

2/26/75
ARB

Clinton Township of

STATE OF MICHIGAN
BEFORE A COMPULSORY ARBITRATION PANEL

In the Matter of:

CLINTON TOWNSHIP,
Employer

-and-

CLINTON TOWNSHIP FIRE FIGHTERS ASSOCIATION,
LOCAL 1381,
Union, Arising Under Act 312,
Michigan Public Acts, 1969.

2/26/75

The Clinton Township Fire Fighters Association, Local 1381, duly initiated binding arbitration procedures under Act 312 by sending a letter of March 16, 1974, to the Michigan Employment Relations Commission. On May 30, 1974, the Local sent a letter to MERC requesting arbitration. Subsequently, the parties designated Mr. Frank Heeney and Mr. Richard Rosin as panel members for Local 1381 and the Township, respectively. The undersigned neutral, Ronald W. Haughton, was appointed Chairman of the panel by the panel members designated by the parties. A hearing was duly held in the Knights of Columbus Hall at 33320 Kelly, Clinton Township, Michigan, on February 6, 1975. Both parties had a full opportunity to be heard and

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Haughton, Ronald W.

and to cross examine. A number of exhibits were presented and accepted in evidence. Final arguments were presented on the issues in dispute, and a transcript was taken.

The Township and the Union stipulated and agreed that the Act's procedural requirements were satisfied, that the arbitration panel properly had jurisdiction in this case, and that the arbitration award herein contained (except where specifically indicated) shall be retroactive to July 1, 1974.

The Award is as follows:^{1]}

1. DURATION OF CONTRACT

This Agreement shall be effective July 1, 1974, for a term of twenty-one (21) months (subject to the provisions contained in Schedule A, incorporated therein -- Wage and Hours) and shall expire on March 20, 1976.

2. UNION SPONSORED ACTIVITIES

2. Two duly elected or appointed Union representatives shall be allowed time off, without loss of pay, to attend Union sponsored schools and work seminars, not to exceed in any one (1) calendar year seven (7) calendar days.

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^{1]} It is understood that the language contained in this Award replaces and/or adds to the applicable language of the 1973-74 Agreement as introduced at the arbitration hearing. The language of the 1973-74 Agreement not referred to herein has been continued by the parties. The decisions on all economic issues are for the last best offer of the Township or Local 1381 as the case may be.

3. PERSONAL BUSINESS DAYS

Each full-time employee shall be entitled to two (2) personal business days per year which shall not be deducted from sick leave and the parties agree the interpretation for establishing the year will be based on the anniversary of appointment date in each case.

4. MAINTENANCE OF EQUIPMENT, BUILDING, AND GROUNDS

(b) Buildings: The fire fighters' duties shall consist of keeping the quarters of all fire department vehicles clean along with all other work directly connected with fire fighting. In addition, the fire fighters agree to paint living quarters only not more than once each calendar year; living quarters include the two administrative offices at headquarters. Heavy maintenance work which requires special skills, including by way of illustration, but not limited to, carpentry work, plumbing, or electrical work, wall washing and painting shall not be required of fire fighters. Fire fighters shall not be required to work on the outside of buildings or on grounds other than for window washing, cutting grass, and other types of work directly related to fire fighting.

5. OVERTIME AND CALLBACK (d) DELETE

6. HOLIDAY PAY AND BIRTHDAY LEAVE

Effective upon the issuance of this Award, except as provided in Footnote 2 below:

(a) All employees shall be compensated for the following holidays at one-half (1/2) their base pay for a twenty-four (24) hour day. Said holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veterans Day, Christmas Day, Washington's Birthday, Good Friday, Lincoln's Birthday, Columbus Day, Christmas Eve Day and New Year's Eve Day.^{2]}

2] A majority of the panel met on Feb. 13, 1975, and agreed that "Good Friday" shall be paid in June, 1975, and the additional holiday "Christmas Eve Day and New Year's Eve Day" shall be paid in November, 1975.

The employees shall receive holiday pay on the last payday in November for the holidays earned up to that time, except Washington's and Lincoln's Birthday, and Good Friday shall be paid on the first payday in June.

(b) Each employee shall receive a day off with pay for his birthday. The employee shall be allowed to choose what day he shall take off for his birthday provided it does not interfere with a previously scheduled vacation. Birthdays and/or vacation days will have equal status and scheduling will be done on first request basis.

7. FOOD ALLOWANCE

Effective July 1, 1974:

Each fire fighting employee shall receive, in addition to his regular salary, a food allowance to be paid on the last payday in November of each year. It is agreed that food allowance moneys will be pro-rated for new employees and terminated employees.

1974: The food allowance for 1974 contract year shall be Three Hundred and Fifty-five Dollars (\$355.).

The food allowance for the 1975-76 contract and future changes will be determined by multiplying the percentage of increase or decrease from September 1st through August 31 of each year of the Consumer Price Index (for food only) using the urban wage earners and clerical workers Detroit area schedule to the previous years food allowance.

8. PAY FOR ACTING RANK

(b) Temporary assumption of duties and responsibilities of higher rank - Anytime in the course of employment that an employee is required to assume the duties and responsibilities of higher rank, he shall be compensated at the higher rank base pay for all hours worked. This provision excludes periods of up to a minimum of two (2) hours, however, if he works beyond two (2) hours, he will be compensated at the higher rated job. At no time will this

rate of pay be higher than that of the rank immediately above the employee's existing rank. This paragraph 7(b) is to be applied so as to provide for a Lieutenant cap at headquarters station.

9. EDUCATIONAL INCENTIVE

Effective upon the issuance of the Award herein, Section 9, Educational Incentive, shall read as follows:

This program is offered to encourage employees to improve their job skills, to increase their value to the Township and to assist them in preparing for future advancements with the Township.

Educational increments will be allowed each employee of the Fire Department on an annual basis on the following basis:

Fire Science Certificate an additional Two Hundred (\$200.) Dollars.

Fire Science Associate Degree an additional Two Hundred (\$200.) Dollars over the certificate amount.

B.S. Degree Fire Science or associated field an additional Two Hundred (\$200.) Dollars over the Associate Degree.

Application for course work leading to any of the above degrees shall be approved by the Fire Chief on the basis that it is course work directly related to the employee's present job or directly related to a promotional position.

In no case will educational incentive exceed a maximum of Six Hundred (\$600.) Dollars for any employee. The employee shall receive the above amounts commencing on the next pay period following receipt of proof of said certificates and/or degrees by the Fire Chief.

Educational incentive shall be added to the base rates provided herein and shall be added to each employee's straight time hourly earnings for all hours worked. The educational incentive shall be taken into account in

computing overtime, vacation payments, holiday payments, call in, sick leave payment and other compensated time off.

10. AMOUNT OF VACATION

Beginning his twentieth (20th) year of service the employee will receive one (1) additional vacation day per year.

Such vacation time may be accumulated to a maximum of eighteen (18) vacation days in any calendar year and any accrued vacation time in excess of the amount shall be forfeited, except in case of an employee who, through no fault of his own, has to work because of an emergency, i.e. civil disorder, great conflagration, flood, epidemic of pestilence or disease.

11. SCHEDULING OF VACATION

(a) Vacations may be taken at any time throughout the calendar year, provided that the scheduled dates are posted in accord with this Agreement, on the roster and approved by the Chief at least five (5) calendar days in advance. An employee may have a single day vacation day after March 1 of each year when the posting of the same shall be given by notice in advance by at least five (5) calendar days and when the same is approved by the Chief. Not more than two (2) employees per shift shall be on vacation at any one time, however, this number can be exceeded provided there is no added cost to the employer and the change does not modify a prior approved vacation and no man will be allowed to take a one (1) day vacation day more than once a year, except where there is a vacant single day between vacations as regularly scheduled, the same may be given to an employee with the approval of the Chief.

12. UNIFORMS AND CLOTHING ALLOWANCE

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Each employee upon his appointment to the Fire Department, shall furnish such complete uniform as may be required and thereafter, he shall receive the sum of One Hundred (\$100.) Dollars each six (6) months as of July 1, 1974, ~~and will be paid the first of December for each six (6) months~~; commencing on July 1, 1975, this amount will be One Hundred, Twelve and 50/100 (\$112.50) Dollars, for the purpose of maintaining, cleaning, and/or replacing such

uniforms or parts thereof. In the case of employees who are required to wear dress uniforms to or at work continuously, the amount shall be One Hundred, Twenty-five (\$125.) Dollars each six (6) months. Provided, however, employees serving in the Fire Department at the time of this Agreement shall receive such amount on June 1 and December 1 of each calendar year in accordance with the policy heretofore established for clothing maintenance and replacement. Provided, further, in case of termination of employment by death, retirement, resignation or in any other manner or means whatsoever such payment shall be pro-rated based on the anniversary date of employee as related to the aforesaid dates for this allowance.

Each employee upon his appointment to the Fire Department and completion of his probation, shall receive a separate allowance of One Hundred (\$100.) Dollars to be applied toward the purchase of a dress uniform.

It is further agreed that any change in uniform requirements or style of uniforms as specified or practices in the past, shall be done at no cost to the employee, and reimbursement will be made to the employee following receipt of cost statement by the Chief or his designee. It is further agreed that any such changes shall take place amongst all employees in as short a time as practical.

13. GRIEVANCE PROCEDURE

1. The procedure for mediating and resolving grievances provided hereinafter shall apply to any and all grievances which any employee may have, provided, however, except that in those cases where the employee files a complaint or grievance with the Civil Service Commission under Act 78 he will not be eligible for the use of arbitration under the contract as described herein.

2. Procedure: The affected employee has the right to attend any and all grievance procedures. A grievance committee, not to exceed three (3) members, designated by the Union, shall be established to process grievances according to the following procedure:

STEP ONE

An employee, and/or grievance committee shall present any complaint to the officer in charge of the complaining employee's shift and the parties shall attempt to resolve the matter at that level. In the event the employee chooses to present the complaint without the intervention of the grievance committee, they shall be given an opportunity to be present.

Any complaint concerning the direct action of the chief or his assistant, or any grievance that may affect large numbers of the employees may be commenced at Step Two of this procedure.

STEP TWO

If the grievance is not settled in Step One, the employee and/or the grievance committee shall submit the grievance in writing to the Fire Chief or his designee within five (5) days of the conclusion of Step One. The Fire Chief shall attempt to resolve the grievance by conference with the employee and the grievance committee within five (5) days of the receipt of the written grievance, and shall furnish written reply to the employee and the grievance committee within five (5) days of the conference with the employee and the grievance committee.

STEP THREE

If the grievance committee is not satisfied with such reply, the grievance committee shall give notice to the Fire Liaison Officer of the Township that the decision of the Fire Chief is being appealed within five (5) days of such reply. The Fire Liaison Officer shall attempt to resolve the grievance by conference with the employee and the grievance committee. Either party may include other resource people as may be deemed necessary at this conference. Within ten (10) days following the conference, the Fire Liaison Officer shall furnish his written decision to the employee and the grievance committee.

STEP FOUR

~~XXXXXX~~ If the grievance remains unsettled after completion of Step Three of the grievance procedure, such grievance within fifteen (15) days after reply of the Fire Liaison Officer is due the Union or the Township.

STEP FOUR

If the grievance is not satisfactorily adjusted in the last preceding step, either party may in writing request arbitration of such grievance within fifteen days after reply of the fire liaison officer is due.

~~by written notice to the other, may request arbitration~~

The arbitration proceedings shall be conducted by an arbitrator selected by the Township and the Union. The arbitrator shall be a person mutually agreed to by both the Township and the Union. In the event the parties have not agreed to an arbitrator within ten (10) days after notice of request for arbitration has been received, an arbitrator shall be selected and appointed in accordance with procedures of the American Arbitration Association and such arbitrator shall have authority to hear and decide the case.

The decision of the arbitrator shall be binding and final on both parties, and the arbitrator's decision shall be rendered within thirty (30) days of the close of hearings.

Expenses for the arbitrator's services and the proceedings shall be shared equally by the Township and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. A verbatim record of the proceedings may be had by either the Township or the Union if either party requests one, providing the cost of such a record shall be borne by the party requesting it.

Section 3. Time Periods

(a) Any period of time specified in the grievance and arbitration procedure for the giving of notice or the taking of action shall be interpreted to exclude Saturdays, Sundays, and Holidays. Also, any of the time limits incorporated herein may be extended by mutual written agreement of the parties.

(b) There shall be no punitive action taken nor discipline initiated against any employee for any action resulting in a grievance, so long as that grievance is being pursued along the proper channels and the outcome determined according to the conditions of this Agreement.

14. SALARY SCHEDULE "A"

Salary Schedule "A" first year commencing July 1, 1974, through June 30, 1975:

| | <u>To</u> <u>Start</u> | <u>After</u> <u>6 months</u> | <u>After</u> <u>1 year</u> | <u>After</u> <u>18 months</u> | <u>After</u> <u>2 years</u> |
|---------------|---------------------------|---------------------------------|-------------------------------|----------------------------------|--------------------------------|
| FIRE FIGHTERS | \$11,709. | \$12,359. | \$13,270. | \$14,111. | \$14,375. |
| SERGEANT | 14,950. | 15,525. | | | |
| LIEUTENANT | 16,146. | 16,767. | | | |
| CAPTAIN | 17,437. | 18,108. | | | |

Salary Schedule "A" second year commencing July 1, 1975, through March 30, 1976:

Salary increases shall reflect the percentage increase as shown on the Consumer Price Index Report, published by the Bureau of Labor Statistics, U. S. Department of Labor, for the City of Detroit. Salary adjustments will be limited to a minimum increase of five (5%) per cent of base salary; with the maximum increase of eight (8%) per cent of base salary. Percentage of increase shall be determined by computing the difference between May, 1974, and May, 1975, as published.

If the Consumer Price Index should reach an annual increase of fifteen (15%) per cent, or over, the parties agree to reopen this Agreement with consideration given to Salary Schedule "A" only for the 1975-76 contract.

15. The request for ^{AN} increase in life insurance is denied as per the last offer of the Township.

16. The request for optical insurance is denied as per the last offer of the Township.

17. There is hereby incorporated as a part of this award the shaded portion of p 30 of Panel Ex 2 and all of p 34 of Panel Ex 2.

Ronald W. Haughton
Ronald W. Haughton, Chairman

Richard E. Rosin
Richard Rosin, designated by Clinton Township
Dissenting as to Items 6, 7, 12, 13-2, Step 4 and 14
Salary 7/1/74 thru 6/30/75.

Frank Heeney
Frank Heeney, designated by Local 1381
Dissenting on Items 5, 15, 16, and 5%-8% part of Item 14.