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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the matter of:

The Arbitration Pursuant  
to Act 312, Public Acts of  
1969, as amended, between the

Case No. D85-F1677

Charter Township of Canton,

Arbitrator John B. Swainson

-and-

Local No. 2289 of the International  
Association of Firefighters, also  
known as The Canton Township  
Firefighters Union, AFL-CIO.

STIPULATED INTERIM ORDER

These proceedings were commenced by the Union's filing of a Petition for Arbitration under Act 312, Public Acts of 1969, As Amended. The Petition was dated November 21, 1985. A prehearing conference was held on January 31, 1986. Several telephone conferences have been held since that date. This arbitration proceeding is still pending with hearings being scheduled for August 19, 20, 21, 22, 27 and 28, 1986. However, based upon the unique circumstances involved in this case, the parties have agreed to the entry of this Stipulated Interim Order which is hereby being entered pursuant to the provisions of said Act 312. This Stipulated Interim Order will be in effect until a final Opinion and Order are entered and at that time the provisions of this Stipulated Interim Order will be incorporated as part of that final Opinion and Order.

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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
OFFICE OF THE  
CLERK

IT IS HEREBY ORDERED that effective the date that this Interim Order is executed by the Chairman, the following provisions of the parties' collective bargaining agreement of December 29, 1982 through June 30, 1985 will be amended as follows:

1. Article XI, Section 1, Wages and Hours - Amend to read:

The following wage schedule shall be in effect for the term of this agreement:

Wage Schedule Effective and retroactive to July 1, 1985:

Schedule for employees hired, appointed or promoted to Firefighter classification prior to May 27, 1986:

	<u>Start</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>
Cadets - If program is utilized	\$15,041	\$15,821	\$17,122	
Firefighter	\$23,821	\$25,832	\$27,146	\$28,594
Sergeant	\$31,209			
Lieutenant	\$32,136			
Captain	\$33,111			

Schedule for employees hired, appointed or promoted to Firefighter classification on or after May 27, 1986:

	<u>Start</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Firefighter	\$18,000	\$23,821	\$25,832	\$27,146	\$28,594

Wage Schedule Effective July 1, 1986:

Schedule for employees hired, appointed or promoted to Firefighter classification prior to May 27, 1986:

	<u>Start</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>
Cadets - If program is utilized	\$15,492	\$16,296	\$17,636	
Firefighter	\$24,536	\$26,607	\$27,960	\$29,452
Sergeant	\$32,145			
Lieutenant	\$33,100			
Captain	\$34,104			

Schedule for employees hired, appointed or promoted to  
Firefighter classification on or after May 27, 1986:

	<u>Start</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Firefighter	\$19,000	\$24,536	\$26,607	\$27,960	\$29,452

Wage Schedule Effective July 1, 1987:

Schedule for employees hired, appointed or promoted to  
Firefighter classification prior to May 27, 1986:

	<u>Start</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>
Cadets - If program is utilized	\$15,957	\$16,785	\$18,165	
Firefighter	\$25,272	\$27,405	\$28,799	\$30,336
Sergeant	\$33,109			
Lieutenant	\$34,093			
Captain	\$35,127			

Schedule for employees hired, appointed or promoted to  
Firefighter classification on or after May 27, 1986:

	<u>Start</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Firefighter	\$20,000	\$25,272	\$27,405	\$28,799	\$30,336

Firefighting personnel who are certified by the State as  
Emergency Medical Technicians, and who maintain such  
certification, will be granted a \$400 yearly bonus in  
addition to their normal salary. This bonus will be  
paid on the employee's anniversary date of State EMT  
certification. Effective July 1, 1986 the yearly EMT  
bonus is increased from \$400 to \$450. Effective July 1,  
1987 the yearly EMT bonus is increased from \$450 to  
\$500.

2. Article XI, Section 2, Longevity Pay - Amend to read:

Longevity pay will be paid in accordance with the following  
schedule:

<u>Initial at 3 Years</u>	<u>Additional/Year After 3 Years</u>	<u>Maximum</u>
\$140.00	\$40.00	\$500.00

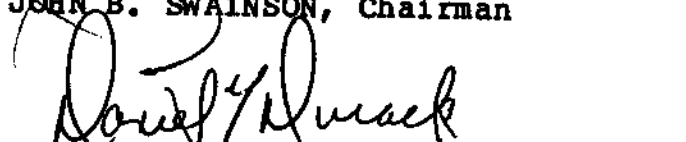
Longevity will be paid the first pay of December.

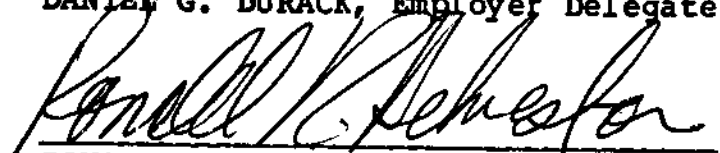
3. Article XIII, Section 6, Uniform Allowance - Amend first paragraph to read:

The Township shall provide protective gear for each firefighting employee, such as: Helmet, boots, OSHA-approved gloves, coat and bunker pants. Protective gear shall only be worn while at work. Each full time employee, after one (1) year of completed service, shall be entitled to a clothing allowance of Three Hundred and Fifty (\$350.00) Dollars payable the first pay period of January each year. The Township will provide firefighting employees with the initial issue of any changes which are ordered in their uniform. This shall include a one-for-one exchange of all uniform items so changed which are in reasonable condition.

4. All pertinent dates will be changed to reflect that the collective bargaining agreement expires on June 30, 1988.

  
JOHN B. SWAINSON, Chairman

  
DANIEL G. DURACK, Employer Delegate

  
RONALD R. HELVESTON, Union Delegate

Dated: June 10, 1986.

## TENTATIVE AGREEMENT

This Tentative Agreement was reached between negotiators for both the Charter Township of Canton (hereinafter referred to as the "Township" or "Employer") and Local No. 2289 of the International Association of Firefighters, also known as the Canton Township Firefighters Union, AFL-CIO (hereinafter referred to as the "Union") on July 31, 1986. This Agreement reflects the parties' tentative agreement as to changes and amendments to be incorporated in their collective bargaining agreement. Except as modified by this Agreement and the June 10, 1986 Stipulated Interim Order, all provisions of the parties' agreement of December 29, 1982 through June 30, 1985 shall be renewed and incorporated into a new collective bargaining agreement for the term specified below. This Tentative Agreement is subject to ratification by the Canton Township Board of Trustees and the Members of Local No. 2289. If any provision of this Agreement is rejected by either or both parties, the entire Agreement shall be null and void. While either party may adhere to any provision of this Agreement in a subsequent Act 312 Arbitration proceeding, no evidence that any such provision was part of this Tentative Agreement, or the Tentative Agreement itself, may be offered in the arbitration proceeding.

1. All pertinent dates will be changed to reflect that the collective bargaining agreement expires on June 30, 1988. All provisions of the Agreement will become effective following ratification by both parties, unless the parties have specifically agreed to a different effective date.
2. All Articles will be numbered using Arabic rather than Roman numerals.

3. Article VIII, Section 1, Step I - Grievance Procedure - Delete:

"If the disposition is not forthcoming within this time limit, the grievance automatically goes to Step II."

4. Article VIII, Section 1, Step II - Grievance Procedure - Delete all references to the Township Clerk.

5. Article IX - Amend to read:

DISCIPLINE

It is agreed that the maintenance of discipline is essential to the satisfactory operation of all departments. The employer agrees that in carrying out this function, it will:

a. Reprimand or Layoff

Prior to issuing any disciplinary action, the accused employee will be presented with written notice of the charges filed against him. The accused employee has the right to an informal hearing, conducted by the Chief of the Department, prior to the issuance of any disciplinary action. The Employer will provide the employee with an explanation of its evidence and the employee will have the opportunity to present his version of the incident. The employee shall be accompanied by his Union steward during the informal hearing, unless the steward's presence is waived in writing.

Any employee subject to an official reprimand, written or oral, or subject to a disciplinary layoff, suspension, or discharge, will have his steward present to discuss the case in an area designated by the Employer before he is required to leave the property of the Employer, unless that presence is waived in writing. The steward will be called promptly. If desired, a grievance may be signed at this time.

All grievances involving disciplinary layoff, suspension or discharge, shall be filed in writing within five (5) working days, exclusive of premium pay working days, after the layoff, suspension, or discharge is given. If the employee fails to file a grievance within this time limit, the penalty shall stand as final and binding except discharge cases shall automatically be set for hearing.

All grievances involving disciplinary matters shall be processed immediately in the second step of the grievance procedure.

When disciplinary action has been taken by the Employer against the employee, the Union shall be given a copy of the action taken.

b. Use of Past Record - Current Contract

c. Resort to the grievance procedure shall be the sole and exclusive method of "due process" and redress available to all members of the bargaining unit in regards to all matters of application and interpretation of this agreement, including but not limited to all matters of discipline, discharge, layoff and promotion.

Bargaining unit members shall have no right of appeal to any other forum including the Township Merit System Commission or any similar administrative body.

6. Article X, Section 3 - Layoff and Recall - Amend to read:

Section 3. Layoff and Recall. If for any reason of economy it be deemed necessary by the Township to reduce the number of paid members of the Fire Department, the Township shall follow the following procedure.

Lay-off: Such removals shall be accomplished by laying off in numerical order commencing with the last man appointed to the Fire Department, until such reductions shall have been accomplished.

Recall: In the event the Fire Department shall again be increased in number to the strength existing prior to such reduction of members, the firefighters laid off last under the terms of this section shall be the first to be recalled before any new appointments to the Fire Department shall be made.

7. Article X, Section 5, No. 4 - Fire Prevention Uniforms - Change "Four Hundred (\$400.00) Dollars" to "Four Hundred and Seventy-Five (\$475.00) Dollars".

8. Article XI, Section 3 - Hours of Employment - Add:

The Employer may, during the initial one (1) year probationary period of a Fire Cadet or Firefighter, place the probationary employee on a forty (40) hour per week schedule, but only for purposes of schooling away from Fire Department premises. During this time the employee shall suffer no reduction in pay, and shall not be counted for minimum manpower purposes.

9. Article XII, Section 5 - Vacations - Delete "clerk".

10. Article XII, Section 6 - Vacations - Add:

If a regular pay day falls during the time of an employee's scheduled vacation, he may receive his check before going on vacation, providing he notifies the Township in writing at least one full pay period prior to the time he goes on vacation.

11. Article XIII, Section 4 - Line five - Change "eight (8) hour increments" to "four (4) hour increments".

12. Article XIII, Section 8 - Holiday Pay - Change annual cash entitlement as follows:

Effective 7/1/86 - Change from \$1,000 to \$1,300.

13. Article XIII, Section 11 - Pension Program - Amend to read:

The Charter Township of Canton Retirement Plan, as amended, shall be continued for the duration of this Agreement. The current John Hancock Guaranteed Annuity Contract shall be continued for the duration of that particular contract. The employee will contribute 5% of base pay and the Township 10% of base pay. Further, it is understood that there is no credit for past service prior to July 1, 1976. The determining factor for eligibility for retirement benefits is the number of years of full-time service as a Township employee, as stated in the Township's Retirement Plan. A participant with 10 years of service, as determined pursuant to the Plan, may elect retirement benefits as early as age 55. Employees hired prior to December 29, 1982 become vested in the Money Purchase Plan and Retirement Plan after they have completed at least 20 months of service as defined in the appropriate Plan. Employees hired on or after December 29, 1982 become vested in the Money Purchase Plan and Retirement Plan after they have completed at least 10 years of service as defined in the appropriate Plan.

14. Article XIII, Section 13 - Hospitalization and Surgical Coverage - Amend first paragraph to read:

The Employer agrees to provide employees with B.C.B.S. MVF-1 coverage with Master Medical Option I, ML Rider, and \$2 drug prescription rider, or with equivalent or better coverage. The Employer shall pay the full cost of this coverage. The Employer has the right to select or change carriers, after discussion with the Union, provided that the coverage is



equivalent to or better than B.C.B.S. MVP-1 coverage with Master Medical Option I, ML Rider, and \$2 prescription rider.

New employees will be covered as provided for in the applicable insurance contract. An HMO option will be made available to all employees. The Township reserves the right to cancel a particular HMO in its sole discretion with sixty (60) days' advance notice to employees.

Amend third and fourth paragraphs to read:

The Employer shall provide future retirees and their current spouse, for the life of the retiree, with Blue Cross-Blue Shield MVP-1 Master Medical Option I with \$2 drug prescription rider and ML Rider. The Employer will pay 100% of the group rate for this coverage for employees who retire from the Employer with twenty-five or more years of service and who have attained age 55. The Employer will pay 50% of the group rate for this coverage for employees who retire from the Employer with less than twenty-five years of service and who have attained age 55. Upon reaching age 65, the Employer will assume full cost of the hospitalization Medicare Program, which will require the Employer to supplement the Medicare payments so that the employee is entitled to the above listed coverage.

Retirees who must pay 50% of the hospitalization and surgical coverage group rate shall pay such amount in advance on a quarterly basis. If payment is not received by the Township prior to the beginning of each quarter, the Township will mail a final request for payment to the retiree. Failure by the retiree to make full and complete payment each quarter within ten (10) days after the final request for payment is sent by the Township shall result in the retiree being dropped from the hospitalization and surgical coverage effective immediately. It is the responsibility of the retiree to insure that the Township is notified of his current address at all times.

Amend final paragraph to read:

The Township and Union agree that in the event the Township desires to change any insurance carrier, or to participate in self-insurance programs, the parties will negotiate concerning the change, except as otherwise provided in this Agreement. If the parties cannot reach an agreement, the dispute will be submitted to an insurance arbitrator.

15. Article XVII, Section 4 - Amend to read:

One copy of this Agreement shall be distributed by the Township to each member of the bargaining unit. Distribution

shall be made within thirty (30) days after ratification and signing by all parties.

16. Repayments - Add the following provision:

An employee shall repay all overpayments made to him by the Township. The maximum amount which can be deducted from any single paycheck is five percent (5%) of the employee's gross pay. There will be a two (2) year limitations period, beginning from the date of overpayment, within which the Township must begin making the deductions. This does not effect any right the Township may have under civil law.

17. The Township agrees to pay 100% of the group rate for the above described retiree hospitalization insurance for Art Winkel, Ken Witt, Dave Hamilton and Frank Chakrabarty provided these individuals retire from the Township with at least ten years of service and have attained age 55.

18. The Township agrees to pay Art Winkel for unused sick days he has accumulated as of the date of ratification of this Tentative Agreement by both parties, subject to the terms and conditions of all applicable sick leave provisions in the parties' 1982-1985 collective bargaining agreement (i.e. payment for one-half of unused accumulated sick days with the maximum possible accumulation for such purposes being eighty (80) work days). Effective upon ratification, Art Winkel will no longer be granted sick days, sick leave days, sick time or sick leave pursuant to the parties' collective bargaining agreement but instead will be covered by the same sick time policy as is the Fire Chief.

The undersigned, as counsel for the respective parties,  
certify that this tentative agreement has been ratified by both  
the Township and the Union.

John L. Cerretani 8/19/86  
John L. Cerretani, Esq. Dated  
Fitzgerald, Hodgman, Cox,  
Cawthorne & McMahon  
Attorney for Canton Township

Alison L. Paton 8/14/86  
Alison L. Paton, Esq. Dated  
Sachs, Nunn, Kates, Kadushin,  
O'Hare, Helveston & Waldman, P.C.  
Attorney for Canton Township  
Fire Fighters, Local 2289, IAFF