

131
WALTER S. NUSSBAUM, J.D.

ARBITRATOR & FACT FINDER

20833 SOUTHFIELD ROAD, SUITE 100

SOUTHFIELD, MICHIGAN 48075

(313) 569-2666

March 27, 1981

James Amar
Michigan Employment Relations Commission
State of Michigan Plaza Bldg.
Sixth Floor
1200 Sixth Avenue
Detroit, MI 48226

Re: Township of Clinton -and-
Township Firefighters, Local 1381,
IAFF, AFL-CIO
Case No: D79 K3187

Dear Mr. Amar:

I have enclosed a signed original copy Opinion and Award, together with a conformed copy of the Opinion and Award in the above case.

Examination of the Opinion and Award show that by a varying majority the Award was approved in its various segments and there are dissents without opinion from some of the findings of the majority. However, as to each issue that existed at the close of hearings there has been a final Award.

Two copies of this Award are being transmitted to each of the Arbitrators for the respective parties for retransmittal to counsel representing the employer and the collective bargaining representative.

A statement for services will follow in short order.

Respectfully yours,



Walter S. Nussbaum

WSN:ja

cc: Charles Towner
Ronald Helveston
Mr. Rosin
Mr. Heaney
Clinton Township

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STATE OF MICHIGAN

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

(Statutory Arbitration Pursuant to
Act 312 of the Public Acts of 1969,
as amended)

TOWNSHIP OF CLINTON,

-and-

TOWNSHIP FIREFIGHTERS ASSN.,
Local 1381, IAFF, AFL-CIO,

WALTER S. NUSSBAUM, Chairman
Appointed by the MERC

RICHARD ROSIN, Member
Appointed by the Employer

FRANK HEENEY, Member
Appointed by Local 1381

APPEARANCES:
(For Township)

Charles R. Towner

(For Local)

Ronald R. Helveston
Marston, Sachs, Nunn, Kates,
Kadushin, & O'Hare, P.C.

PROCEDURAL MATTERS

The collective bargaining agreement between the parties which has been preserved by the reason of the commencement of the arbitral process was itself a product of the arbitration process and expired in March of 1980. Therefore, the parties have been without a contract since on/or about March 21st, 1980, a period

121 MAR 27 PM 3:26

of not less than ten (10) months. On the key issues, those issues which tend to mark the success or failure of the bargaining process, the bargaining process has been unproductive.

In spite of State mandated mediation which narrowed the area of dispute, the parties failed to resolve enough of the disputed areas in the mediation process to conclude a contract. This was through no lack of effort by the mediator but stemmed from different philosophical and economic perspectives which were examined, in detail, first by the parties and then by the panel.

Arbitration was demanded and ultimately the State of Michigan appointed Walter S. Nussbaum as Chairman of an arbitration panel, and each of the parties nominated and seated a member of the panel as indicated above.

The following issues were brought to the table by the Union:

- 1) Wages.
- 2) Cost of Living Adjustment.
- 3) Adjustments to the Pension Plan.
- 4) Vacation Schedule adjustments.
- 5) Safety (a) Minimum Manpower (manning at a safe level.
- 6) Reduction of Hours. (Reduction of the work week , from the present 56).
- 7) Health Insurance Improvements.

- (a) Dental Insurance
- 8) Training officer positions.
- 9) Clothing Allowance.
- 10) Holidays.
- 11) Arson Division.
- 12) Residency Definition.

The following issues were brought to the table by Management:

- 1) Elimination of Time Trading.
- 2) Limitations on Holidays.
- 3) Modification of the Food Allowance.
- 4) Substitution of Personnel (Senior Pipemen).
- 5) Modification of Retiree Benefits.
- 6) Inclusion of a Management Rights Clause.
- 7) Limitations on one day vacations.
- 8) Scheduling of vacations.
- 9) Modification of the grievance procedure.
- 10) Limitation of sick leave, vacation and other benefits.
- 11) Different proposals relating to wages and cost of living adjustments.
- 12) Residency.

During the course of proceedings and following the first hearing which occurred on October 31, 1980, the parties resolved Union demands relating to:

- 1) The Arson Division.
- 2) Residency Provisions, as well as
- 3) The Training Officer Position.

On/or about December 16, 1980 the parties arrived at certain stipulations which were designed to govern the further progress of the proceedings. Those written stipulations were:

1) The parties waived the 30 day time limit for the conclusion of the hearing, contained in Section 8 of Act 312, however, the records shall be closed at the conclusion of the second full week of January, namely January 16, 1981.

2) Written briefs will be due, postmarked 14 days after receipt of the last transcript from the Court Reporter, and a concluding oral argument is waived, unless the panel itself requests such a argument.

The procedure for settlement of disputes in a narrow area of public sector contracts relating to the delivery of public safety services is found in Act 312 of the Public Acts of 1969 as amended, MCLA 423.231, et seq. The pertinent criteria mandated for consideration by the panel are found in Section 9 of that Act, being MCLA 43.239:

"Basis for findings, opinions and orders.

Section 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the

proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparision of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and seVICES, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not

confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment."

In the area of pure economics the panel is constrained by the statutory provisions under which it is convened to selecting between competing economic offers proposed by the parties as to each issue remaining when the dispute is submitted¹.

In the course of preparing the Opinion and Award, as

1/ MCLA 423.238, Section 8: At or before the conclusion of the hearing held pursuant to section 6, the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive. The arbitration panel, within 30 days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion and order and shall mail or otherwise deliver a true copy thereof to the parties and their representatives and to the employment relation commission. As to each economic issue the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. This section as amended shall be applicable only to arbitration proceedings initiated under Section 3 on or after January 1, 1973.

here included, the disputes submitted by the parties will be identified by the nature of the contract provisions sought to be adjusted and the party making each of the competing demands. The parties last offer in the specific area (where applicable) will be stated and the panel's findings of fact with reference to that offer will be stated; and there will follow a brief discussion and the statement of the award.

GENERAL FACTS

Clinton Township is a Township which has been organized under the general laws of the State of Michigan and is located in central and eastern Macomb County in the vicinity of Mt. Clemens. It borders upon a number of surrounding communities both incorporated and unincorporated, and contains approximately 29 square miles with a population of some 69,000 residents. Previous to recent economic events of a national scope, Clinton Township was growing at a very rapid pace, but the growth has been inhibited to some extent due to shortage of available funds for the construction industry.

The parties have agreed, and the arbitration panel finds that the department at the time of the commencement of the arbitration consisted of 37 members who were subject to the provisions of the collective bargaining agreement. The parties further agreed, and the Award will so designate, that the contract which is the subject matter of the Award will expire on March 31, 1982, that the previous contract expired at midnight on

March 20, 1980 and that first contract period should be for a period from the commencing at 12:01 A.M. on March 21, 1980 and concluding on March 31, 1981 at midnight. The second period of the contract shall be from April 1, 1981 through March 31, 1982.

During the period beginning with March, 1979 and terminating March, 1980, the applicable Consumer Price Index increased from 211.6 to 242.2, an increase of 14.46 percent and during the first six months of the contract year, ending in March of 1981, the applicable Consumer Price Index increased from 242.2 to 261.4, an increase of 7.92 percent.

With reference to the Township form of government, the Township is governed by a statutory Township Board consisting of a supervisor, clerk, treasurer and four trustees. Its sources of revenue ordinarily can be categorized as follows:

- 1) Ad valorem taxes as allocated to it by the appropriate County Board.
- 2) State revenue sharing including, but not limited to, general revenue sharing, highway and street fund transfers.
- 3) Federal grants of various kinds natures and descriptions.
- 4) Fees and charges generated by the Township's regulatory authority such as building and construction permits, possibly animal licenses.²

^{2/} State and Federal grants are sometimes subject to restrictions on usage or require matching funds. Inspection fees and other police power charges are restricted as to usage and duration by Michigan law.

5) Interest and investment income.

The panel finds it to be a fact that in any organization which does not have a specific product to sell and the capacity to set its own prices, there is always programatic competition within the organization for general revenue funds. Different persons in the Township, different organizations within the Township and different segments of Township government are constantly competing with one another to demonstrate the overriding importance, value or worth, of a particular program and therefore the competing need for the dollars available from the general revenues available to the Township.

A majority of the panel finds as a fact that as Township revenues have grown, the portion of Township revenues allocated to payroll budget for the fire department have decreased. It is an accurate statement that Township revenues increased more than 100 percent from the period 1975-1979. It is equally true that during that period the same period the fire department budget has increased 73 percent and that the payroll portion of the fire department budget has increased only 14 percent in gross dollars.

The above comment is not to say that the firefighters portion of the budget should have increased proportionately but only to say, on a statistical basis, the competing programs have resulted in a reallocation of dollar oriented priorities within

the Township over a period of several years.

GENERAL STATEMENTS OF PARTY POSITIONS

The Union, in this negotiation, is challenging an important theory of governmental power in Clinton Township, by bargaining and arbitrating in specific and direct opposition to the Township's perception that firefighters are entitled to the same size piece of pie by way of improvement in wages, hours and working conditions, as every other unit with whom they bargain.

This panel has been asked to deal with the Township's claim that the grant of the Union's request for wage adjustments will disturb the symmetry, if not uniformity of the wage plan. (take a bigger than fair share of the wage pie).

In dealing with a related problem, Arbitrator (former Circuit Judge) George Bowles, discussed the problems attendant upon injection of non allowed criteria into the arbitration³. The Chairman of the panel accepts Arbitrator Bowles' reasoning and proceeds from it to conclude that all of the following variables make it impossible to arrive at a decision based on the principals, of equality or symmetry.

- a) Differences in job assignment.
- b) Differences in skill levels.
- c) Differences in hours and attendant problems relating to 24 hours shifts.

³/City of Livonia & Firefighters Local 1164, signed April 28, 1978.

d) Differences in employment risks.

It is only in the area of the public safety service, the delivery of police and fire services to the community, with the special hazards both to the citizenry in the event of deprivation of such services, and to the employee performing such services, that the legislature has seen fit, in statutory form, to define the criteria by which arbitrators shall determine the merits of the parties relative positions. In this regard no member of this panel was responsible for the drafting of language found in Section 9 of Act 312 setting forth the relevant criteria, but each member of this panel is charged with the duty to apply such criteria without granting priority to any single one of them. It is particularly noted that the framers of the Statute did not see fit, in categorical terms, that the criteria should be considered in a certain order of sequence, or importance. All the criteria are properly to be considered by the panel, and it rests in the sound discretion of the panel to determine which of the criteria are the most applicable or the more applicable.

The Chairman of this panel is not concerned with, nor will he determine finally, or dispose of the issues between the parties either on the basis of the Township's claim that the Union wants too big a piece of the available pie, referring to the amount of revenues that are available for distribution among the several programs for which the Township must pay, or the

Union's response that it enjoys a shrinking share of an increasing budget.

The consummate skill of opposing counsel in this case in presenting all of the available data to this arbitration panel in the light most suited to meet his constituencies' need has met the best standards of labor advocacy that this Arbitrator has ever observed. With a skill and daring that sometimes challenges the courage of the Chairman, the parties undertook to persuade the panel to accept simplistic approaches to complex, political-economic problems. This resulted in the casting out of a challenge to weigh, measure and define testimony and exhibits encompassing 7 hearing days and upwards of 120 exhibits. No arbitration panel can be sure it is treating all community employees equally, however, that is not the mandate of the Statute. The mandate of the Statute is to determine whether the employers' view or the employees' view on the economic issues more nearly meets the statutory criteria for determination.

WAGES (Economic Issue) 1980-81 CONTRACT YEAR.

The parties in their last offers, made pursuant to Act 312, Public Acts of 1969, Section 8, have agreed that the first year of the contract shall extend for a period of more than one calendar year. It is therefore awarded that the first year wage rate shall apply for the period March 21, 1980 through March 31, 1981, inclusive. (See Appendix A).

DISCUSSION
WAGES 1980-1981

The employer has lawful authority to employ fire fighters and raise money through general taxation to provide this service. In addition the employer has a statutory authority to raise the funds to render services beyond the funds which are available through generalized ad valorem taxation. (Acts 129 and 130 of the Public Acts of 1974.)

In Clinton Township through three of the last four years both revenues exceeded budget, and expenditures were below budget, in the fourth year, although revenues were less than budget, expenditures were even farther less than budgeted, with the result that a fund surplus was accumulated by the Township. Further, the Township's sound stewardship of its funds has resulted in the creation of a revolving fund for replacement of capital equipment, to which funds have been appropriated which appropriations appear to be carried from one budget to another, even though sums remain unexpended in that fund.

The interests of the public and the welfare of the public should be served well if the public is served by a reasonably compensated fire service, adequately manned, and comparing reasonably with other like communities in the vicinity.

The Township specifically declined to claim an inability to pay the demands of the firefighters, and the financial documents furnished by the Township and offered by the Union as Exhibits adequately demonstrate an ability to pay, see

Exhibit U-52, 53, 54 and 55. A comparison of the exhibits furnished by the parties would demonstrate that the offer of the firefighters on salaries when considered with COLA factors would raise the firefighters' wages to the median group, slightly above the center of the Township's comparables, almost certainly in the middle as comparable to the Township and the firefighter comparables combined.⁴

Under the circumstances, acceptance of the Union's first year offer would appear to be reasonable and would place the Union 20th out of 30 of their comparables and 7th out of 9 Township comparables.

In discussing the use of comparables this panel is familiar with the fact that each side has used those cities, villages, and townships which more favorably reflect their interests, in terms of the art of advocacy. The cold hard fact of the matter is that when the Union's proposal with reference to wages and the Township's proposal with reference to COLA for the first year are combined, one gets a combination which is reasonable and acceptable and compares well to other similar communities located in Wayne, Oakland and Macomb counties. Please note that both the Township and the Union considered as separate demands and proposals Wages first year, COLA first year, Wages second year, COLA second year. As a result this panel is

⁴ See Exhibits E28, 28(a), as well as Union Exhibit 23.

dealing with wages and cost of living adjustments in each year as separate proposals but is considering the combined economic impact on an employer and employees alike in arriving at final recommendations. Neither at the top nor bottom and are therefore reasonable. This community, like others, contains the average number of department, variety and food stores, the prices are similar, employees in public and private employment enjoy similar wages and fringe benefits and on the whole the Union's last offer coupled with the Township's last offer on cost of living provides a wholly acceptable level of compensation.

A review by the panel of the entire picture compels the conclusion that the overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and other excused time, insurance and pensions, medical and hospitalization benefits require some modest revision to meet the standards of comparability which are acceptable under Section 9(d) of Act 312. These other provisions do not require any gross adjustment, and the adjustments are of minor significance.

With reference to the stability of employment, there has been one layoff, (1976) involving six persons, in the fire department and the department has not yet been restored, at the commencement of arbitration, to its full strength as it existed before that layoff, which has created problems with regard to manning and certain safety items which will be discussed elsewhere in this opinion. There has been no substantial change in any of the above circumstances during the pendency of the

arbitration proceedings. In general it would appear to this panel that a wage level for the first year of the contract that would incorporate the Union's last best offer on wages and the Township's last best offer on cost of living would be appropriate to the circumstances, alleviate some of the problems created by inflation, but not all of them, and would require some degree of sacrifice by the employees, some reordering of priorities by the community, but on the whole would be fair, reasonable and equitable. (See Appendix A).

SECOND YEAR - WAGES & COLA

In connection with the Award of the second year of the contract expiring 1982, the panel has been constrained to deal with a comparison of all of those exhibits used in making the first year Award and to apply the second year proposals as a modification or addition to the first year award. A review of the last best offers in light of the Township exhibit E28A and the Union Exhibits U52 - U54, inclusive would lead one to believe that the combination of COLA as offered by the Township and salaries offered by the Township superimposed upon the first year Award would place the Union in a position below the top wage pattern, but not at the bottom of the Township's comparables for the second year of the contract which is being awarded.

At or near the conclusion of proofs, the Township discovered an error in calculation in its last offer and requested leave to amend its last offer which leave was granted

on the affirmative vote of two members of the panel. The Chairman is informed that no formal dissent will be filed as to this ruling by the third member of the panel.

An amended last offer was submitted which amounted to the equivalent of a 7 percent increase over the wages demanded by the fire fighters for the first year plus \$500.00 thereby scaling a top wage for a firefighter at \$24,713 after two years. Considering maximum level inflation, a fire fighter in the Township of Clinton could earn as much as \$25,500.00 for the contract year ending 1982 under the Township's last best offer. When one considers that in the City of St. Clair Shores, that for the contract year ending in June of 1980 the contract brought a firefighter wages of \$23,760.00 including COLA and that in Harrison Township the wages were \$23,310.00, then there is hardly room for doubt that when new contracts are concluded in adjacent areas, including such well populated areas as Warren, Clinton Township would be approximately in the middle of the pack, adopting the Township's offers.⁵ Under the circumstances the Township's offer for the second year appears to be reasonable and will be incorporated in the final award.

PENSION PLAN
RETIREE HEALTH CARE

^{5/} Since the initial draft of this Award was prepared St. Clair Shores has resolved its contract with the firefighters and the panel is informed and believes the fact to be that the wages awarded are in excess of those awarded under this Award and there are significant differences in COLA benefits.

The Union has proposed two changes in the pension formula.

- 1) Increase of annuity factor.
- 2) Change in Definition of final average compensation.

The Township has resisted these two proposals and has suggested that there be no change as to the years to be considered in computing entitlement and the rate at which pension is computed. Review of all pertinent data including testimony of the actuary and pension experts, would indicate that granting the Union's request at this time would take this panel into an area which required that the Union establish, by convincing evidence, not only that the Township could afford to purchase the additional benefits which were requested, but also that these benefits would put the Township of Clinton into the mainstream of comparables, the Union has failed to bear its burden of conviction, that is to say that a majority of this panel is unconvinced that the grant of the Union demand would be consistent with the applicable of criteria in Section 9. Accordingly, the Union's proposed modification shall not be granted.

The Township has proposed to remove from the Pension Plan, provisions for retiree benefits which may be found in Article VIII, Section 4 of the existing contract. (The last contract is retained, by statute, pending conclusion of an

arbitration under Act 312). ⁶ The grant of health care benefits was inserted as a result of the last Act 312 arbitration. A majority of the panel finds that there was no substantial, credible, or convincing evidence, taking the record as a whole, that would dictate a change in the provisions of this Section to harmonize it with a change in circumstances which might have occurred since September, 1979 and therefore requiring such a modification. The Township proofs were unconvincing and the argument relating to funding fails, in the reflected light of the Township's inaction on matters of funding since September, 1979, while contemporaneously accumulating a reported fund surplus.

A majority of the panel is not convinced that, applying the criteria of Section 9, a change from the status quo is mandated. The last Act 312 panel presumptively had before it sufficient evidence to require it to add the clause now sought to be removed. Therefore, a majority of this panel, not perceiving any adequate record foundation for the Township's request, will award no modification in this provision.

VACATION SCHEDULING

Both parties have come to the panel with requests on

^{6/} MCLA 423.243, Section 13: During the pendency of proceedings before the arbitration panel, existing wages, hours and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to his rights or position under this act.

positions relative to vacations that have a certain appeal on first viewing. The Union would have liked to continue the present program with full right to take one day vacations.

Management would like to restrict the employment of vacation time in a way that would assure it that the Department is always adequately manned and also that would not result in unreasonable accumulations of overtime as a consequence of the one day vacations. The conflict inherent in these basic positions is amplified by the Union demand in the area of manning. (A safety issue to which economic considerations are secondary or non-existent).

This panel must treat manning, vacations, and all other compensated time off, in a manner which treats respectfully its findings on the safety issue raised by the Union, and the economic issued raised by management. Therefore, the panel will not disturb any more of the existing language relating to vacations, except as necessary to accomodate established safety mandates and provide ultimately reasonable access to accumulated vacation time, or payment for the same at the option of a fire fighter.

Manning as it relates to vacation, and manning as a safety issue present different aspects of the need to deliver adequate manpower and equipment to the fireground in order to conduct the following operations:

- 1) Size up.

- 2) Survey and Rescue.
- 3) Connection and fire attack.

The representations of the Union, reluctantly bolstered by the testimony of the Chief, would indicate that, with a considerable degree of regularity, initial response to a working fire has been limited to two men, a single piece of equipment, followed four to seven minutes later by additional manpower and equipment. The Chief, albeit reluctantly, corroborates the testimony of Sgt. Elliott and panel member Heeney, that two men cannot accomplish a safe entry to a working fire, manage a hydrant hookup, and handle the necessary hose lines for two to seven minutes without assistance.

Therefore, the panel accepts the Stipulation of the parties entitled, "Minimum Manning Stipulation":

"We find that a response of less than three men and a pumper is an unacceptable level of initial response to a building fire. It causes an unreasonable risk both to the fire fighter and the occupant.

We therefore conclude that meeting this need is of paramount importance and to that end contract language shall provide manning of the stations within the following guidelines, as a minimum except as otherwise provided.

Headquarters - 6 persons
Station 120 - 3 persons
Station 320 - 3 persons

Initial response to building fires shall meet the standard of three fire fighters and a pumper.

Vacations: No more than two members shall be on vacation at any one time.

No personal leave days need be granted if such a grant would defeat the above manning provision.

One day vacations shall be allowed on request in accordance with the present method of scheduling, provided that no more than two (2) of the unit need be granted vacation on any day.

Should unscheduled days off (absences) result in a reduction of manpower below the level enumerated, the following provisions shall be implemented.

1. If one member shall call in and indicate unavailability, he shall be replaced by an overtime call back, in accordance with present call back procedures.

2. If a second member shall indicate unavailability he shall not be replaced but manning shall be as follows:

Headquarters - 5 persons
Station 120 - 3 persons
Station 320 - 3 persons

Manning shall never total less than ten members overall, assigned at discretion of management.

MANNING IMPLEMENTATION

In order to properly implement the stipulated Award mandated by this Opinion, it is directed that the Manning Stipulation be implemented, effective April 1, 1981, with the manpower strength distributed in the 6 + 3 + 3 fashion as provided in the Stipulation.

The Township is authorized to vary this manpower allocation to a level of manpower strength and distribution of 5 + 3 + 3 for the period stated herein so as to accomodate vacation scheduling until manpower levels can be upgraded to provide sufficient manpower to allow 6 + 3 + 3 and still accomodate scheduling of vacations to the limits provided. One day vacations shall be awarded to firefighters, upon request, subject only to the limitation that no more than two firefighters may be scheduled for vacation each day in each unit.

In putting into effect the above implementation, it is the intent of this panel to permit this temporary modification in a manner which shall not remove or delete the obligation of callback for overtime from the Township, but rather to provide a reasonable outlet for employees constricted to a position where they are unable to utilize vacation due to the department's present level of manning.

This Award extends to the employee who is refused a one day vacation, (the second time) because the Department's inability to meet its manpower requirements, the right to demand and receive a cash payment at the employee's then present salary level, for any days which are not used and which would otherwise expire unless taken at the convenience of the Township.

A majority of this panel further awards that the temporary relief from the requirement of 6 + 3 + 3 manning, shall expire October 31, 1981.

It should be noted by even the casual reader of this Opinion and Award, that the panel has very strong feelings of concern for the safety of the community and the members of the public safety service, more particularly the firefighters and their ability to fully discharge their responsibilities.

REDUCTION OF HOURS

There appears to be no substantial body of credible evidence submitted by the firefighters upon which relief is suggested or could be recommended by this panel consistent with provisions of Section 9 of Act 312. Presently, there is no mainstream, which can be pointed to, suggesting that fewer hours of work for increased pay would be appropriate. This panel finds that the addition of additional dollars of payroll to the extent that wage adjustments have been granted by it should not be accompanied with a reduction in work hours. The panel further finds that the reduction in work hours is not justified by consideration of the whole record as it would require additional personnel to meet the manning requirement resulting in costs which would take the total economic situation into an area that would not be acceptable as being reasonably equivalent to the comparable communities in terms of ability to pay, and sacrifice corresponding services in other areas. The panel therefore finds that the Township offer is the more acceptable of the two and accepts the Township's suggestion that there be no change.

TRAINING OFFICER POSITION

WALTER S. NUSSBAUM, J.D.
ARBITRATOR & FACT FINDER
SOUTHFIELD, MICHIGAN

This issue has been withdrawn by Stipulation of the parties.

CLOTHING ALLOWANCE

The Township's last best offer appears to be consistent with the criteria of Section 9, Act 312, therefore adopted.

HOLIDAYS

The parties have withdrawn discussions of holidays from the panel by Stipulation, and the Stipulation is approved by the panel.

DENTAL INSURANCE

First Year: The panel has thoroughly reviewed the totality of economic evidence presented by both parties and it is the majority opinion that the grant of the Union's last best offer, although reasonable in all other criteria respects would unconscionably add to the Township's economic burden during the first year without time to prepare for, or fund such benefit. Therefore, the Township's last best offer is accepted for the first year of the contract.

Second Year: The panel's review of the totality of the health care package, when considered in light of the wage adjustments that are being made and the positions of the contesting parties on COLA would reflect that increases in health care costs as they represent a portion of the bundle of benefits

included in the Consumer Price Index will not be totally or adequately dealt with unless some relief were granted to the members of the Department in the health care area in the second year of the contract.

The Union in its last best offer has offered in the second year of the contract to provide for 100 percent of Class 1 benefits under the existing plan with no deductible as of April 1, 1981. This panel finds that the Union's last best offer meets the standard established in Section 9 of Act 312 of the Public Acts of 1969 as amended and therefore adopts the Union's last best offer for the second year as being the appropriate offer best suited to accomplish the purposes of this arbitration.

GRIEVANCE

The parties, during the course of proceedings, arrived at a Stipulation which has been incorporated in the records of these proceedings as to the handling of grievances. This Stipulation does give due deference to the potential economic consequences of certain grievance adjustments and therefore meets, by negotiation, although during the process of hearing, a reasonable standard under Act 312 and therefore said stipulation is approved.

Therefore the following language should be included in the contract:

(a) Language that makes any contract violation other than one relating to a wage discrepancy grievable within 20

calendar days of knowledge or notice of the act or occurrence, and

(b) Makes grievable any act or omission relating to a wage discrepancy within 60 calendar days of the act or occurrence, giving rise to the loss.

Language should also be added to provide that the grievance shall be presented to the officer in charge of the complaining employee shift and the parties shall attempt to resolve the matter at that level.

Language should further be added to provide in relationship to Step Four as follows:

"If the grievance is not satisfactorily adjusted in the last preceding step, either party, the Union or Township Board, may, in writing, request arbitration of such grievance within 15 days after notice (delete word in existing contract 'reply')." Following reply be of the Fire Liaison Officer's decision. Such notice may be given by either party.

PAY FOR ACTING RANK

This matter has been thoroughly reviewed by the Township, the panel is convinced that no one has demonstrated sufficient reason to change the language in the existing contract and therefore because the matter remains equilibrium at the conclusion of the hearing, neither side mustering a greater weight of evidence, the panel concludes that provisions relating to service in acting rank shall not be modified.

FOOD ALLOWANCE

The panel has reviewed the record and finds that there is insufficient record evidence to support a modification of the food allowance provision and therefore the food allowance provision shall remain unchanged.

TIME TRADING

In connection with Time Trading the parties attempted to work out a stipulation to resolve any differences that might have occurred between the parties. The attempt at a Stipulation was unsuccessful and the majority of the panel having found that there is no sufficient substantiation in the record upon which to base a modification of any existing language in the contract relating to Time Trading, it is therefore necessary to find that there shall be no change from the existing contract in the area of Time Trading.

Neither party has persuaded this panel, or a majority thereof, that there exists sufficient factual, legal or other reason to modify the existing language.

MANAGEMENT RIGHTS

The panel has thoroughly reviewed proposals for inclusion of a management rights clause in the contract. The essential conflict between the parties is that management wants to assure itself that Township rights, as they relate to the right to manage the Township's affairs should be complete and consistent and that they should also be sufficient to avoid unnecessary conflict on the work scene. The Union is concerned

that the language proposed by management would, in effect, wipe out a labor relations history including arbitral decisions, past practices and other factors which should steadily and consistently influence the interplay between the collective bargaining representative and management. Both sides have submitted proposed language to accomplish a relatively simple objective. Review of the alternative proposals suggest that the adoption of the language of either in full would not resolve the conflict and that although the language proposed by each is similar to the language proposed by the other, neither seems to recognize the difficulty which the other is having. Accordingly, the panel has adopted a management rights clause which preserves to the Township each and every right, privilege, prerogative and power which it has heretofore enjoyed by law, except those that it has:

- a) bargained away, and
- b) waived by practice, or
- c) has been removed by arbitral decision.

At the same time it has preserved for the Union the bargaining history which is so important.

Accordingly, the panel adopts the language found in panels' Appendix N.

IMPLEMENTATION

The panel includes and awards that implementation of the provisions of this agreement shall be immediate upon the

filing of the Opinion and Award, and that all retroactive pay due, by reason of this award, shall be paid no later than the second pay day following filing of this award.

POST-SCRIPT

In weighing evidence and reaching conclusions, this panel adopted certain standards which should be read to understand the nature of the award. The standards were as follows:

1) A party proposing a change in an existing contract was deemed to bear the burden of convincing the panel, by a preponderance or greater weight of the credible testimony, documentary evidence, and argument based thereon, that its proposal met the rational standards of Act 312 of the Public Acts of 1969.

2) Where the parties proposed a change, or either proposed a change, and a majority of the panel was not convinced that the scales had been tipped in favor of the party requesting a change on any issue, the panel has deemed the evidence insufficient to warrant such a change and meet the criteria found in Section 9 and therefore the Opinion and Award provide that there shall be no change in those cases.

3) In those areas where the parties have arrived at stipulations, and those stipulations are not inconsistent with the panel's awards in other areas, and do no violence to the panel's awards in other areas, those stipulations have been

recognized and incorporated into the award to be included in the contract.

The parties have hereto prepared in longhand a schedule of tentative agreements consisting of 16 agreements encompassing some 11 (See Appendix T) pages, some of which can be best characterized as being oversimplified complexities, or over complicated simplicities. They represent no substantial change from existing prior understandings. All of the same are adopted into this Award as approved additions, even those which literally cannot be understood by the panel, but must have some significance to the drafters. This panel is convinced that the parties certainly should be in the position to make their own agreements.

The Chairman of this panel has had the advantage of working with two partisan members of the panel who have sat together on previous arbitration panels. The Chairman expresses his gratitude and brotherly affection for the other members of the panel, recognizing how difficult it is for partisan appointees to compromise, adjust and to even agree with one another on factual conclusions which might raise questions as to the true representative capacity of the panel member.

The Chairman notes that for the second time in a row, a panel dealing with problems in Clinton Township has arrived at a number of elements of an Award on an Act 312 arbitration, unanimously, and the dissents filed by members of the panel in certain areas are greatly overshadowed by the willingness of the

arbitrators who review the evidence, then to vote not as persons representing a constituency, but as independent persons bringing a judgmental quality to the panel in using knowledge and expertise which may have been acquired by reason of service with respect to the parties.

This panel wishes the parties all of the best in drafting language and implementing the contract properly mandated by this Opinion and Award.

AWARD

The panel awards as follows:

- 1) Wages - First Year. (SEE APPENDIX "A")

The last offer of the Union is accepted.

- 2) Cost of Living - First Year. (SEE APPENDIX "B")

The last offer of the Township is accepted.

- 3) Wages - Second Year. (SEE APPENDIX "C" & "U")

The last amended offer of the Township is accepted.

- 4) Cost of Living - Second Year (SEE APPENDIX "C")

The last amended offer of the Township is
accepted.

- 5) Pension Improvement (SEE APPENDIX "D")

(a) Final average compensation, Township's last offer
is accepted.

(b) Increase for each year of service,
the Township's last offer is accepted. (status quo)

- 6) Health Care for Retirees (SEE APPENDIX "E")

The Union offer is accepted.

7) Dental

First Year - The Township last offer is accepted. (SEE APPENDIX "F")

Second Year - 100 percent of the Class 1 benefits, no deductible, is awarded to the employees as of 4-1-81. (maximum \$800.00) The Union's last best offer is accepted. (See APPENDIX "G")

8) Safety and Manning

(a) Manning - The Stipulation of the parties is approved. (See APPENDIX "H")

9) Grievances

The stipulation of the parties as incorporated into the record is approved. (Note implementation provisions in panel opinion.) (See APPENDIX "J")

10) Pay for Acting Rank

There shall be no change. (See APPENDIX "K")

11) Food Allowance

There shall be no change. (See APPENDIX "L")

12) Clothing Allowance

The Township's last offer is adopted as implemented effective March 21, 1980. (See APPENDIX "M")

13) Management Rights

The panel's synthesis based upon both proposals as modified by the panel in the Opinion is adopted. (See Appendix N).

14) Reduction of Work Hours

The Township's proposal is adopted. (status quo)
(See APPENDIX "O")

15) Time Trading

Status quo is retained. (see APPENDIX "P")

16) Vacation

The proposal of the Union as modified in the body of the Opinion, to meet the manning requirements, is ordered. (see APPENDIX "Q")

17) Implementation

As soon as possible after filing of the Award. (see APPENDIX "R")

(See Opinion "Implementation").

18) Holidays

No change. (see APPENDIX "S")

Walter S. Nussbaum
Walter S. Nussbaum

Richard E. Rosin
Richard Rosin

AFFIRMING-AWARD NO'S
2, 3, 4, 5A, 5B, 7, 9, 12, 14 & 17

DISSENTING-AWARD NO'S
1, 6, 10, 11, 13, 15, 16 & 18

ABSTAINING-FROM AWARD No. 8

Frank Heeney
AFFIRMING AWARD NO'S -

1, 6, 7 ~~2nd year~~, 8, 9, 10,

11, 12, 13, 15, 16, 17.

DISSENTING AWARD NO'S

2, 3, 4, 5A, 5B, 7-1st year,

14, 18.

14 MAR 27 11 5 23
U.S. DEPT. OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

I. WAGES

Effective March 21, 1980

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of first-year wages. The Union's last offer is to modify Schedule A of the collective bargaining agreement to read as follows:

SALARY SCHEDULE "A" FIRST YEAR COMMENCING MARCH 21, 1980 THROUGH SEPTEMBER 30, 1980

	<u>To Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>	<u>After 18 Months</u>	<u>After 2 Years</u>
Fire Fighter	\$17,388.10	\$18,283.77	\$19,707.51	\$20,956.47	\$21,348.56
Sergeant	\$23,056.44	22,202.48			
Lieutenant	\$24,900.95	23,978.68			
Captain	\$26,893.04	25,896.98			

SALARY SCHEDULE "A" COMMENCING OCTOBER 1, 1980 THROUGH MARCH 31, 1981

	<u>To Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>	<u>After 18 Months</u>	<u>After 2 Years</u>
Fire Fighter	\$18,431.39	\$19,380.80	\$20,889.96	\$22,213.85	\$22,629.47
Sergeant	\$24,439.83	23,534.63			
Lieutenant	\$26,395.00	25,417.40			
Captain	\$28,506.62	27,450.80			

APPENDIX A

EMPLOYER'S LAST BEST OFFER - COLA

Pursuant to Section 8 of Act 312, Public Acts of 1969, as amended, the Township of Clinton, Macomb County, Michigan hereby submits the following last offer of settlement on the economic issue involving the question of a modification in the COLA formula the Township shall give the bargaining members for the period of ^{MARCH 21,} ~~April 1,~~ 1980 to ^{MARCH 31, 1981} ~~April 1, 1982~~.

The employer's last best offer with respect to any modification in the COLA formula is to reject any modification and specifically request that the COLA formula remain as is.

APPENDIX B

~~ENCLOSURE~~

2471

CHARLES R. TOWNER AND ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
SUITE 2A AND 2B RIVERCREST PLAZA
37211 HARPER AVENUE
MOUNT CLEMENS, MICHIGAN 48043

January 14, 1981

CHARLES R. TOWNER
D. PATRICK BALL

TELEPHONE
313-469-4800

Walter S. Nussbaum, Esq.
Suite 100
20833 Southfield Road
Southfield, Michigan 48075

Re: Clinton Township Fire Fighters Ass'n
-and-
Township of Clinton
Act 312 Arbitration

Dear Mr. Nussbaum:

Pursuant to Sections 8 and 9 of Act 312, Public Acts of the State of Michigan, 1969, as amended, and commensurate with the motion and order by the arbitrator to amend the last best offer on behalf of Clinton Township, said Township amends its last best offer in the following respect:

"Clinton Township offers for the second year of this contract period wages at 107% of the final award for the first year plus \$500.00 for each classification and step as shown in the salary schedule. The COLA provision is requested to remain as it is presently formulated."

Your attention and courtesies in allowing this letter to be an appendix to our last best offer is deeply appreciated, and we remain,

Very truly yours,

CHARLES R. TOWNER AND ASSOCIATES


Charles R. Towner

CRT:jmo

cc: Ronald R. Helveston, Esq.
Norman Troppens

~~EMPLOYER APPENDIX B~~

APPENDIX C

EMPLOYER'S LAST BEST OFFER - PENSION BENEFITS

Pursuant to Section 8 of Act 312, Public Acts of 1969, as amended, the Township of Clinton, Macomb County, Michigan hereby submits the following last offer of settlement on the economic issue involving pension benefits as follows:

The Township of Clinton offers no increases in pension benefits.

APPENDIX D

~~APPENDIX~~

V. HOSPITALIZATION INSURANCE

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of hospitalization insurance. The Union's last offer is to maintain the status quo as found in Article VIII, §4 of the collective bargaining agreement. The provision to be maintained is as follows:

Section 4. Hospitalization Retiree Benefits

The Township shall provide each employee who retires with a hospitalization insurance policy equal to that which he had while he was working. The policy shall cover the retiree, his wife and any minor dependent children. The total cost of such insurance shall be paid by the employee one (1) month in advance. However, if the employee qualifies for Medicare, then the Township shall pay for a Blue Cross policy that supplements the Medicare program.

Effective September 21, 1979, the Township shall provide each employee who retires with a hospitalization insurance policy equal to that which he had while he was working, with the exceptions of coverage under the IMB-OB rider. The policy shall cover the retiree, his wife and any minor dependent children. If the employee qualifies for Medicare, then the Township shall pay for a Blue Cross M-65 policy or the equivalent that supplements the Medicare program.

Appendix E

EMPLOYER'S LAST OFFER - DENTAL INSURANCE

Pursuant to Section 8 of Act 312, Public Acts of 1969, as amended, the Township of Clinton, Macomb County, Michigan hereby submits the following last offer of settlement on the economic issue involving dental insurance benefits as follows:

The Township of Clinton does not offer any increase in benefits for the dental insurance but would agree to maintain the status quo.

APPENDIX F

~~SECRET~~

XI. DENTAL INSURANCE

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of dental insurance. The Union's last offer is to modify Article VIII, §5 of the collective bargaining agreement to read as follows:

Section 5. Dental Plan

(a) Effective March 21, 1980, the Township shall provide a dental plan of-the-nature-of-"DELTA" from Delta Dental Plan of Michigan, for the employee and his family, which shall give the employee and his family a coverage-of-Sixty-(60%)-Percent-payment for-the-type-of-dental-services-offered-under-such plan with a Twenty-Five-(\$25.00)-Dollar-deductible-provision-for-each-member-of-the-family-on-a-yearly-basis, coverage as follows:

Class I Benefits - 60% coverage

Class II Benefits - 60% coverage

Class III Benefits - 50% coverage

The maximum contract benefit for Class I and Class II benefits shall be \$600 per person total per contract year. The maximum contract benefits for Class III benefits shall be \$1,000 per person total per lifetime.

It is understood that the deductible provisions might have a maximum limitation per family.

(b) Effective April 1, 1981, the Township shall provide a dental plan from Delta Dental Plan of Michigan for the employee and his family which shall give the employee and his family coverage as follows:

Class I Preventative Benefits - 100% coverage

Other Class I Benefits - 60% coverage

APPENDIX G
E-D"

Class II Benefits - 60% coverage

~~Class III Benefits - 50% coverage~~

The maximum contract benefits for Class I and
Class II benefits shall be \$800 per person total
per contract year. ~~The maximum contract benefits~~
~~for Class III benefits shall be \$1,000 per person~~
~~total per lifetime.~~

There shall be no deductible provision.

~~The presence or absence of Class III benefits in the second year~~
~~of the contract to be determined by the Act 312 arbitration panel.~~

CLINTON TWP FIRE FIGHTERS
1980 ACT 312 ARBITRATION

MINIMUM MANNING STIPULATION
PURSUANT TO SECTION 9

We find that a response of less than three (3) men and a pumper is an unacceptable level of initial response to a building fire. It causes an unreasonable risk both to the fire fighter and the occupant.

We therefore conclude that meeting this need is of paramount importance and to that end contract language shall provide manning of the stations within the following guidelines, as a minimum except as otherwise provided.

Headquarters	-	6 persons
Station 120	-	3 persons
Station 320	-	3 persons

Initial response to building fires shall meet the standard of three (3) fire fighters and a pumper.

Vacations - No more than two (2) members shall be on vacation at any one time.

No personal leave days need be granted if such a grant would defeat the above manning provision.

One-day vacations shall be allowed on request in accordance with the present method of scheduling, provided that no more than two (2) of the unit need be granted vacation on any day.

Should unscheduled days off (absences) result in a reduction of manpower below the level above enumerated, the following provisions shall be implemented:

1. If one (1) member shall call in and indicate unavailability, he shall be replaced by an overtime call-back, in accordance with present call-back procedures.

APPENDIX H

2. If a second member shall indicate unavailability he shall not be replaced but manning shall be as follows:

Headquarters	-	5 persons
Station 120	-	3 persons
Station 320	-	3 persons

Manning shall never total less than ten (10) members overall, assigned at discretion of management.

VIII. GRIEVANCE PROCEDURE

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the issue of grievance procedure. The Union's last offer is to maintain the status quo as found in Article XI of the collective bargaining agreement. The provision to be maintained is as follows:

ARTICLE XI

GRIEVANCE PROCEDURE

Section 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.

Section 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.

APPENDIX J
26

within 20 days of receiving knowledge thereof as stated in grievance

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:

If the grievance is not satisfactorily adjusted in the last preceding step, either party may in writing request arbitration of such grievance within fifteen (15) days after reply of the Fire Liaison Officer is due.

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 arbitration 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 the 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 or 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.

IV. PAY FOR ACTING RANK

(Substitution of Senior Pipeman for Absent Command Officer)

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of pay for acting rank (substitution of senior pipeman for absent command officer). The Union's last offer is to maintain the status quo as found in Article III, §7 of the collective bargaining agreement. The provision to be maintained is as follows:

Section 7. Pay for Acting Rank

(a) An officer shall be in charge of each station at all times. In the event that the above principle is not possible and an officer is not available, a senior pipeman must assume the responsibilities of an officer and he shall be compensated at that officer's prevailing rate of base pay.

(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's 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 to limit the maximum pay for a substitute being compensated at a higher rated job to that of a Lieutenant's pay at the headquarters station.

APPENDIX ~~K~~
21

III. FOOD ALLOWANCE


Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of food allowance. The Union's last offer is to maintain the status quo as found in Article III, §5 of the collective bargaining agreement. The provision to be maintained is as follows:

Section 5. Food Allowance

Effective July 1, 1974:

Each firefighting employee shall receive, in addition to his regular salary, a food allowance to be paid on the last pay day in November of each year. It is agreed that food allowance monies will be prorated for new employees and terminated employees. The food allowance for 1974 contract year shall be Three Hundred and Fifty-Five (\$355.00) Dollars.

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 31st 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 year's food allowance.

Det. [unclear]
APPENDIX 

EMPLOYER'S LAST OFFER - CLOTHING ALLOWANCE

Pursuant to Section 8 of Act 312, Public Acts of 1969, as amended, the Township of Clinton, Macomb County, Michigan hereby submits the following last offer of settlement on the economic issue involving clothing allowance as follows:

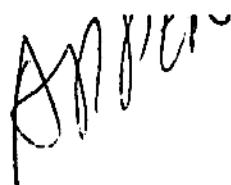
The Township of Clinton offers to increase the monetary amount of the clothing allowance to \$275.00.

w/ stipulation as to Dress Uniform pay and
Required Payment if Dress Required.

Appendix M



-9-





XII. UNIFORM AND CLOTHING ALLOWANCE

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of uniform and clothing allowance. The Union's last offer is to modify Article IX, §2 of the collective bargaining agreement as follows:

Section 2. Uniforms and Clothing Allowance

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-Twelve-and-50/100-(\$112.50)~~ One Hundred and Fifty (\$150.00) Dollars each six (6) months, for the purpose of maintaining, cleaning, and/or replacing such uniforms or parts thereof. Effective April 1, 1981, the uniform allowance shall be increased to One Hundred and Seventy-Five (\$175.00) Dollars each six (6) months.

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-(\$125.00)~~ ^{AN ADDITIONAL} Two Hundred and Twenty-Five (\$225.00) 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 manner or means whatsoever such payment shall be prorated based on the anniversary date of employee as related to the aforesaid dates for this allowance.

APPENDIX M
11-18

OK

Township Issue

VI. MANAGEMENT RIGHTS

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the non-economic issue of management rights. The Union's last offer is to add the following provision to the collective bargaining agreement:

Management Rights

The Township, on its own behalf and on behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and/or the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township and the adoption of such rules, regulations and policies as the Township may deem necessary shall be limited only by this agreement, subject only to the condition that, except as modified in the collective bargaining agreement, all conditions of employment, as they existed on March 21, 1980, shall remain in full force and effect and no recognized practice or arbitral award defining rights and benefits shall be construed to be modified, except as specifically modified by the terms and conditions of a written agreement between the parties.

APPENDIX N

HOURS

EMPLOYERS L. B.O.

STATUS QUD

1ST YEAR

AND

2ND YEAR

NO change!

Appendix 0

I. TIME TRADING

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the non-economic issue of time trading. The Union's last offer is to maintain the status quo as found in Article II, §3 of the collective bargaining agreement. The provision to be maintained is as follows:

Section 3. Employee Time Trading

Employees may voluntarily trade work or sick leave days between themselves provided that any such trade shall receive prior approval of the Chief, or in his absence, the officer designated by the Chief as next in charge.

Leave unchanged

APPENDIX P

VII. VACATIONS

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of vacations. The Union's last offer is to delete the following sentence from Article IV, §1, paragraph 3 of the collective bargaining agreement:

~~Vacation shall be taken in not less than two (2) consecutive vacation days at a time, except when there is a single day open between two (2) regularly scheduled vacations.~~

and to amend the second sentence in Article IV, §2(a) as follows:

An employee may select a single vacation days after March 1st of each year when the posting of same shall be given by notice in advance by at least five (5) calendar days and when the same is approved by the Chief.

and to delete the last portion of the third sentence in Article IV, §2(a) as follows:

Not more than two ^{(2) ~~3~~} ^{Typo} 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 more than once a year, except where there is a vacant single day between vacations as regularly scheduled, the same may be given an employee with the approval of the Chief.~~

Appendix Q

Implementation
of Award will be
as follows

Implementation

The Panel Includes AND AWARDS THAT
implementation of the provisions of this Agreement
shall be immediate upon the filing of the
Opinion AND Award, AND THAT ALL Retroactive
pay due, by reason of this Award, shall be
paid no later than the second pay day
following filing of this Award.

Appendix R

Holidays &

Holiday Pay

STATUS Quo

Appendix S

1700-02 CONTINUED Tentative Agreements

2	#1	March 15 th Deadline on New ISSUES.	Met 2
2	#2	2 YEAR Contract	Met 2
2	#3	BRUSSELS	Met 5
2	#4	Leave Day Records	Met 4
2	#5	T-SHIRTS	Met 4
2	#6	Annual Date changed to April 1 st	Met 6
2	#7	Washing of Vehicles limited to one	Met 9
2	#8	Telephone Call Log	Met 9
2	#9	Recreation funds - 30 day / 600 ⁰⁰ per	"
2	#10	Inspection of Vehicles	"
2	#11	Mileage @ Prevailing Rate	"
2	#12	Vacation calendar posted Mar. 15 @ H.Q.	10/11/2001
2	#13	Taproot Distribution notice. 1/1/01	"
2	#14	Insertion and notice in Civil Disobedience	"
2	#15	course / curriculum change in Ed Bonus.	"
2	#16	Clothing increase from 100 ⁰⁰ to 200 ⁰⁰ per shot.	"

Appendix T

#1 TA-7-14-80 - Parties agree that
all demands shall be given to
each party by end of day of 3-15-80.
→ Delivery to Bob Elliott or ~~Junior Boy~~ ^{at 5 P.M.}
~~Butterfly~~ → ~~Headquarters~~
↳ to Chief Walker or his loc at
Headquarters.

Charles R. Turner
RC Elliott

#2 TA - on 2 year Contract

Charles R. Turner
RC Elliott

3

ARTICLE I
GENERAL PROVISIONS

SECTION 5, f., Bresser's Cross Reference

The Township shall provide for the Watch Room
at Headquarters Fire Station a current copy of
"Bresser's" telephone cross reference book.

TA
Charles R. Torner 3-13-80
3-13-80

4

TA The Last Paragraph of Section 5,
Article VI shall read:

"^{By the 15th of each} month the Chief or his
designee shall prepare a summary
of ^{these} ~~the~~ day records in ^{four} ~~single~~
and ~~submit~~ deposit the same
in Union Basket for posting ~~by the~~
by the Union."

TA. 3-13-80

Cpt

RCE

TA # 5

A blue Type T-Shirt approved
by the Chief shall be allowed
for wear
after 8 Normal Business hours, except
for men on watch.

TA

3-13-80

CPT

RCE

TA # 6 EXTEND CONTRACT TO

APRIL 1, 1981

3-25-80

#7

T.A.'s

4-20-80

- Parties agree Personal Vehicle clause will be interpreted to mean the one vehicle ~~was to be used~~ by employee that day. This does not allow off duty ~~return~~ use of their vehicles to be claimed.

C.R. Town

RC Elliott

T.A.
#8 Any and all long distance calls made on telephones provided for use by employees shall be logged w/ time, place called and length of call and number. Bills caused by these calls shall be paid by employee responsible for call. This is not intended to remove employee right to call home once each day to check on safety + welfare of his family.

4-30-80

C.R. Town

RC Elliott

#9

Recreation fund shall be \$600⁰⁰ per Contract Period and request for purchase shall be made as presently provided for. Money not spent will be carried by Township at written request of Union. Purchase requests will be submitted at least 30 days prior to end of fiscal year. (END)

30 80 off
Elliott
Town

TA's

4-30-80

#10 - Inspection of vehicles shall be done at least once each four months. This is not to preclude more frequent inspections or care if shown to be necessary. This shall be done by a state certified mechanic of the Township (choosing).

PA Charles A. Jorum

4-30-80 RC Elliott

#11 Mileage (See ADDENDUM sheet)

#12

#11

ARTICLE III
EMPLOYEE COMPENSATION

SECTION 11. Mileage Payments.

Fire Fighting employees shall be paid mileage at the prevailing established rate for Township Board Members when required to provide private transportation as a result of thier employment with the Township, ~~Payment of mileage will be included in the regular paycheck for the period in which it is earned.~~ Trips to grocery store shall not apply. ~~excepted to these other employees.~~

and in it
Off is other
Routes will be submitted if employees
by Secretary & Board if

4-30-80. RC. [Signature]

#12.

T A's

Vacation calendar to be posted by
15 March showing Employee vacation
status at that time. Copy of same
to be placed in posting at H. Q.
Station

5-6-80

Charles R. Turner
RC Elliott

#13.

~~Any pay deductions to be taken
from an employee's pay will be given
in pay envelope or pay proceeding
pay packet~~

Two weeks ^{written} notice will be given
any employee that is to be considered
for any payroll deductions. Such
notice will ~~accompany~~ ^{include} employees
Regulation Payroll check envelope.
~~Alternate Delivery methods can be
used providing it is personal.~~

5-6-80

Charles R. Turner
RC Elliott

#14

Art 1 Sec 2(c) Agree with insertion of
word nation.

5-6-80 RC Elliott

Charles R. Turner

#15 Art III Sec 6 ~~change of word~~

5-6-80 RC Elliott

add to read

"course in curriculum" rather than
course in 3rd line of par.

CR Forner
RC Elliott

#16 Increase in Clothing allowance
provision on one-time payment
for Dress uniform from \$100⁰⁰
to \$200⁰⁰ per applicable employees.

5-6-80 RC Elliott

CR Forner

WAGES

Effective April 1, 1981 - March 31, 1982

Salary Schedule "A"

	<u>To Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>After 2 Yrs</u>
Firefighter	\$20,221.59	\$21,237.46	\$22,852.26	24,268.82	24,713.53
Sergeant	\$25,702.07	\$26,690.61			
Lieutenant	\$27,758.24	\$28,825.86			
Captain	\$29,978.89	\$31,131.92			

APPENDIX U