



**AGREEMENT**

**By and Between**

**THE CHARTER TOWNSHIP OF MERIDIAN**

**and the**

**MERIDIAN TOWNSHIP FIRE FIGHTERS ASSOCIATION  
LOCAL 1600, IAFF**

**Effective Date: January 1, 2023**

**Termination Date: December 31, 2026**

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This Agreement, entered into, effective the 1<sup>st</sup> day of January 2023, by and between the CHARTER TOWNSHIP OF MERIDIAN, hereinafter called the “Township”, County of Ingham, State of Michigan, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the “Union”.

WITNESSETH:

WHEREAS, the Township and the Union recognize and declare that providing a quality EMS/Fire Department, hereinafter called “Fire Department”, 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 1: 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 Fire Department, employed or to be employed, excluding: The Chief of the Meridian Township Fire Department, which post is hereby deemed and determined, by the Township, to be a supervisory and administrative position, 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, and where otherwise agreed by the parties. The parties agree that the initial filling of the Assistant Chief position will be outside the collective bargaining agreement. Once the position is vacated by the initial incumbent, the position will be recognized as a bargaining unit position included under the terms and conditions of this collective bargaining agreement.

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 Department shall continue to perform, and no person other than a regular, full-time employee of the Meridian Township Fire Department, shall cover the fire stations or fire equipment normally and customarily covered by employees of the Meridian Township Fire Department.

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 fire fighters shall be allowed to utilize firefighting equipment at all times and staff stations in emergencies. However, a part-paid fire fighter will not be allowed to be a pump

operator without the Michigan State Fire Fighters Training Council certification and satisfactory evaluation by the Productivity Committee under Article XXVII and training staff.

## **ARTICLE 2: TOWNSHIP RIGHTS**

The Township on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and any modifications made thereto and any resolutions passed by Township-elected officials, except as expressly limited by this Agreement. It is recognized by the parties that this Article 2 reserves and grants to the Township specific rights and prerogative and is not merely a general reservation of rights. The rights granted to the Township are substantive and intended to be fully enforced by the parties. They are not a mere recital.

2.1 All rights that ordinarily vest in and are exercised by employers, except such as limited by this Agreement, are reserved to and remain vested in the Township.

## **ARTICLE 3: 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 Township or Fire Department.

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 provided by the Union but shall be mutually agreed upon. Such authorization shall continue in effect unless such authorization is formally revoked by the fire fighter in writing and copies thereof are delivered to the Union and the Township Human Resources Director. The Township agrees to deduct, each pay period, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of the employee deductions each month to the Treasurer of 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 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 Department, or resolutions of the Township, this Agreement shall control.

3.5 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 4: LEAVE FOR UNION CONFERENCES AND CONVENTIONS**

4.1 The Township will grant leaves of absence with pay to Union members of the bargaining unit of the Meridian Township Fire Fighters Association for the following functions:

- A. The Union President or their designated representative and one member of Local 1600 shall be permitted 72 hours total for all individuals combined, without a loss of pay, to attend union related seminars, MPFFU/IAFF state or local meetings or MPFFU/IAFF conventions. It is understood that a maximum of two individuals can be gone at the same time and the employees absence will not cause overtime. The designated fire fighter(s), who desires to attend the meeting, shall notify the Township ten (10) days in advance of their intentions for the time off.

**ARTICLE 5: OBLIGATION FOR CONTINUANCE OF SERVICE**

5.1 In construing this provision, it shall be understood that the duties of the Fire Department are generally limited to the tasks of emergency medical services, firefighting, rescue of lives, and preservation of safety.

5.2 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.

5.3 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.

5.4 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 6: PROBATIONARY STATUS**

6.1 Every fire fighter hired into the Meridian Township Fire Department 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 on a regular basis. If the fire fighter is dismissed, the decision of the Township shall be final and not subject to the grievance procedure.

6.2 Any fire fighter dismissed during or at the end of their probationary period, for other than misconduct, shall be paid their pro-rated share of unused vacation earned at a rate of five (5) days per year.

6.3 Employees promoted to the rank of Lieutenant, Captain, Battalion Chief, Fire Inspector, Training/EMS Chief, Fire Marshal, or Assistant Chief, shall serve a one (1) year promotion probationary period, with wage rates as specified in Appendix A. During the probationary period, there will be a performance evaluation completed at least quarterly. Failure to successfully complete the promotion probationary period, as determined by the Fire Chief, will result in the employee being returned to their previous rank at the current wage for that classification.

#### **ARTICLE 7: SALARY SCHEDULE**

7.1 Salary schedule per Appendix A.

7.2 Paramedic Bonus – Effective January 1, 2017, all full-time personnel holding the classification of paramedic shall have one thousand dollars (\$1,000) added into their pay classification in Appendix A.

7.3 All employees must maintain their state certification to receive the paramedic bonus.

7.4 All fire fighters shall be paid according to the salary schedule set forth in Appendix A. 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 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.

7.5 All employees will be required to utilize direct deposit.

7.6 With sufficient notice, employees will transfer to a pay system in which employees' pay dates are aligned with time reporting dates with a one-week lag for processing. Implementation date will be during the month of January. Employees will be able to utilize options to reduce hardship as listed below.

- Interest-free loan equal to one week salary to be repaid within same calendar year using paycheck deduction.
- Sell back up to 50.4 hours of vacation time for suppression staff and 40 hours for administrative staff at one time or throughout year.
- Spread hours over pay periods throughout the year or combination of the above.

#### **ARTICLE 8: FOOD ALLOWANCE**

8.1 Effective January 1, 2020, each fire fighter shall receive a food allowance of eight hundred dollars (\$800) per year.

8.2 The food allowance shall be paid in equal monthly payments on the first payroll period of each month. Amount will be prorated wherever applicable.

**ARTICLE 9: LONGEVITY INCREMENTS**

9.1 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 Department:

Five (5) years through nine (9) years	2% of annual salary
Ten (10) years through thirteen (13) years	4% of annual salary
Fourteen (14) years through seventeen (17) years	6% of annual salary
Eighteen (18) years or more	8% of annual salary

Provided, however, that the maximum base scheduled salary upon which longevity payments may be based shall not exceed sixteen thousand dollars (\$16,000).

9.2 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 longevity payment. For purposes of computation, years of service shall be measured from the first day of employment with the Meridian Township Fire Department.

9.3 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 10: EDUCATION INCREMENTS**

10.1 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 sixty (60) semester hours (ninety (90) term hours) toward a Bachelor's Degree in an accredited institution of higher learning in a Fire Science related field shall receive \$720.00 in addition to their scheduled salary. A fire fighter holding a Bachelor's Degree in the Fire Science field or a related field shall receive \$1,200.00 in addition to their 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.

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

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

10.4 Any fire fighter may, with thirty (30) day 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 they return from their educational leave.

10.5 In the event a fire fighter has completed the semester or term hours required by Section 10.1 above but has not received a degree, or where a fire fighter has received a Bachelor's Degree which is not in Fire Science; the Township and Union shall each appoint one (1) designee to meet and decide whether the fire fighter shall receive the appropriate increment specified in Section 10.1 above.

10.6 In the event the parties' designees under Section 10.5 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 XXIX, Section 29.4, and Step 4 of this Agreement.

### **ARTICLE 11: WORK WEEK**

11.1 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 platoon system with Kelly days. Duty day shall begin at 7:00 a.m.

11.2 The regularly scheduled duty week for fire fighters not working a 24 hour duty day shall be forty (40) hours per week.

The parties agree that the employees assigned to a forty hour (40) a week schedule may request of the Fire Chief to implement annually, at their sole discretion, the four (4) day, forty (40) hour week schedule from June through August. This will not result in overtime compensation, assuming the total hours per week do not exceed 40 hours.

In the event that the Fire Chief elects to implement the change to the four (4) day schedule, a forty (40) hour employee may request to return to a standard five (5) day week during this period, provided that the employee may not switch back to the four (4) day schedule that year once the employee requests to return to the five (5) day schedule. The Fire Chief shall not unreasonably withhold such approval.

If the Fire Chief elects to implement the change to the four (4) day schedule, the Fire Chief shall not revert to the five (5) days schedule for disciplinary purposes, and must provide the Union with fourteen (14) days' notice prior to permanently discontinuing the practice of the four (4) day schedule. The Fire Chief can intermittently schedule a five (5) day schedule to accommodate vacations, personal days, extended sick leaves, temporary leaves of absence, and holidays during the months from June through August, should the four (4) day schedule be implemented.

11.3 Staff working a 40-hour work week may be allowed to flex their working hours for personal or departmental needs subject to approval by the Fire Chief or their designee, in their sole discretion. Overtime and compensatory time shall still be paid in accordance with Article 14.

11.4 The Township may, in its reasonable discretion, offer Limited Duty Assignment on a 40-hour (or shorter) work week. Where the Limited Duty Assignment is being offered to an employee suffering from a duty related disability, the Limited Duty Assignment must provide the employee with full regular base wage regardless of the Limited Duty hours worked, and the employee must sign over to the Township any Worker's Compensation checks received by the employee covering the same time period as the Limited Duty assignment.

**ARTICLE 12: PROMOTIONS**

12.1 A promotion is defined as advancement to a position involving a higher rate of pay for the employee applying for the position.

12.2 Upon completion of the promotional procedures defined herein, notification of a promoted employee shall be made to the Union. A promoted employee will assume new responsibilities of a position on the effective date cited on a notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

12.3 When a promotional vacancy arises, administrative promotions will be filled within ninety (90) days and line promotions will be filled within ninety (90) days of the date the vacancy occurs, unless otherwise agreed to by the parties.

12.4 General Qualifications – The following minimum qualifications and requirements shall apply to all ranks and classifications. Employees must possess proper certification prior to the appointment.

12.5 Eligibility and Requirements for Rank and Classification

A. Fire Lieutenant

1. Eligibility – All firefighting personnel with five (5) years of seniority or more. If there are no applicants, fire fighters with less than (5) years or more in current rank.
2. Seniority – Through 12/31/17, rank on eligibility list shall be determined by actual time served in firefighter’s classifications. Effective January 1, 2018, there shall be no further accumulation of additional seniority towards the promotion of a line officer position(s), but the employee will retain the seniority attained prior to January 1, 2018. Firefighters accepting the training from the Township shall be required to act at the rank of Lieutenant when needed. Effective January 1, 2018, rank on eligibility list shall be determined by actual time on the Acting Lieutenant list on and after January 1, 2018, combined with seniority accrued prior to January 1, 2018 in firefighter’s classifications.
3. Qualification – Each applicant must be FIRE OFFICER I Certified prior to appointment.

B. Fire Captain

1. Eligibility – Any time served as Fire Lieutenant. Acting duty is not included.
2. Assessment Center – An assessment center will be conducted for promotional purposes. If less than two candidates apply, the assessment center will not be conducted and any appointment shall be made by the Fire Chief.
3. Qualification – Each applicant must be FIRE OFFICER I and FIRE OFFICER II Certified prior to appointment.

C. Battalion Chief

1. Eligibility – Any time served as Fire Lieutenant or Fire Captain. Acting duty is not included.
2. Assessment Center – An assessment center will be conducted for promotional purposes. If less than two candidates apply, the assessment center will not be conducted and any

appointment shall be made by the Fire Chief.

3. Qualification – Each applicant must be FIRE OFFICER I, FIRE OFFICER II and FIRE OFFICER III Certified prior to appointment to promotion to Battalion Chief.

D. Fire Inspector

1. Eligibility – Criteria as determined in the job description. Current member of the bargaining unit.
2. Seniority – An applicant accepting this position will not accumulate additional seniority, for promotion to a line officer position, but will retain the seniority attained at the time of transfer to the position of Fire Inspector.
3. Assessment Center – An assessment center will be conducted for promotional purposes. If less than two candidates apply, the assessment center will not be conducted and any appointment shall be made by the Fire Chief.
4. Qualification – As stated in the job description.

E. Fire Marshal

1. Eligibility – Criteria as determined in the job description.
2. Seniority – An applicant accepting this position will not accumulate additional seniority, for promotion to line officer position, but at the seniority attained at the time of transfer to the position of Fire Marshal.
3. Assessment Center – An assessment center will be conducted for promotional purposes. If less than two candidates apply, the assessment center will not be conducted and any appointment shall be made by the Fire Chief.
4. Qualification – As stated in the job description.

F. Assistant Fire Chief

1. The Township has sole discretion of the selection of the applicant for this position. Upon the vacancy of the initial hiring of this position, this position will become a member of this bargaining unit and filled according to the following criteria.
2. Eligibility. The criteria as established in the job description.
3. Assessment Center – An assessment center will be conducted for promotional purposes. If less than two candidates apply, the assessment center will not be conducted and any appointment shall be made by the Fire Chief.
4. Qualification – As stated in the job description.

G. Training/EMS Chief

1. Eligibility – Criteria as determined in the job description. Current member of the bargaining unit.
2. Seniority – An applicant accepting this position will not accumulate additional seniority, for promotion to a line officer position, but will retain the seniority attained at the time of transfer to the position of Training/EMS Chief.

3. Assessment Center – An assessment center will be conducted for promotional purposes. If less than two candidates apply, the assessment center will not be conducted and any appointment shall be made by the Fire Chief.
4. Qualification – As stated in the job description.

**ARTICLE 13: PAY FOR ACTING RANK**

13.1 Whenever an employee covered by this Agreement performs a duty of any rank higher than their present rank under order of the Fire Chief or Battalion Chief 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 probationary rate for such position. The Fire Chief shall appoint the highest ranking employee based by time in rank that is on duty to perform the duties of Battalion Chief based on the current acting list. The Fire Chief or Battalion Chief shall appoint the employee on duty with the highest department seniority to perform the duties of Lieutenant based on the current acting list. Effective January 1, 2020, the required qualifications as set forth in Section 12.5 A, B & C, said employee must have a minimum of five (5) years of department seniority to act as a lieutenant and must have minimum of two (2) years of seniority as a lieutenant to act as a Battalion Chief. 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. Employees on the promotional list as of January 1, 2020 who do not meet the years of service requirement shall remain on the promotional list.

Acting pay for Captain shall only be paid when a Captain is on leave for 30 calendar days or more. Any fire station without an officer shall have a fire fighter paid acting Lieutenant's pay. At all times, each shift shall have either a Battalion Chief or Acting Battalion Chief and three (3) company officers.

13.2 Any employee temporarily assigned to a higher rank or classification and eligible for acting pay in accordance with Section 13.1, shall receive the probationary pay rate of that higher rank or classification.

**ARTICLE 14: RECALL AND OVERTIME**

14.1 "Recall" shall be defined as the transmittal of a specific request of the Chief or their 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.

14.2 "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. Voluntary training opportunities, addressed in Article 38 are not subject to provisions of Article 14.

14.3 In determining the order of priority for overtime work, the Chief shall refer to the overtime list hereinafter referred to in Article 23 of this Agreement, and the list shall 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 them and the next person 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 their 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.

14.4 In the event of overtime, if two (2) or more officers are on duty, the employee with the lowest hours on the overtime list shall be called until the overtime list is exhausted. If one (1) officer or less is on duty, the officers with the lowest hours on the overtime list will be called until the officer list is exhausted or until two officers are on-duty.

14.5 In all cases of recall or overtime, the Chief, or their duly appointed representative, shall retain jurisdiction to determine the number of employees needed and to determine whether a situation necessitating recall or overtime exists.

14.6 Any fire fighter working overtime or subjected to recall shall receive one and one-half (1½) times their "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 for the purposes of calculating overtime shall be determined by dividing their annual salary by 2,620.8 working hours (by 2,080 hours for 40-hour employees). 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.

14.7 Each employee assigned to a forty hour (40) week schedule may, in lieu of payment for overtime, receive compensatory time off at the straight time rate. Compensatory time will be earned at the rate of one and one-half (1½) hours for each hour of overtime worked. Compensatory time shall be authorized by the employee's immediate supervisor at the time they are instructed to perform the compensatory time service and shall be accounted for on a form furnished by the Chief and signed by the employee's immediate supervisor. Authorization for overtime shall not be unreasonably withheld. No accumulation of compensatory time shall be authorized or credited in excess of forty (40) hours, except in an emergency situation. Accumulated compensatory time in excess of forty (40) hours shall be dissipated during the pay period following the one in which the compensatory hours were accumulated.

To the extent possible, individual preference in the use of compensatory time will be honored. The Chief shall grant approval of the use of all compensatory time.

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

#### **ARTICLE 15: UNIFORMS**

15.1 Each fire fighter shall be provided at the Township's expense, with the following items of dress clothing and structural firefighting gear:

A. Dress Clothing

1. Two (2) hats; one (1) summer and one (1) winter (stocking)
2. One (1) necktie
3. Four (4) pair of trousers

4. At discretion of the firefighter a total of six (6) shirts (dress or polo). Probationary firefighters will receive one (1) dress shirt and two (2) polo shirts.
5. One (1) belt
6. One (1) summer/winter jacket
7. Two (2) badges. Probationary firefighters will receive one (1) badge upon hire and the second upon completion of the probationary term.
8. One (1) name plate
9. Three (3) Fire Department t-shirts
10. One (1) job shirt
11. Class "A" uniform to non-probationary employees. Non-probationary employees who purchased a Class A uniform prior to January 1, 2017 shall be reimbursed as follows: \$265 for fire officers and \$205 for firefighters.

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

**B. Structural Fire Fighting 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) pairs of gloves, one (1) of which will be fire gloves
6. One (1) spanner
7. One (1) Nomex Hood

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

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

*Structural Firefighting Hood, Coat, Pants, and Nomex Hood:* Meet NFPA's standard No. 1971 and Part 74 for "Protective clothing for structure firefighting." 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.

**Structural Fire Fighting Pants:** Meet same requirements as structural firefighting coat.

- C. The Township shall furnish all replacement uniforms and structural firefighting gear on an as need basis after inventory and inspection of uniforms and structural firefighting gear. All structural firefighting 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 to include polo or blue dress shirt. 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 facilities at each station (including ironing supplies). Fire Department personnel shall be responsible for the cleaning, care, and maintenance of their uniforms. The Township shall be responsible for the cleaning of uniforms when contaminated with bloodborne pathogens, other possible biohazards, or other hazardous materials.

F. Footwear

Effective January 1, 2006, the employer shall provide a footwear allowance of one hundred and seventy-five dollars (\$175) to be paid annually as soon as practical in January. Fire fighters must comply with departmental policies regarding footwear; the policy will specify acceptable footwear to be worn on-duty. Footwear allowance will be prorated for new employees and they shall receive this amount within one month after beginning employment.

#### **ARTICLE 16: ACTIVE EMPLOYEE HEALTH, DENTAL AND VISION INSURANCE**

##### 16.1 Health and Hospitalization

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

16.2 General Provisions – The Township reserves the right to compel acceptance of any or all of the insurance coverage afforded under this section which are paid 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.

16.3 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.

16.4 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, the Township shall reimburse the fire fighter for their actual replacement cost on the lens(es) or frame. Reimbursement shall be on an individual case by case basis and not subject to the grievance procedure.

#### **ARTICLE 17: PENSION BENEFITS**

17.1 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 fire fighters at age fifty-five (55) with fifteen (15) or more years of service with correspondingly reduced pension benefit.

17.2 Fire fighters shall receive a 1.8 multiplier, and at age fifty-two (52) retirement eligibility, effective upon signing of the 1994-1998 contract. Fire fighters 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 fire fighters' pension.

17.3 Effective July 1, 1999, the Employer shall implement the Municipal Employees Retirement System B-4 Program with F50/25, FAC 3, E-2 and D-2 riders. Each fire fighter shall contribute 4.189% of their gross pay. Effective January 1, 2004, each fire fighter shall contribute 2.189% of their gross pay. This contribution shall be in addition to the required employee contribution set forth in Section 17.4.

17.4 Effective January 1, 2004, the pension multiplier will be increased to 2.75% at no cost to the Township. The employee pension contribution set forth in Section 16.12 shall be increased effective January 1, 2004, to pay the cost of the increase in the pension multiplier from 2.5% to 2.75% as determined by the MERS actuaries.

17.5 Effective January 1, 2017, for years of service on and after January 1, 2017, current employees shall receive a MERS defined benefit plan with a 2.5% multiplier, F50/25, FAC-3, E-2 and D-2 riders, termination FAC. The employee pension contribution shall be a 7.76% pretax



contribution of gross pay, payable through payroll deduction. Effective January 1, 2017, Final Average Compensation (FAC) shall not include holiday pay or longevity pay, and will be limited to no more than 240 hours of sell back time.

17.6 Employees hired on or after January 1, 2017 shall receive a MERS defined benefit plan with a multiplier of 1.75% for all service to the Township, F55/25, FAC-3, D-2 rider. The employee pension contribution shall be a 7.76% pretax employee contribution of gross pay, payable through payroll deduction. FAC shall include base wages, and no more than 240 hours of any other compensation at straight time (e.g., overtime, vacation, holiday, longevity, education or paramedic bonuses as applicable, or any other compensation).

17.7 In addition to the defined benefit described in Section 17.6, employees hired after January 1, 2017, but before January 1, 2020, shall participate in a defined contribution plan with employer contribution of 10% of base wages, with no employee contribution, and immediate 100% vesting. Employer contributions shall be effective retroactive to January 1, 2020.

17.8 Employees hired on or after January 1, 2020 shall receive both:

1. A MERS defined benefit plan with a multiplier of 1.75% for all service to the Township, F55/25, FAC-3, D-2 rider. FAC shall include base wages and no more than 240 hours of any other compensation at straight time (e.g. overtime, vacation holiday, longevity, education or paramedic bonuses as applicable, or any other compensation). The employee pension contribution shall be a 7.76% pretax employee contribution of gross pay, payable through payroll deduction.
2. A defined contribution plan with employer contribution of 10% of base wages, no employee contribution, and 5-year cliff vesting.

17.9 Effective January 1, 2017 through December 31, 2023 there shall be a moratorium on any reduction in retirement benefits if a millage to fund pension liability is approved by the Township voters. The Township and the Union agree this subsection shall remain in full force and effect until December 31, 2023 regardless of any earlier expiration date of any collective bargaining agreement in which it is incorporated, and further agree this subsection shall be incorporated in all collective bargaining agreements having an expiration date on or before December 31, 2023.

#### **ARTICLE 18: RETIREE HEALTH, DENTAL AND VISION INSURANCE**

18.1 General Provisions – The Township reserves the right to compel acceptance of any or all of the insurance coverage afforded under this section which are paid 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.

18.2 Retiree Health and Hospitalization

- A. For employees hired before January 1, 2017, the Employer will provide health and hospitalization insurance coverage to retirees and their spouses at the time of retirement, who are eligible to draw an unreduced pension, following 25 years of actual service with the Township. For employees hired on or after January 1, 2017, the Employer will provide health and hospitalization coverage to retirees, and their spouses at the time of retirement, who are at least 55 years of age and eligible to draw an unreduced pension,

following 25 years of actual service with the Township. The purchase of service credits shall not be taken into account when calculating the employee's actual years of service with the Township if purchased after September 1, 2016. The coverage provided will be for the retiree and the retiree's spouse at the time of retirement. The Township shall also provide health and hospitalization coverage to employees who qualify for duty disability retirement, upon their separation from the Township. The health and hospitalization coverage shall be as provided and on the same terms as the coverage provided for the active employees of the bargaining unit. Retirees who are not eligible for the coverage provided to the active employees due to the retiree residing outside of Michigan shall be covered by a plan(s) providing benefits which are at least comparable to the active employees.

(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 they are 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 their 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.

18.3 Retiree Health Savings Account - In lieu of retiree health care coverage, for employees hired on or after January 1, 2020, the Township will contribute 7% of base wages into the employee's retiree health savings account with 5-year cliff vesting. Contributions begin as of the date of hire. Employees will be 100% vested in their retiree health savings account at five (5) years from the date of hire. Employer contributions will be retroactive to date of hire for new employees hired after January 1, 2020, but before mutual ratification occurs.

Employees hired on or after January 1, 2017, but before mutual ratification, shall have a one-time irrevocable option to participate in the retiree health savings account in lieu of receiving retirement health care benefits as may be available to them upon retirement.

**ARTICLE 19: OTHER INSURANCE BENEFITS**

19.1 Life Insurance – The Township shall provide each fire fighter with standard group term life insurance coverage. Fire fighters shall be insured in the 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.

19.2 Long Term Disability (LTD) – 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 their weekly earnings with a maximum of \$4,500 per month for the length of disability to age sixty-five (65), less any income benefits received from Workers’ 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.

19.3 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 Workers’ 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.

19.4 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 per week, which sum shall be transmitted to the fire fighter, in addition to Workers’ Compensation coverage and other insurance coverage and sick leave benefits, provided, however, that no fire fighter shall receive total benefits in excess of their 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 their estate.

19.5 Coverage will be maintained for the fire fighter and their family after their duty death or disability. The coverage will be maintained for the spouse until remarriage and for the children until they reach 21 years of age, have similar coverage available to them from an employer, or until they marry. For any non-duty deaths or non-duty disability occurring after September 1, 2011 coverage will be maintained for ten years following death or disability for spouse until remarriage and for the children until they reach 21 years of age, have similar coverage available to them from an employer, or until they marry.

**ARTICLE 20: HOLIDAYS**

20.1 The following days shall be designated as holidays:

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents’ Day	Thanksgiving Day

Meridian Township/MTFFA (2023-2026)

Good Friday (4 hours)	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	New Year's Eve
July 4	

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 by dividing the firefighter's annual salary by 2,080, as described in the following example.

Example:

Annual Salary	\$27,403.34
Educational Bonus (as applicable)	<u>1,200.00</u>
	\$28,603.34
Divided by 2,080 Hours	\$13.7516/hr.
Eight (8) Hours for Each Holiday	X <u>8</u>
Pay for Each Holiday	<u>\$ 110.01</u>

Annual salary for the purpose of holiday pay calculation shall mean each fire fighter's actual annual salary with regard to their 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 10.2 for the calculation of "hourly rate", shall be applicable or not applicable consistent with the provisions of Article X, Educational Increments.

All 50.4 hour employees shall be paid a one (1) lump sum of the one hundred (100) hours of holiday bonus on the last pay period of November. The holiday bonus will be calculated on the "hourly rate" as described in Section 14.6. This holiday bonus shall be paid irrespective of whether or not the fire fighter works the defined holiday. This holiday bonus shall be prorated wherever applicable.

All 40 hour employees shall receive their daily rate of pay plus the day off for all Township Holidays, as defined as normal working days that the Township Offices are closed.

Firefighters shall receive pay for holidays at the rate of overtime as described in section 14.6 for all hours worked between 0700 and 1700 on the holidays specified in Section 20.1. Payment under this section shall be in addition to the holiday lump sum payment specified in Section 20.1 above and shall be paid the first pay period in November.

**ARTICLE 21: VACATIONS**

21.1 Each fire fighter shall become eligible for a vacation with pay on the first (1<sup>st</sup>) anniversary of their employment.

21.2 Vacation hours shall be earned according to the following schedule of continuous and completed years of service:

Date of employment through 3 <sup>rd</sup> anniversary	10 hours per month
4 <sup>th</sup> anniversary through 6 <sup>th</sup> anniversary	12 hours per month
7 <sup>th</sup> anniversary through 10 <sup>th</sup> anniversary	15 hours per month

11 <sup>th</sup> anniversary through 14 <sup>th</sup> anniversary	16 hours per month
15 <sup>th</sup> anniversary through 19 <sup>th</sup> anniversary	18 hours per month
20 <sup>th</sup> anniversary and thereafter	20 hours per month

Vacation hours shall be credited at the start of the subsequent month.

21.3 Each employee assigned to a forty hour (40) week schedule shall become eligible for a vacation with pay on the first (1<sup>st</sup>) anniversary of their employment.

Date of employment through 4 <sup>th</sup> anniversary	8 hours per month
5 <sup>th</sup> anniversary through 9 <sup>th</sup> anniversary	10 hours per month
10 <sup>th</sup> anniversary through 14 <sup>th</sup> anniversary	11 hours per month
15 <sup>th</sup> anniversary and thereafter	14 hours per month

21.4 The maximum accumulation of vacation hours is 312 hours for fire fighters and 180 hours for forty hour (40) a week employees. No accumulation of vacation hours shall be authorized or credited in excess of these amounts. It is the employee's responsibility to plan their vacation to avoid a forfeiture situation.

21.5 Vacations may be taken on an individual day basis with the approval of the Fire Chief or their designated representative.

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

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

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

21.9 Vacation or Personal Leave scheduled prior to 0700 that day will be granted. The use of unscheduled personal leave or vacation that causes recall may be denied by the fire chief or their designee after 0700. If the employee is already on leave, they shall not be called back into duty in the event of a recall. If leave is scheduled at the time the Department is in recall status, that unscheduled leave is not guaranteed.

## **ARTICLE 22: SICK LEAVE**

22.1 Upon hiring, each fire fighter shall be entitled to an advance credit of one hundred 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 (10<sup>th</sup>) month of employment. Each forty hour (40) a week employee shall thereafter accumulate sick leave hours at the basic rate of eight (8) hours per calendar month after the tenth (10<sup>th</sup>) month of employment. For employees hired before January 1, 2017, paid hours shall be allowed to accumulate up to a maximum of 1,110 hours for employees on a 50.4 hour per week schedule and 880 hours for employees on a forty (40) hour per week schedule. The maximum accumulation for all employees' hired on or after January 1, 2017 shall be 880 hours.

22.2 If a firefighter is unable to work because of illness, injury, or other physical disability, they shall receive full pay for those hours missed to the extent of their accumulated leave. This includes use of sick leave in accordance with the eligibility criteria of Section 4(1)(a)-(l)(d) of the Michigan Paid Medical Leave Act (Public Act 338 of 2018, as amended). Sick leave shall be available to be used by the employee for the employee's illness or the illness of their spouse, children, mother, father, brother, sister, grandparents, or those who functioned as "parents" for the employee during their pre-adult years. Sick leave may also be used if the employee's presence is needed at home to care for any of the above family members, or in-laws, or grandchildren.

22.3 However, the Township shall, for a period not to exceed twenty-six (26) weeks, supplement, without charge to sick leave or vacation, Workers' Compensation benefits for an employee injured on the job by paying the employee the difference between their Workers' Compensation benefits and their normal weekly earnings, excluding overtime. In the event an employee receives sick leave compensation and such employee is subsequently awarded Workers' 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 employee's 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 Workers' Compensation Law. To the extent that the Township makes payment to a fire fighter for that portion of their salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged pro-rata against the fire fighters accumulated sick leave days.

22.4 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 Workers' 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.

22.5 No fire fighter, while unable to work because of illness or disability, shall be allowed to draw any sum in excess of their 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.

22.6 Any suspected duty related injury must be reported to the employee's immediate superior and to the Human Resources Director as soon as possible, but within twenty-four (24) hours of the injury unless the employee is physically unable to report.

22.7 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.

22.8 In the event of illness on the part of a fire fighter where the fire fighter has exhausted their 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.

22.9 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 additional paid leave.

22.10 Employees may use sick leave if their presence is needed elsewhere or at home because of illness/injury to, or quarantine of, a family member that normally resides in the employee's household. In addition to the above, notwithstanding whether the family member that normally resides in the employee's household, sick leave shall be approved by the Fire Chief for employees to attend to the needs of and/or visit family members who are gravely ill. For the purpose of this section, "family members" shall include father, mother, sister, brother, grandfather, grandmother, grandchild, and children.

22.11 If a fire fighter has exhausted all their personal and/or unscheduled vacation leave, they shall be entitled to utilize their sick leave if their 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.

22.12 The Township shall pay each employee 25% of their 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 100% and in cases of non-duty related deaths 50% of accumulated sick leave to the surviving spouse, dependent children, or estate in that order.

22.13 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.

22.14 Sick Leave Pay-Out – 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, they 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 their hourly rate figured on either the 50.4 or 40 hour per week rate as appropriate. 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. Employees hired on or after January 1, 2017 are not entitled to the sick leave payout provided in this section.

22.15 Employees shall be charged for sick time on an hour charged for hour used basis.

22.16 Resignation – An employee resigning from their position, whenever possible, shall give sufficient advance notice of their intention to enable the Township to make proper provisions for the filling of the position. Any employee failing to give notice of termination at least two calendar weeks in advance shall forfeit reimbursement for sick leave pay out as enumerated in Section 22.12. All resignations shall be in writing and filed with the Fire Chief, the Township Manager, or the Human Resources Director.

### **ARTICLE 23: PERSONAL LEAVE**

23.1 Each employee shall be allowed two (2) paid personal leave days each calendar year with full pay, except in the first year of employment where such leave shall be allowed on a prorated rate of four (4) hours per month. Said leave 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 and shall be unpaid unless the employee uses available paid leave.

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

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

23.4 The use of all such leave day(s) shall be approved in advance by the department head or their representative. Personal leave day(s) time may be taken in two (2) hours or greater increments. It shall be within the Fire Chief's or their representatives' discretion to refuse to approve requested personal leave day(s) although such refusal shall be subject to the grievance procedure.

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

23.6 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 Fire Chief.

23.7 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 Alarm Summary. If two (2) fire fighters have scheduled personal leave in the book, the fire fighter who has made the earliest request will take precedence.

23.8 Vacation or Personal Leave scheduled prior to 0700 that day will be granted. The use of unscheduled personal leave or vacation that causes recall may be denied by the fire chief or their designee after 0700. If the employee is already on leave, they shall not be call back into duty in the event of a recall. If leave is scheduled at the time the Department is in recall status, that unscheduled leave is not guaranteed.

### **ARTICLE 24: BEREAVEMENT LEAVE**

24.1 In the event of death in the immediate family, bereavement leave may be taken with pay to attend the funeral and make other necessary arrangements from the date of death until the funeral.



Leave in excess of two (2) days requires the approval of the Fire Chief and will be unpaid, unless the employee uses available personal, sick, or vacation leave.

24.2 Immediate family is interpreted as including: spouse, child, stepchild, father, mother, sister, brother, step-siblings, 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, half-sister, or spouse's grandparent.

24.3 One (1) day of bereavement leave is allowed in the case of a death of an aunt, uncle, nephew, or niece, including aunts-in-law or uncles-in-law, regardless of blood-relation. Bereavement leave is separate from and in addition to sick leave.

24.4 Receipt of paid bereavement leave requires the employee to provide the Township with prompt and accurate notice of the date of death; the relationship of the deceased; and date(s) and times requested off.

24.5 Notice of the date of death may be provided by way of an obituary, death notice, funeral or memorial card, death certificate, doctor's letter containing date of death, crematorium letter containing the date of death, or other similar documentation. If available, the notice of the date of death documentation must be supplied with a completed internal form requesting bereavement leave. If no notice of date of death documentation is available at the time the internal form requesting bereavement leave is submitted, the form shall include a written statement from the employee giving the date of death and that the employee has requested notice of the date of death documentation. If the employee does not provide the notice of the date of death documentation within 14 calendar days from the date of death, the bereavement leave shall be cancelled and the time off charged to the employees' sick bank; if there is not adequate unused time in the sick bank then charged next to the employee's vacation bank; if there is no adequate time in the employee's vacation bank then charged next to the employee's personal leave bank. If the employee has no leave available at that time, the employee shall reimburse the Township through payroll deduction. The 14-day time limit to provide notice of the date of death documentation may be extended by the Township in its discretion.

#### **ARTICLE 25: COURT TIME**

25.1 Each firefighter summoned on an off-duty day to appear as a witness in a judicial or administrative proceeding arising out of the course of their employment, shall receive for the hours involved, in addition to their normal pay, one-half (1/2) their 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 26: SENIORITY AND LOSS OF SENIORITY AND OVERTIME LIST**

26.1 Definition – Seniority shall mean the status attained by continuous length of service as an employee of the Meridian Township Fire Department.

26.2 Seniority List – The Township will maintain a roster of Fire Department 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.

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

26.4 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 27: LAYOFF AND REEMPLOYMENT**

27.1 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”.

27.2 Order of Layoff – Layoff shall be by seniority as follows:

- A. All probationary newly 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 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 comes 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.

27.3 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.

27.4 Notice of Layoff – Employees to be laid off indefinitely shall be given at least fourteen (14) calendar day’s prior notice.

27.5 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 their name remain on the list for a period of time equal to their seniority at the time of their layoff or two (2) years whichever is lesser. Employees shall be reemployed from layoff or shall be restored to the positions from which demoted in the department before other persons are selected for employment or promotion in those ranks.

27.6 Re-employment from Layoff –

- A. Employees to be re-employed 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.

27.7 Layoff as Affecting Pension Rights – No employee laid off under the terms of this Agreement, and subsequently re-employed, shall be construed to be a new employee as defined in Paragraph 2, Section 2.2, Meridian Township Employees’ Pension Trust, as amended. Any employee re-employed from layoff shall be deemed, for pension purposes, to be an employee from their original pension date of hire, provided however, that pension benefits will not accrue during the layoff period.

**ARTICLE 28: MAINTENANCE OF QUARTERS**

28.1 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 Department, including the approaches and walks to the fire stations, and the Township fire equipment. The Township will provide snow removal service for the fire stations, but if 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.

28.2 The fire fighters shall perform custodial and janitorial duties for fire stations only. Fire fighters shall not provide lawn care for the fire stations.

28.3 No Union material, propaganda, or other publications shall be posted or displayed anywhere on or within the Township Hall or those portions of the Fire Department available to the general public.

**ARTICLE 29: GRIEVANCE PROCEDURE**

29.1 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 Department.

29.2 For purposes of this article, “working days” shall be defined as week days, Monday through Friday, between 0900 and 1700 hours.

29.3 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.

29.4 The grievance procedure shall consist of the following steps:

Step 1 – The grievant shall first present the grievance to their 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 Fire Chief 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 relief sought. The Fire Chief 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 Fire Chief 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 or designee. The Union representative shall thereafter discuss the matter with the Township Manager or designee and the grievant. A final decision in writing shall be given by the Township Manager or designee 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, 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 Township Manager 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.

29.5 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.

29.6 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 subject to the grievance provisions of this Article.

29.7 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.

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

29.9 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 grievance with other than designated Union representatives.

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

29.11 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 30: PRODUCTIVITY**

30.1 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 firefighting 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.

30.2 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 31: SUCCESSOR MUNICIPALITY**

31.1 If the Township succeeds to another form of municipal government, or chooses to merge with one (1) or more municipal governments for providing 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 32: MISCELLANEOUS PROVISIONS**

32.1 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 33: LIABILITY INSURANCE**

33.1 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 being sued and will provide a source of funding for any judgment rendered against the fire fighter.

33.2 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 34: MEDICAL EXAMINATIONS**

34.1 In addition to other rights granted to the Township as contained herein to require physical examinations, the Township shall require every firefighter to submit to an annual physical examination by a physician selected by the Township at least once a year. Physical examinations must occur in April, May, or June of each year. The Township shall assume the costs of the examination. The Township shall receive the results of the medical report of examination.

34.2 Examinations to be compliant with Appendix D.

34.3 Fitness for Duty Examinations - The Township may require a medical or psychological examination for an employee by a physician or psychologist selected and paid for by the Township at such time as the Township shall deem necessary for the safety and welfare of the residents of the Township and/or Fire Department employees. If the results of the examination indicate the employee

is unable to perform their job duties, the employee may seek a second opinion at their expense by a physician or psychologist of their choice. If there is a difference of opinion between the first two reviewing physicians/psychologists, the employee may be examined by a physician or psychologist mutually agreeable to the Township and the Union, with the cost of same being borne equally by the Township and the Union. The third examining physician or psychologist's determination shall be binding on the Township, Union, and employee.

**ARTICLE 35: PHYSICAL ABILITY TEST**

35.1 Each employee shall, as scheduled by the Township during the month of March and April (spring) and again in September and October (fall), scheduled so as to hold the testing, insofar as possible, during on duty time participate in a Physical Ability Test (PAT) as outlined below, unless excused from participation by physician's certification. Employees who successfully complete the PAT meeting the minimum levels for age categories shall receive a \$250 incentive bonus payment (annual maximum is \$500; spring and fall testing) at the next pay period following completion of the test. Those employees who fail to successfully complete the test according to time limits stated below or who are excused from participation will receive no incentive bonus. Each employee will make a good faith attempt to complete the ability test, unless excused by the monitoring officer.

35.2 Personnel on duty shall participate without loss of pay, personnel off duty shall not receive additional compensation. On-duty personnel submitting an excuse not to participate may not complete their shift and will be required to use sick leave for the balance of the shift and until the physician clears the individual to participate. If an employee is on long-term sickness or injury leave, the Employer may schedule a new PAT for the returning employee. The employee will be required to participate as described above and, upon passage, will be compensated as described above.

35.3 The Physical Ability Test shall measure ability, strength, and endurance. The test shall consist of eight stations.

Station 1

Pick up the nozzle end of the 2-1/2" hose (150' long) and pull it in a straight line, crossing the mark 150' away.

Station 2

Pick up the 16' straight ladder and carry it to about 50' to the indicated area of the wall. Put the bottom end of the ladder on the ground against the wall. Raise the ladder hand-over-hand using the rungs until the top touches the wall. Pull the bottom away from the wall until it passes the indication mark. Reverse the process and return the ladder to its starting point. Place the marked rungs on the ladder holder.

Station 3

Pick up the 1-3/4" hose and crawl, dragging the hose 25' crossing the indicating mark. Abandon the hose and drag the dummy back the 25' to the starting point.

\*THIRTY SECOND BREAK\*

Station 4

Pick up the folded 2-1/2" hose and place it over one shoulder. Walk with hose 24' from cone to cone. Once successfully back at the starting point, keep the hose on shoulder and walk to the top of the fire escape. Upon completing, the hose may be put down on the landing.

Station 5

Pull the rope until the coupling of the 2-1/2" hose is at the hose roller. Pull the hose over the hose roller until the next coupling passes the hose roller.

Station 6

Go behind the ladder, pull the rope to fully extend the upper section of the ladder (to indicating marks). Immediately lower to the marked rung.

\*THIRTY SECOND BREAK\*

Station 7

Kneel on the ground facing the piece of wood. Grab the handle of the sledge hammer with both hands. Raise the sledgehammer above head and strike the wood. Repeat for a total of fifteen (15) times.

Station 8

Pick up the fan and carry it 25' to the steps. Go up and down the steps continuing 25' to the cone. Walk around the cone and return to the steps, cross up and down the steps, and return to the start. Next, pick up the fire extinguisher and repeat the process. Next, pick up the 2-1/2" hose and repeat the process.

Scoring – Minimum acceptable scores are as follows:

Age	Men/Women
18-39	10:00 min
40-49	11:00 min
50-59	12:00 min
60 and over	13:00 min

**ARTICLE 36: SPECIAL CONFERENCES**

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

36.2 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 working hours. This meeting may be attended by representatives of the Union and/or representatives of the International Association of Fire Fighters (IAFF).

36.3 The Union representative may meet on the Employers property for one-half (1/2) hour prior to the special conference, providing they have properly notified the Township of their presence.



**ARTICLE 37: SUBSTITUTE TIME**

Upon the Fire Chief's approval, in the event of an illness or injury where a firefighter or fire officer is unable to work, other members of the bargaining unit may give substituted service. Substituted service may be performed by all members of the bargaining unit using the same rules as the current trade time policy, except for the limitation of junior fire fighters working for officers. The Township assumes no liability for extra pay for those firefighters/fire officers who participate and all substituted work shall be on a purely voluntary basis.

**ARTICLE 38: TRADE TIME**

- A. Trading of time may be done voluntarily by firefighters assigned to the 50.4 hour work week.
- B. At no time is the Township to be placed in a position to pay overtime to fill a trade time vacancy.
- C. It shall be each firefighter's responsibility to maintain a record of all time traded.
- D. Trade time exchange shall be conducted as follows:
  - 1. Battalion Chiefs and Captains shall trade with Battalion Chiefs, Captains, or tenured Lieutenants (one year in rank and Fire Officer III certification).
  - 2. Lieutenants shall trade with Lieutenants, Captains, Firefighters eligible to act as Lieutenants (5 years and Fire Officer I), and Battalion Chiefs if the Lieutenant is eligible to act as a Battalion Chief (two years in rank and Fire Officer III certification).
  - 3. Firefighters shall trade with firefighters. Senior firefighters with 5 years or more seniority and Fire Officer I certification may trade time with Lieutenants. Probationary firefighters shall limit bank owed of 24 hours.
  - 4. If a person is promoted to a higher rank causing a change in trade capabilities, any time owed to persons who are no longer eligible for trades shall be repaid within 90 days of promotion.
- E. Trade Time Procedures
  - 1. All requests for trade time shall be approved by the Battalion Chief, or his designee, in advance.
  - 2. If a request is disapproved, the requesting employee will be officially notified in writing with a specific reason provided.
  - 3. The total amount of time owed by any firefighter will be 96 hours or less, except for probationary firefighters shall not have a bank owed over 24 hours to one person.
  - 4. Once a trade is approved, the firefighter working the trade shall assume the responsibility of reporting for duty.
- F. Personnel reporting for duty shall retain their own rank and the chain of command shall always remain intact (you are who you are, always).
- G. Should an employee responsible for a trade become unable to work for any reason, it shall be their responsibility to make arrangements to fulfill the trade obligation and shall:
  - 1. Contact the on-duty Battalion Chief prior to the shift to provide the reason for the inability to report to duty.
  - 2. Get approval for a trading time replacement to cover the open trade shift.

- H. A firefighter working for another firefighter may not take personal leave or vacation time.
- I. If the firefighter who agreed to work trade time has a legitimate illness, the sick leave of the originally scheduled firefighter will be used to cover this time off.  
The firefighter who agreed to trade but became ill will still owe the scheduled firefighter the amount of time taken to cover the sick leave used.
- J. If a firefighter fails to report for duty during a trade causing an open spot in the shift schedule, the firefighter who agreed to trade will be considered absent without leave and subject to discipline.
- K. If the trade is cancelled for any reason, the firefighter on the schedule who requested the original trade shall notify the Battalion Chief as soon as possible and will be responsible to report for duty during that shift.
- L. Time cannot be traded when an employee is scheduled to work overtime.
- M. All trade time shall be listed in the daily log and Roster Report.
- N. Trade time arranged to cover an employee's absence from work due to a serious medical condition or other reason covered by the Family and Medical Leave Act (FMLA) shall be counted as time off under FMLA.

#### **ARTICLE 39: HUMANITARIAN CLAUSE**

Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that they cannot perform their regular job, the Township will make every effort to place the employee in a position that they are physically and mentally able to perform. The employee must be qualified for the position in which they are applying and will earn compensation and benefits of the new position if selected. The employee's original position will not be held open. Selection remains the prerogative of the employer, though all qualifications equal, the employee will receive preference. The outcome of the process may not be grieved.

#### **ARTICLE 40: TRAINING**

Training researched and proposed by an individual shall not be posted for bidding by remainder of membership without consent of the person the individual posting the training.

Two training lists shall be maintained by the Chief or his designate; one including officers, the other including paramedic/firefighters.

When only one training slot is available for any particular opportunity, will rotate between officer list and paramedic/firefighter list. i.e. for any particular opportunity, will start at top of one list and work down the list. When the next training opportunity becomes available, will start at top of the other list and work down that list. When two or more slots are available for the same training opportunity, will be offered to at least one officer and at least one paramedic/firefighter. If one list is exhausted, the other list may be utilized.

When personnel accepts training opportunity, they then go to bottom of their eligibility list. If officer or paramedic/firefighter turns down an opportunity, they will maintain current position on their list. Training may be offered to appropriate personnel at the discretion of the Fire Chief or their designee.

Compensation for training:

1-4 day training: 12 hours compensatory time for each off-duty day, to be used within sixty (60) days.

Training less than a week shall receive compensatory time at 1 ½ hours for every hour training to include travel time to and from and must be used within 30 days of the last day of training. When special circumstances arise prohibiting a member from using their compensatory time within 30 days, an extension may be granted at the discretion of the Fire Chief or his/ designee. If by no fault of the fire fighter time is unable to be use and no extension is granted then the fire fighter shall be paid the compensatory time. The Township at their option may pay overtime in lieu of compensatory time, but shall be determined prior to the class.

One week or two-week training (Monday thru Friday) the fire fighter shall not work the Sunday before or the Saturday after training.

**ARTICLE 41: NO LAYOFF CLAUSE**

The Township will not lay-off any union employees on staff as of September 1, 2011.

**ARTICLE 42: STATUTORILY REQUIRED LANGUAGE**

Pursuant to Act No. 9 of the Public Acts of 2011, effective March 16, 2011 amending 1947 PA 336 section 15 (MCL 423.215):

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

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

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

**ARTICLE 43: EMPLOYEE RECOGNITION AND HAZARD PAY**

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

43.2 At the sole discretion of the Township Manager, with concurrence from the Township Board, the Township may appropriate funds to members for hazard pay.

**ARTICLE 44: DURATION**

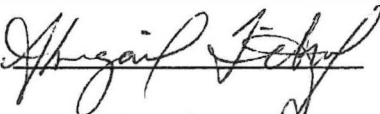

42.1 This contract is complete and binding upon both parties in all of its terms and conditions, and it shall extend from January 1, 2023, until December 31, 2026, and shall continue in full force and effect until a successor Agreement is reached. If either party desires to open the contract negotiations, that party shall provide written notice to the other party no later than ninety (90) days prior to December 31, 2026, that the party wishes to commence negotiations for a successor agreement. Negotiating sessions shall be held upon dates and times mutually agreeable to the parties.

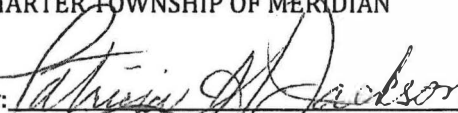
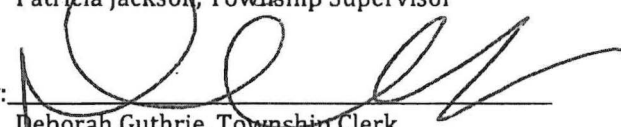
Individual copies of this Agreement shall be duplicated by Human Resources of the Charter Township of Meridian and distributed to each firefighter.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives on this 27<sup>th</sup> day of July 2023.

IN THE PRESENCE OF:

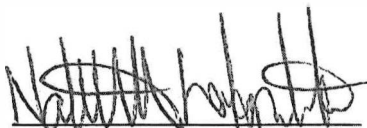
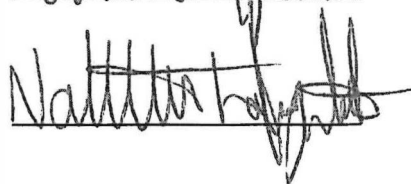
CHARTER TOWNSHIP OF MERIDIAN



  
\_\_\_\_\_  
  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Patricia Jackson, Township Supervisor  
By:   
\_\_\_\_\_  
Deborah Guthrie, Township Clerk

IN THE PRESENCE OF:

MERIDIAN TOWNSHIP FIREFIGHTERS ASSOCIATION  
LOCAL 1600, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS (IAFF)

  
\_\_\_\_\_  
  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Timothy Bobins, President  
By:   
\_\_\_\_\_  
Charles Malesko, Bargaining Committee

**APPENDIX A: WAGES**

**Fire Wage Scale 2023 - 2026**

<b>FIREFIGHTER YEARLY BASE</b>	<b>1/1/2023 2%</b>	<b>2/24/2023 1% + Add New Step 5 (5%)</b>	<b>1/1/2024 3%</b>	<b>1/1/2025 3%</b>	<b>1/1/2026 3%</b>
Step 5 - Senior		\$72,368.91	\$74,539.98	\$76,776.18	\$79,079.47
Step 4 - 3 years	\$68,240.37	\$68,922.77	\$70,990.45	\$73,120.16	\$75,313.76
Step 3 - 2 years	\$59,667.47	\$60,264.14	\$62,072.08	\$63,934.24	\$65,852.27
Step 2 - 1 year	\$54,180.80	\$54,722.61	\$56,364.29	\$58,055.22	\$59,796.88
Step 1 - Beginning	\$49,551.43	\$50,046.94	\$51,548.35	\$53,094.80	\$54,687.64
<b>YEARLY BASE</b>	<b>2023 2%</b>	<b>2/24/2023 Additional 1% Plus Add 5%</b>	<b>2024 3%</b>	<b>2025 3%</b>	<b>2026 3%</b>
Training/EMS Chief	\$85,945.31	\$91,102.03	\$93,835.09	\$96,650.14	\$99,549.64
Probationary	\$84,988.51	\$90,087.82	\$92,790.46	\$95,574.17	\$98,441.40
Fire Marshal	\$85,945.31	\$91,102.03	\$93,835.09	\$96,650.14	\$99,549.64
Probationary	\$84,988.51	\$90,087.82	\$92,790.46	\$95,574.17	\$98,441.40
Fire Inspector	\$81,161.27	\$86,030.95	\$88,611.88	\$81,270.24	\$94,008.35
Probationary	\$80,204.53	\$85,016.80	\$87,567.30	\$90,194.32	\$92,900.15
Lieutenant	\$74,897.35	\$79,391.19	\$81,772.92	\$84,226.11	\$86,752.89
Probationary	\$73,557.44	\$77,970.89	\$80,310.02	\$82,719.32	\$85,200.90
Captain	\$79,587.18	\$84,362.41	\$86,893.28	\$89,500.08	\$92,185.08
Probationary	\$78,653.32	\$83,372.52	\$85,873.70	\$88,449.91	\$91,103.41
Battalion Chief	\$84,277.01	\$89,333.63	\$92,013.64	\$94,774.05	\$97,617.27
Probationary	\$83,339.05	\$88,339.39	\$90,989.57	\$93,719.26	\$96,530.84
Assistant Chief	\$94,410.76	\$100,075.41	\$103,077.67	\$106,170.00	\$109,355.10
Associate's Degree	+ \$720 to the yearly base amounts				
Bachelor's Degree	+ \$1,200 to the yearly base amounts				

Meridian Township/MTFFA (2023-2026)

Effective January 1, 2023 – 2% increase for all employees covered under this contract.

Effective February 24, 2023 – 1% increase plus additional 5% for currently employed Lieutenants, Captains, Battalion Chiefs, Fire Inspector, and Training/EMS Chief. All other employees receive the 1% increase on February 24, 2023, along with a new 5% step added to the wage scale. Those who were in the prior top step will automatically move to the new top step effective February 24, 2023.

3% increases effective each January 1 for all employees covered by this collective bargaining agreement effective January 1, 2024 through the remainder of the contract.

**APPENDIX B**

LETTER OF UNDERSTANDING  
Between  
THE CHARTER TOWNSHIP OF MERIDIAN  
And  
THE MERIDIAN TOWNSHIP FIRE FIGHTERS ASSOCIATION, LOCAL 1600, IAFF


This is a Letter of Understanding between the Charter Township of Meridian and the Meridian Township Fire Fighters Association. The parties agree to the following:

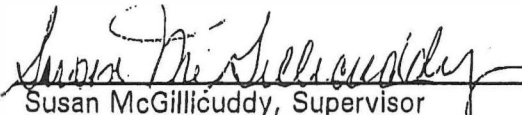
- 1.) Effective the first pay period following the signing of the 2002-2005 Collective Bargaining Agreement, the Department shall discontinue utilizing the title "Part-Time Acting Lieutenant/Ambulance Officer" and discontinue the practice of compensating the individual holding such title. The Department shall assign a Senior Fire Fighter (as set forth below) to serve as the ambulance officer and to perform the same duties as previously performed by the "Part-Time Acting Lieutenant/Ambulance Officer". Notwithstanding any other provision of the contract, the Fire Fighter performing this assignment shall not receive any extra compensation.
- 2.) A "Senior Engineer" position will be staffed by the highest seniority non-acting fire fighter. The "Senior Engineer" shall be compensated at the rate five percent (5%) higher than the Senior Fire Fighter wage.
- 3.) The "Senior Engineer" position will be utilized at Station 1 when staffing is at a minimum of nine (9) and at Station 2 when staffing is at a minimum of eleven (11).
- 4.) The most senior Fire Fighter on the shift will be assigned to the "Senior Engineer" position unless assigned to an Acting Officer position. If the most senior Fire Fighter is assigned to an Acting Officer position, the next most senior Fire Fighter on the shift will be assigned the Senior Engineer position. The next senior person on the shift, upon the beginning of the shift, will be assigned to the ambulance officer assignment, so to only move staffing to paid positions throughout the remainder of the shift.
- 5.) The primary responsibilities of the "Senior Engineer" will be as specified in the job description. Aside from those duties, the "Senior Engineer" will also function as a paramedic to maintain the Township current service delivery (i.e. Ambulance 4). Those procedures are spelled out in the Reserve Ambulance Operation of the Operating Procedure of the Meridian Township Fire Department, dated November 8, 2001.


Signed the 22 day of May, 2012 by the order of the Township Board of the Charter Township of Meridian.


INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS


CHARTER TOWNSHIP OF MERIDIAN

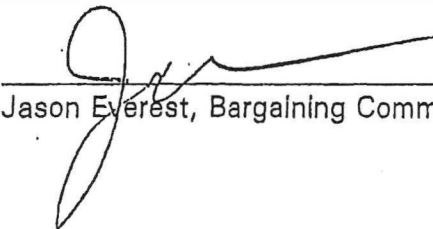
  
Kenneth A. Phinney, II, President

  
Susan McGillicuddy, Supervisor

  
Jeffrey Rommeck, Bargaining Committee

  
Mary M. G. Helmbrecht, Clerk

  
William Richardson, Bargaining Committee

  
Jason Everest, Bargaining Committee



**APPENDIX C**

LETTER OF UNDERSTANDING  
Between  
THE CHARTER TOWNSHIP OF MERIDIAN  
And  
THE MERIDIAN TOWNSHIP FIRE FIGHTERS ASSOCIATION, LOCAL 1600, IAFF

The parties agree that the Township will maintain full-time staff of 30 suppression and two administrative bargaining unit positions if utilizing part-time supplemental staff. Township is allowed a 90-day time period to fill these positions as they become vacant.

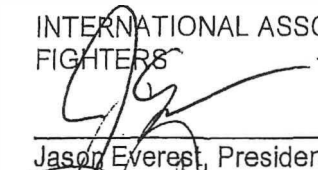
The Township shall maintain staffing to sufficient operate three ALS ambulances.

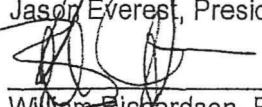
Part-time staff may be used to obtain the minimum staffing level with the following conditions:

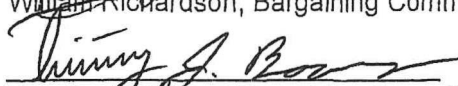
1. Part-time staff will not serve as officers or serve in "acting" positions.
2. At no time will two or more part-time staff operate an apparatus without a full-time person.
3. Part-time shall be partnered with Sr. Paramedic/Firefighter level or above.
4. Part-time staff shall meet same qualifications as an entry level Paramedic/Firefighter.
5. Part-time staff shall not include any person employed on a full-time basis for a police or fire department.
6. Part-time staff shall be excluded from special event sign-up.

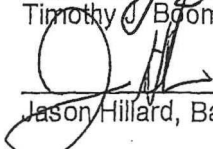
Signed this 28<sup>th</sup> day of April, 2017, by order of the Township Board of the Charter Township of Meridian.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS


  
\_\_\_\_\_  
Jason Everest, President

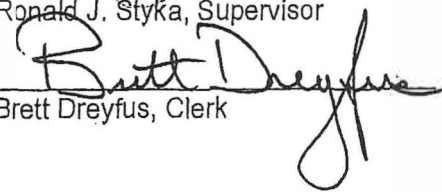
  
\_\_\_\_\_  
William Richardson, Bargaining Committee

  
\_\_\_\_\_  
Timothy J. Booms, Bargaining Committee

  
\_\_\_\_\_  
Jason Hillard, Bargaining Committee

CHARTER TOWNSHIP OF MERIDIAN

  
\_\_\_\_\_  
Ronald J. Styka, Supervisor

  
\_\_\_\_\_  
Brett Dreyfus, Clerk

**APPENDIX D**

**MERIDIAN TOWNSHIP FIRE DEPARTMENT  
5151 Marsh Road, Okemos, MI 48864**

**PHYSICAL EXAMINATION RECORD**

Height	Weight	General Appearance	
Temperature	Pulse	Blood Pressure (Sitting) Systolic	Diastolic
Color Perception R                    L	Vision Without Glasses R                    L	Vision With Glasses R                    L	Wearing R                    L

Check Whether Normal or Abnormal	Normal	Abnormal	Describe Checked Abnormalities as Numbered
1. Head, face, neck and scalp			
2. Nose			
3. Teeth and gums			
4. Mouth and throat			
5. Ears, general (int. & ext. canals)			
6. Drums (perforation)			
7. Eyes, general (visual acuity & refraction)			
8. Pupils (equality & reaction)			
9. Ocular motility (assoc. parallel movements,			
10. Lungs and chest (include breasts)			
11. Heart (thrust, size, rhythm, sounds)			
12. Vascular system (varicosities, etc.)			
13. Abdomen and viscera (include hernia)			
14. Anus & rectum			
15. Endocrine system			
16. Genitourinary system			
17. Upper extremities (strength, range of motion)			
18. Feet			
19. Lower extremities (strength, range of motion)			
20. Spine, other musculoskeletal			
21. Identifying body marks, scars, tattoos			
22. Skin, lymphatics			
23. Neurologic			
24. Psychiatric (specify any personality deviation)			

Urinalysis	I Specific Gravity	I Color	I Albumin	I Sugar
PPD:				
EKG Baseline and every 5 years after 35 years				
PFT Baseline and annually (optional)				
OSHA respirator fit questionnaire annually				
Hepatitis B Series				
Tetanus every 10 years or as clinically indicated				

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Examining Physician

**APPENDIX E**

LETTER OF UNDERSTANDING  
Between  
THE CHARTER TOWNSHIP OF MERIDIAN  
And  
THE MERIDIAN TOWNSHIP FIRE FIGHTERS ASSOCIATION, LOCAL 1600, IAFF

The parties agree that the Township will maintain full-time staff of 30 suppression and two administrative bargaining unit positions if utilizing part-time supplemental staff. Township is allowed a 90-day time period to fill these positions as they become vacant.

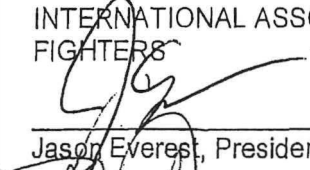
The Township shall maintain staffing to sufficient operate three ALS ambulances.

Part-time staff may be used to obtain the minimum staffing level with the following conditions:

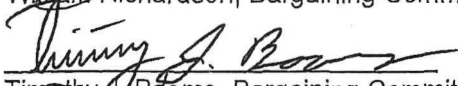
1. Part-time staff will not serve as officers-or serve in "acting" positions.
2. At no time will two or more part-time staff operate an apparatus without a full-time person.
3. Part-time shall be partnered with Sr. Paramedic/Firefighter level or above.
4. Part-time staff shall meet same qualifications as an entry level Paramedic/Firefighter.
5. Part-time staff shall not include any person employed on a full-time basis for a police or fire department .
6. Part-time staff shall be excluded from special event sign-up

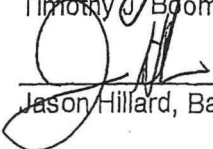
Signed this 28<sup>th</sup> day of April, 2017, by order of the Township Board of the Charter Township of Meridian.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

  
\_\_\_\_\_  
Jason Everest, President

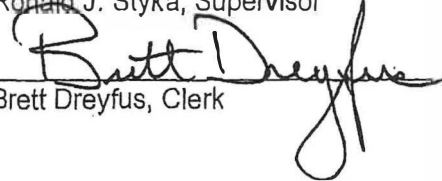
  
\_\_\_\_\_  
William Richardson, Bargaining Committee

  
\_\_\_\_\_  
Timothy J. Booms, Bargaining Committee

  
\_\_\_\_\_  
Jason Hillard, Bargaining Committee

CHARTER TOWNSHIP OF MERIDIAN

  
\_\_\_\_\_  
Ronald J. Styka, Supervisor

  
\_\_\_\_\_  
Brett Dreyfus, Clerk

**APPENDIX F  
LETTER OF AGREEMENT  
BETWEEN THE CHARTER TOWNSHIP OF MERIDIAN AND  
MERIDIAN TOWNSHIP FIREFIGHTERS ASSOCIATION LOCAL 1600, IAFF**

This Letter of Agreement is made between the Meridian Township Firefighters Association Local 1600, IAFF, representing the Meridian Township Fire Union and Meridian Charter Township (Employer), who are parties to a Collective Bargaining Agreement ("Contract"), in effect from January 1, 2023 to December 31, 2026.

**Whereas**, Appendix A of the Contract provides a wage scale for the duration of the Contract term.

**Whereas**, the Union and Employer recognize that the Township, its public safety personnel, and its residents are best served by fully staffed, qualified police and fire departments.

**Whereas**, the Union and Employer recognize and agree there is a need to position the Township as a desirable employer in the highly-competitive market for individuals pursuing a career in public safety, particularly where the pool of qualified candidates continues to be shallow and ranks are stretched very thin.

**Whereas**, the Union and Employer agree that a strategy of increasing wages will constitute a meaningful incentive to interested and qualified candidates, demonstrating the Employer's commitment to its public safety personnel and services.

Therefore, the Employer and the Union mutually agree to the following:

1. The 2024 wage scale set forth at Appendix A of the Contract shall be replaced with the following, effective January 1, 2024:


Yearly Base	2024 3% plus 10%	2025 3%	2026 3%
Senior Firefighter	\$81,993.98	\$84,453.80	\$86,987.41
Firefighter- 3 years	\$78,089.50	\$80,432.19	\$82,845.16
Firefighter- 2 years	\$68,279.29	\$70,327.67	\$72,437.50
Firefighter- 1 year	\$62,000.72	\$63,860.74	\$65,776.56
Firefighter- Beginning	\$56,703.19	\$58,404.29	\$60,156.42
Training/EMS Chief	\$103,218.60	\$106,315.16	\$109,504.61
Probationary	\$102,069.51	\$105,131.60	\$108,285.55
Fire Marshal	\$103,218.60	\$106,315.16	\$109,504.61
Probationary	\$102,069.51	\$105,131.60	\$108,285.55
Fire Inspector	\$97,473.07	\$100,397.26	\$103,409.18
Probationary	\$96,324.03	\$99,213.75	\$102,190.16
Lieutenant	\$89,950.21	\$92,648.72	\$95,428.18
Probationary	\$88,341.02	\$90,991.25	\$93,720.99
Captain	\$95,582.61	\$98,450.09	\$101,403.59
Probationary	\$94,461.07	\$97,294.90	\$100,213.75
Battalion Chief	\$101,215.00	\$104,251.45	\$107,378.99
Probationary	\$100,088.53	\$103,091.19	\$106,183.93
Assistant Chief	\$113,385.44	\$116,787.00	\$120,290.61

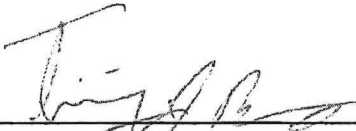
2. The Contract remains in full force and effect subject to the clarification and terms of this Letter of Agreement.

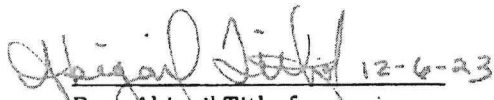
**AGREED.**

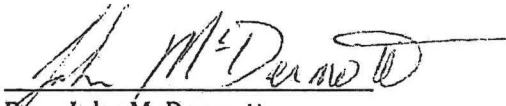
**CHARTER TOWNSHIP OF MERIDIAN**

**MERIDIAN TOWNSHIP FIREFIGHTERS  
ASSOCIATION LOCAL 1600, IAFF**

  
By: Frank Walsh  
Its: Township Manager

  
By: Timothy J. Booms  
Its: President

  
By: Abigail Tithof  
Its: Human Resources Director

  
By: John McDermott  
Its: Bargaining Committee Member