

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

In the matter of the Act 312 Arbitration Between:

**WYOMING FIRE FIGHTERS ASSOCIATION,
IAFF LOCAL 2758,**

Petitioner/Union,

-and-

CITY OF WYOMING

Respondent/Employer.

MERC Case No. L12 D-0624

Impartial Chairperson: Elaine Frost

//

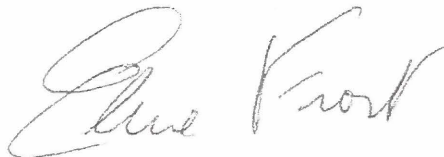
STIPULATED ACT 312 AWARD

Pursuant to Public Act 312 of 1969, as amended by Public Act 116 of 2011, the Michigan Employment Relations Commission appointed the Chairperson in the above entitled case on October 18, 2012. A pre-hearing was conducted by the Chairperson with counsel for each party on October 30, 2012. Several exchanges between the parties and with the Chairperson subsequently took place with respect to issues and questions to be resolved.

On March 6, 2013, the parties submitted to the Chairperson a list of all issues to be presented to the Act 312 panel at hearing. Last Best Offers of Settlement were exchanged by the parties on March 8, 2013.

The hearing convened on March 12, 2013 at which time testimony and documentary evidence was received. On Day 2 of the hearing, on March 14, 2013, the parties convened but the hearing was adjourned in order to permit the parties an opportunity to explore settlement of the issues in dispute. Thereafter, remaining hearing dates were adjourned to further the negotiations of the parties, resulting in the Stipulated Act 312 Award.

The parties' Stipulated Act 312 Award is hereby adopted and incorporated by the Chairperson as the Award in this proceeding.



ELAINE FROST, Impartial Chairperson

Dated April 11, 2013
Grosse Pointe Park, MI

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

**WYOMING FIRE FIGHTERS ASSOCIATION,
IAFF LOCAL 2758,**

Petitioner/Union,

**Impartial Chairperson:
Elaine Frost**

MERC Case No. L12 D-0624

-and-

CITY OF WYOMING

Respondent/Employer.

STIPULATED ACT 312 AWARD

1) The provisions of the expired collective bargaining agreement ("CBA") between the Employer and the Union shall be incorporated herein except to the extent that they are modified by the terms of this Award.

2) Nothing in this Award shall be retroactive unless specifically stated herein.

3) Modify the CBA as necessary to reflect a three-year term beginning on July 1, 2012, and terminating at midnight on June 30, 2015.

4) Modify the CBA as necessary to reflect the following wage adjustments:

Effective July 1, 2012: 0%

Effective July 1, 2013: No less than 1% nor greater than 3% based on the CPI-All Urban Consumers (U.S. Average) for the period from January through December of the preceding calendar year

Effective July 1, 2014: 1%

- 5) Modify Article XIII, Section 8 to read as follows:

Employees shall contribute twenty percent (20%) toward the cost of their premium for health insurance (excluding dental and vision). The premium shall be that recommended by the City's Third Party Administrator (TPA) or insurer as applicable. The Employee contribution may be paid on a pre-tax basis through the Employer's Flex Plan.

- 6) Modify Article XIII, Section 1 by adding the following sentence: "Effective July 1, 2013, the prescription co-pay shall be \$10 for generic drugs, \$30 for preferred name-brand drugs, and \$60 for non-preferred name-brand drugs."

- 7) Modify Article II as follows:

a) Change subparagraph (5) to read as follows: "To transfer and/or contract out work performed by the bargaining unit to other employees of the Employer or other entities, either public or private."

b) Add a new subparagraph reading as follows: "To use volunteer and/or paid-on-call (reserve) fire fighters at any location and for any purpose (including, but not limited to, filling in for full-time employees absent for any reason) and to increase or decrease the number of volunteer and/or paid-on-call (reserve) fire fighters."

c) Add a new subparagraph reading as follows: "To use part-time employees at any location and for any purpose (including, but not limited to, filling in for full-time employees absent for any reason) and to increase or decrease the number of part-time employees."

d) Add a new subparagraph reading as follows: "To restructure or reorganize in any manner necessary to implement or modify a Public Safety Department, up to and including full consolidation and cross-training as to police, fire and/or medical response services."

- 8) Modify Article XVI, Section 2 by deleting the last sentence.

- 9) Modify Article XVI, Section 5 to read as follows:

Existing classifications and hours of work shall not be changed without a negotiated agreement between the parties. If an agreement cannot be negotiated as to changes in classifications or hours of work or as to whether such changed classifications should be in or out of the bargaining unit, the matter shall be subject to the grievance procedure established herein.

The City shall provide the Union advance notice of changes in job descriptions, and the parties shall attempt to reach agreement on such changes. The City may

implement changes not agreed to by the Union; however, the Union shall have the right to grieve the reasonableness of the changes implemented.

- 10) Add a new section titled "Unscheduled Overtime" reading as follows:

Any overtime opportunities not scheduled at least 48 hours in advance of when the overtime opportunity is to commence shall first be offered to eligible bargaining unit employees in accordance with Department policy. All non-bargaining unit employees filling in for bargaining unit employees shall at a minimum possess Firefighter II certification and be licensed as a Medical First Responder.

- 11) Add a new provision to the CBA reading as follows:

Paid-on-call employees, volunteers, part-time employees, and employees from other City bargaining units other than supervisory police/fire cross-trained officers, shall not be placed in charge of full-time bargaining unit employees.

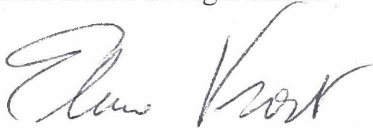
- 12) The attached Letter of Agreement shall be attached to and part of the CBA.

- 13) The Union shall withdraw with prejudice its pending grievance dated September 16, 2012, which is currently scheduled for arbitration as FMCS Case No. 13-00646-6.

- 14) The Employer shall withdraw with prejudice its pending ULP charge in MERC Case No. CU13 C-007.

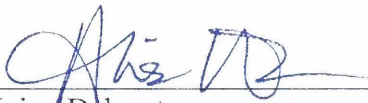
- 15) This Stipulated Award resolves all of the issues in dispute in this Act 312 proceeding.

- 16) The Employer and the Union agree that the arbitration panel has jurisdiction to issue this Stipulated Award with regard to all provisions of this Stipulated Award, including the attached Letter of Agreement.



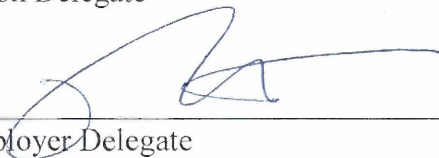
Elaine Frost, Impartial Chairperson

Date: 4/11/2013



Union Delegate

Date: 3/28/13



Employer Delegate

Date: 4-8-13

CITY OF WYOMING

By: C. A. A. A.
Its: CITY MANAGER

Date: 4-2-13

WYOMING FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 2758

By: E. Lybell

Date: 1-Apr-13

Letter of Agreement

This Letter of Agreement (“LOA”) is entered into between the City of Wyoming (“City”) and the Wyoming Fire Fighters Association, IAFF Local 2758 (“Union”) in conjunction with the Stipulated Act 312 Award in MERC Case No. L12 D-0624.

This LOA shall become effective on the date that the above-referenced Stipulated Act 312 Award is fully executed. Subject to Section F of this LOA, 1) this LOA shall remain continuously in effect until July 25, 2034; 2) this LOA shall be attached to and be a part of all collective bargaining agreements (“CBA”) between the parties through July 25, 2034, and its terms shall apply notwithstanding any other provisions in those CBAs; and 3) neither party will pursue in negotiations or Act 312 proceedings any proposals to terminate or modify the LOA at any time prior to July 25, 2034.

- A. The City agrees that it will not lay off any of the following employees, continuing to employ each of them as full-time fire fighters, until such time as he/she is eligible to retire from the City with normal retirement benefits and 30 years of pension service credit:

William J. Aman
Lance L. Bowman
Eric R. Campbell
Kevin J. Clark
Daniel R. Deppe
Robert D. Drake
Steven Dykema
Gregory E. Friske
George Hernandez
Brian K. Ilbrink
Joseph A. Jones
Lacey A. Koens
Troy P. Landis
Daniel J. Royce
Thomas J. Saladino
Martin E. Schumacher
Dirk A. Ubbink
Dennis M. VanTassell
Christopher A. Velzen
Scott E. Vredevoogd
Theodore R. Westerman
Todd M. Yonkers

- B. The City agrees that it will not transfer any of the employees listed above from the Fire Department, or the Fire Division of a Public Safety Department, to any other City division or department.
- C. The City agrees that any promotions of the employees listed above will be made as follows no later than 60 days after the promotional vacancy occurs:
 - a. While there are 15 or more of the employees listed above employed, there shall be at least one Fire Inspector, three Equipment Operators and three Lieutenants, with the remainder Firefighters.
- D. With respect to the employees listed above, the City agrees that it will not mandate police certification cross-training or the performance of any duties requiring same; as to other changes in duties, neither party waives any rights it may have. The City will allow voluntary police certification cross-training subject to the approval of the City Manager. Any employee that chooses to do so shall be immediately removed from the bargaining unit represented by the Union and transferred to the appropriate police or public safety bargaining unit, with such employee governed by the terms of the City's CBA with the appropriate police or public safety bargaining unit.
- E. This LOA does not affect in any way the City's rights under the CBA regarding discipline and discharge for just cause or the Union's rights under the CBA to grieve/arbitrate discipline and discharge. None of the employees listed above shall be demoted except as part of discipline for just cause, subject to the Union's rights under the CBA to grieve/arbitrate the same.
- F. Sections A and C of this LOA shall terminate and become null and void if, at any time on or after July 1, 2015, all of the following conditions exist:
 - a. The fund balance of the City's General Fund as reported in the most recent CAFR is 10% or less of General Fund expenditures.
 - b. The City has laid off full-time, non-seasonal, non-probationary employees in another City department.
 - c. 100% of the Headlee-authorized General Fund, Police Fund, Fire Fund and Public Safety Fund millages have been levied.

CITY OF WYOMING

By: C. J. P. S.
Its: CITY MANAGER

Date: 4-2-13

WYOMING FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 2758

By: E. G. Hill

Date: 1-Apr-13