

7/21/87
ARB

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

UNDER ACT 312, PUBLIC ACTS OF 1969,
AS AMENDED

IN THE MATTER BETWEEN:

TOWNSHIP OF LEONI (Employer)

MERC CASE
NO. L86 G-660

-and-

LOCAL 1766 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
MICHIGAN STATE FIREFIGHTERS UNION,
AFL-CIO-CLC (Union)

OPINION AND AWARD

APPEARANCES:

CHAIRPERSON:	<u>Thomas J. Barnes</u>
UNION DELEGATE:	Rolland Case
EMPLOYER DELEGATE:	David Phelps
FOR THE UNION:	Willard F. Rappleye 511 South Jackson Jackson, Michigan 48203
FOR THE EMPLOYER:	Robert D. Flack 329 West Franklin Jackson, Michigan 49201

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

STIPULATION AND ISSUES

The parties stipulated that their collective bargaining agreement would have a two year term commencing with July 1, 1986 and terminating on June 30, 1988. Pre-hearing conferences were held

Leoni Township (Arb.)

on January 9 and February 6, 1987; a hearing on this matter on the record was held on February 16 and 24, 1987.

Certain amendments and alterations to the parties' contract were made in the negotiations preceding this Act 312 proceeding and those agreements are attached herewith and incorporated herein as Exhibit 1 and made part of this Award. In addition, the parties have stipulated and agreed that Union Exhibit 2, the parties most recent contract, will be retained as the parties' labor contract except insofar as it is altered by this Award. Exhibit 2 is, therefore, attached herewith, incorporated herein and made a part of this Award.

At the pre-hearing and hearing the parties submitted the following issues for Act 312 resolution:

ECONOMIC ISSUES

1. Wages & COLA
2. Retroactivity
3. Sick Days
4. Radio Operator (Clerk)
5. Holiday Pay
6. Vacation Pay
7. Funeral Leave
8. Vacation Pay
9. Minimum Manning

NON-ECONOMIC ISSUES

1. Taking Vacation Days Within One Year After Accrual
2. Loss of Seniority After Layoff
3. Grievance Procedure
4. Basis for Promotion
5. Physical Fitness
6. Physicals

Each of these issues is considered seriatim.

WAGES & COLA

The Township's last offer of settlement of \$500 across the board increase in each step scale in each year of the two year agreement regarding wages is adopted. The Township's offer also includes rolling in COLA at 6% effective July 1, 1986. In other words, the present wage schedule will be increased across the board by 6% plus \$500 effective July 1, 1986, and an additional \$500 will be added across the board effective July 1, 1987.

The Employer's position is closer to the actual cost of living (Urban Wage Earner and Clerical Workers) for the past year. For the year ending in May, 1987, the COL was 3.7%; for the total calendar year 1986, the COL was 1.5%. At an average of the 4 year level on the present wage schedule the combined Township wage-COLA offer is 8.93%; the Union offer is 11.56%.

Labor contract settlements have been running at or below the COL index. For example, the All Industries Median First Year Wage Increase negotiated in settlements concluded in the first six months of 1987 is 2%. More significantly, in manufacturing,

agreements for the year 1987 to date, the median increase is 1.3%. Even in the construction sector, the year to date median increase for 1987 is 2% (Daily Labor Report, July 7, 1987, p. 3).

The parties offered only the labor contracts for Summit and Blackman Townships as comparables, but little testimony was adduced on their comparability and/or historical relationship. In short, the Township offer, even though it removes COLA (as does the Union offer) from the contract, nevertheless, represents a substantial increase in the first year over and above the COL (8.93% vs 3.7%). The second year increment of \$500 is an increase of 2.69% on the new base (again, on the 4 year rate). While this is somewhat skinny compared with COL projections for the next 12 months it is not significantly out of line, especially when full retroactivity is considered (see below) and that the parties will be negotiating a new agreement in about seven months.

RETROACTIVITY

The Employer's final position is that its wage offer be prospective only; the Union final offer seeks retroactivity to July 1, 1986. The Union's position on retroactivity is adopted. It would be inequitable to deny the employees wage increases during the past year since any delay was not attributable to them and other Township employees received increases during the same time frame.

SICK DAYS

The Township position on sick days, to reduce the number allowed from 12 to 10, is adopted. Testimony established that the general average sick time used by the Department from July 1985

through June 1986 was approximately 4 days, and the usual general average has approximated 2 days per year (.75 for the first 7 months of 1986-87). It's a bit paradoxical, however, for the Township to argue that since employees use their sick leave so judiciously they shouldn't have so generous a benefit. On the other hand, while the Blackman and Summit Township contracts provide for 12 days their payouts on retirement, etc. are somewhat less than Leoni's. Since firefighters have substantial numbers of days that are available for their personal use compared to most other employees and since the present sick leave provisions are generous, it will work no substantial hardship on the employees to have their sick days reduced by 2.

RADIO OPERATOR (CLERK)

The Township position to delete the following language in Article IX, Section 7, is adopted:

"In the event 911 assumes complete dispatch operations for Leoni Township, the Township will maintain a fire department clerk who shall be considered a member of the bargaining unit."

Record testimony clearly established that the role of dispatching has been taken over by 911 on a County-wide basis. The Township has indicated a willingness to treat the current incumbent in the position fairly; it is clear, however, that the Township should not be required to maintain a position for which the fire duties are nearly non-existent.

HOLIDAY PAY

The Union's position to maintain holiday pay as it exists in the current agreement is adopted for the reason that no significant testimony was adduced for changing the current provision.

VACATION PAY

The Union's position to maintain vacation pay as it exists in the current agreement is adopted for the reason that no significant testimony was adduced for changing the current provision.

FUNERAL LEAVE

The Union's position to maintain funeral leave as it exists in the current agreement is adopted for the reason that no significant testimony was adduced for changing the current provision.

MINIMUM STAFFING LEVELS

The Union's position on minimum manning is adopted, which is that two firefighters accompany each fire vehicle to the site of a fire. The Union's final offer also contains an argument that this panel should continue a minimum manning requirement of 12 firefighters since a previous 312 arbitration decision retained that provision in a prior contract. As a general principle, the party wishing to delete language or past practice from the contract must take the initiative, even through 312 proceedings, to procure a change in the contract. Redford Township v POAM, 1985 MERC Lab Op 1180. However, because there has been a MERC decision (Leoni Township, 1986 MERC Lab Op 689) holding that the 12-person minimum manning standard was not sufficiently safety related to become a mandatory subject of bargaining, this particular proffered portion of the contract is unenforceable in my opinion. Bay City v Bay City Education Association, 425 Mich 426, 440-442 (1986).

Where, however, the issue has been re-presented in a new 312 proceeding and the arbitrator has determined that there has been a sufficient showing on the record of the safety related proposals,

an award can and should be issued. See Sault Ste. Marie Police Department v FOP, 1986 MERC Lab Op 230, 235-236; Bay City, supra. Thus, if sufficient information has been presented to establish that the minimum manning issue is safety related, then the arbitrator has jurisdiction to issue an award. To the extent possible, however, an award ought to focus on the manning per vehicle rather than the general manning levels, which were previously determined by the Commission not to be sufficiently safety related. The Union's final offer does exactly that. The Sault Ste. Marie opinion by the Commission reversing the ALJ on similar facts and holding minimum manning proposals sufficiently safety related to be mandatory bargaining issues raises some question as to the continued viability of the previous Commission determination involving these parties. However, it is not necessary to reinstitute a 12-person minimum manning requirement since the record does not support such a finding and the Union's final offer requests only two firefighters accompany each fire vehicle to the site of a fire.

Record testimony at the hearing established the Union's position that there are significant safety hazards to firefighters who are required to attend to fires alone. While there are significant numbers of part time firefighters in the Township they are not always available at the appropriate times to accompany bargaining unit members to the site of mishaps and fires along I-94 or elsewhere. For that reason, even though the number of fires are small and the damages, at least in the last year, are not large, the danger to firemen attending any conflagration is always

attendant with significant risk to his safety. While there may be fewer fires today than years ago, the potentials for disaster are equally great, or greater, given the kinds of chemicals and other matters which are transported and stored within businesses and warehouses today.

It is left up to the Township to determine how it will staff or otherwise make arrangements for having a minimum of 2 firefighters accompany each fire vehicle to the site of the fire. The record contains sufficient evidence to establish that the safety of firefighters will be furthered if they both accompany the fire vehicle to the site of the fire. Another set of eyes on a speeding fire truck is a safety protection for both firefighters and also permits them time to make those necessary safety arrangements as to who will do what once they arrive at the scene of the mishap and/or fire. The City of Jackson and Summit Township, other nearby fire departments, have such safety-related manning requirements, which appear to be even more restrictive or protective than the provision ordered here.

NON-ECONOMIC ISSUES

TAKING VACATION DAYS WITHIN ONE YEAR AFTER ACCRUAL

The Union's position on being required to take vacation days within one year after accrual is adopted and Exhibit 1, Article XVI, Section 5 contains the final language. No significant evidence was adduced by the Employer which would suggest a change is needed from the present contract.

LOSS OF SENIORITY AFTER LAYOFF

The current contract between the parties contains no limitation on the amount of time that an employee may be laid off without losing seniority. The Union proposes no change in the current contract; the Township proposes to keep the employee on the seniority list for one year during which he is eligible for recall. The Townships of Blackman and Summit have recall periods of 18 months and 12 months respectively. Since there currently is no limitation with regard to retaining seniority while on layoff it is the judgment of the Panel that a two-year cutoff period would be reasonable and that is so ordered.

GRIEVANCE PROCEDURE

The agreed changes concerning time limits sought by the parties in the grievance procedure are set forth in Exhibit 1 attached herewith.

BASIS FOR PROMOTION

The Union proposes that the Promotion article remain as is; the Township proposes that promotions be based on ability regardless of seniority. The Union's position is adopted for the reason that under the current agreement (Article XIII) the employer can take into consideration seniority, a written exam and an oral interview. This should accord the Township sufficient flexibility to reach a fair evaluation in determining promotions.

PHYSICAL FITNESS

The Union's position on physical fitness is that it does not object to the institution of a reasonable physical fitness training program as long as an in-service training is provided. The

Township proposes that members of the bargaining unit be required to pass a physical agility test and that in the event that the employee is unable to pass he is subject to layoff, and if he cannot meet the agility test standards within 60 days of being laid off his employment is permanently terminated. Testimony at the hearing established that employees should be physically fit to perform their duties. However, there is no provision for physical fitness in the current agreement and the Township's proposal would be too significant a departure from the current situation. The following contractual provision should accomplish the mutual purposes of the parties:

Physical Fitness - Employees are expected to be physically fit to perform their duties. The Township may adopt a reasonable physical fitness training program in order to permit employees to attain reasonable levels of physical fitness. Such a program will include in-service training for a reasonable length of time before employees are expected to attain a reasonable attainable level of fitness.

PHYSICALS

The Township proposes language which would require employees to take a sick leave in the event they are not physically fit to perform their duties in a satisfactory manner. The Employer's position, which is supported by provisions in the Blackman and Summit Township labor contracts, is adopted except that it is to

be effective one year after any physical fitness program is adopted by the Employer as described above.

July 21, 1987
Date

Thomas J. Barnes
Thomas J. Barnes, Chairperson
Arbitration Panel

Aug 13, 1987
Date

David Phelps
David Phelps, Employer
Member Arbitration Panel

Aug 14, 1987
Date

Rolland R. Case
Rolland Case, Union Member
Arbitration Panel

SECTION 2. The time elements in the steps can be shortened or extended by mutual agreement.

SECTION 3. Any employee grievance or Union grievance not presented for disposition through the grievance procedure in ~~fifteen~~ ^{TWELVE (12)} ~~(15)~~ ^{CALENDAR} working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim or in the case of a continuing circumstance which constitutes the subject matter of such grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

SECTION 4. If called in, the committeeman will make a careful investigation of the grievance before it is reduced to the formality of a written complaint in order to ascertain that the grievance complaint is justified under the terms of this Agreement and that there is reasonable grounds to believe that the claim is true in fact. The grievance complaint shall set forth all the facts necessary to understanding of the issues involved, and it shall be free from charges of language not germane to the real issue or conducive to subsequent calm deliberations.

SECTION 5. It is the intent and desire of the Township and Union that the investigation and discussion of grievances be conducted in a manner to minimize lost time. The committeeman or president shall not leave their work to investigate grievances or conduct Union business without receiving the prior approval of the Chief and/or his representatives. Such approval will not be arbitrarily withheld, and shall be granted when requested, except when the immediate absence of the committeeman or president would interfere seriously with their job.

SECTION 6. The Grievance Procedure shall be as follows:

Step 1. Any employee having a grievance will take this matter up within ~~fifteen~~ ^{TWELVE (12)} ~~(15)~~ ^{CALENDAR} working days of its occurred with the Chief.

Step 2. If the grievance is not settled at this step, it shall thereupon be reduced to writing on forms to be provided for that purpose by the Township, properly dated and signed by the employees and/or his committeeman. The Chief shall note on the grievance his disposition thereof. The written grievance so filed cannot be expanded or enlarged. The Chief's answer shall be made within ~~three (3)~~ ^{FIVE (5) CALENDAR} working days. If no answer is forthcoming the grievance will be treated as denied and can automatically be moved to the next step. After receipt of the answer, if the Union fails to move the grievance to the next step within ~~five (5)~~ ^{SEVEN (7) CALENDAR} working days, the grievance will be considered dropped.

Step 3. If the grievance is not settled in the preceding step, the written grievance shall be presented to the Township Supervisor. The grievant has a right to be represented by the Bargaining Committee or its designee. The meeting with the Township Supervisor shall be held within ten (10) calendar days after submission of the grievance. After the hearing, the Supervisor shall have ~~five (5)~~ ^{SEVEN (7) CALENDAR} Township working days to submit his answer. The Supervisor's last answer shall be considered final unless mediation is requested within ten (10) ^{CALENDAR} working days.

Step 4. In the event mediation is invoked, the parties shall meet at the call of the mediator in an endeavor to resolve the dispute. If the grievance is not resolved at that meeting, it will be considered dropped and the Supervisor's last answer shall be considered final unless arbitration is requested within fifteen (15) ^{CALENDAR} working days after that meeting.

Step 5. Arbitration: Any unresolved grievance which is related to the interpretation, application or enforcement of a provision of this Agreement, or any written Supplementary Agreement, and which has been fully processed through the last step of the Grievance Procedure may be submitted to arbitration by either party in strict accordance with the following:

(a) The arbitrator shall have no power to establish a new rate or to change existing wage rate structure, or establish new jobs or change the existing job content or to establish work standards.

article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

* SECTION 4. The Union shall furnish the Township with a list of Union Officers, Bargaining Committeemen, and such other Union representatives, including their term of office and who are authorized to act for the Union in negotiations. When any changes occur in the list of authorized representatives, the Township shall be notified within a reasonable period of time.

SECTION 5. Maintenance of Conditions. Working conditions in effect at the time of execution of this Agreement shall remain in effect and no employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

SECTION 6. Correspondence. Township Officials, including the Fire Chief, shall answer in writing, any correspondence from the Union and its representatives within fifteen (15)^{CALENDAR} days from the date that the correspondence was received. The Union or its representatives shall answer, in writing, any correspondence from Township Officials or the Fire Chief within fifteen (15)^{CALENDAR} days, from the date such correspondence is received.

SECTION 7. In the event 911 assumes complete dispatch operations for Leoni Township, the Township will maintain a fire department clerk who shall be considered a member of the Bargaining Unit.

ARTICLE X

MISCELLANEOUS

SECTION 1. Volunteer firemen not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for purposes of instructional training, fill in, or in case of emergency.

SECTION 2. The Union shall retain its bulletin boards in each station. Such boards shall be provided by the Township and identified with the name of the Union and for Union use only, and the Union will designate persons responsible therefore.

SECTION 3. The Township shall furnish to the Union, office space in one of the engine houses at no cost to the Union.

SECTION 4. Discipline - Discharge. When the Township feels disciplinary action is warranted, such action must be initiated within five (5) Township working days from the date of the occurrence of the condition giving rise to the action. Written notification of disciplinary action shall be sent to the employee and the Union. The employee shall have the right to Union representation at any time.

SECTION 5. Any State or Federal Union Representative, outside of #1766, will check in the Township Office prior to visiting ^{ANY OPERATING} Fire Stations ~~#1~~ and ~~#2~~

ARTICLE XI

JURY DUTY AND COURT TIME

SECTION 1. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. Such leave will not be deducted from sick leave or vacation time. Time spent in court under subpoena while off duty, as a result of Township employment, shall be reimbursed at the rate of overtime.

ARTICLE XII

SENIORITY

SECTION 1. New employees shall complete a probationary period of six (6) months before they may accumulate seniority and the Union agrees that probationary employees have no seniority rights. Termination of probationary employees is not subject to the grievance procedure or arbitration.

ARTICLE XVI
VACATION AND PAY

SECTION 1. The vacation time off shall be as follows:

(a) Employees working the twenty-four (24) hour per day shift as follows:

6 Months to 1 Year	3 work days
2 Years to 6 Years	6 work days
7 Years to 12 Years	9 work days
13 Years to 18 Years	12 work days
After 18 Years (including 18th Year)	15 work days

(b) Employees working the eight (8) hour a day shift as follows:

6 Months to 1 Year	5 work days
2 Years to 6 Years	10 work days
7 Years to 12 Years	15 work days
13 Years to 18 Years	20 work days
After 18 Years (including 18th Year)	25 work days

SECTION 2. The Chief shall schedule vacation leave according to seniority of employees.

SECTION 3. An employee may accumulate his vacation time for no more than two (2) years.

SECTION 4. An employee who is discharged for cause shall forfeit his vacation pay. An employee who quits or is laid off shall receive his accumulated vacation pay.

SECTION 5. (SEE BELOW *)

ARTICLE XVII
INSURANCE, CLOTHING ALLOWANCE,
FOOD ALLOWANCE AND EDUCATIONAL EXPENSE

SECTION 1. The Township agrees to provide medical insurance for employees and their dependents, Blue Cross/Blue Shield 6920, 0665, 0300 Plan, with major medical and prescription.

* AN EMPLOYEE MUST TAKE HIS OR HER VACATION ~~TIME~~ WITHIN ONE YEAR AFTER ITS ACUAL OR IT IS FORFEITED. AN EMPLOYEE MUST WORK A FULL CALENDAR YEAR OR ACUE AN ANNUAL ANNIVERSARY BEFORE ¹⁴BEING ABLE TO TAKE THE VACATION TIME. A JOB RELATED INTURY SHALL NOT CAUSE A FORFEITURE OF VACATION TIME.

AGREEMENT

BETWEEN

TOWNSHIP OF LEONI

AND

LEONI TOWNSHIP ASSOCIATION LOCAL
NO. 1766 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

July 1, 1984 - June 30, 1986

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AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS ____ day of _____, 19____, by and between the TOWNSHIP OF LEONI, Jackson County, Michigan, hereafter referred to as the "Township" and Local 1766 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, MICHIGAN STATE FIREFIGHTERS UNION, AMERICAN FEDERATION OF LABOR - CONGRESS OF INDUSTRIAL ORGANIZATION, CANADIAN LABOUR COUNCIL, hereinafter referred to as the "Union":

ARTICLE I

MANAGEMENT RIGHTS

SECTION 1. The Township retains the inherent and sole rights to manage the Fire Department, and any right to manage heretofore established and practiced which is not inconsistent with the Agreement, is reserved to Management. Among the rights of Management, but not as an exclusive list thereof, are the right to decide the number of departments and their location, the number of personnel, the machine and other equipment to be used in such departments, to establish and change work schedules, to maintain order and efficiency in the department and its operations, to hire, layoff, assign work to employees to work, reassign, transfer, promote and demote employees, suspend, discipline and discharge employees for cause, determine the starting and quitting shifts and the number of hours to be worked, to assign overtime, to introduce new and improved methods and facilities or to change existing methods, or facilities; such rights, however, to be subject to and not inconsistent with the terms and provisions of the Agreement, according to State and Federal laws.

ARTICLE II

RECOGNITION, AGENCY, SHOP & DUES

SECTION 1. The Township recognizes the Union as the exclusive bargaining agent for all employees of the Leoni Township Fire Department, but excluding the Chief.

SECTION 2. Membership in the Union is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards to such matters.

SECTION 3. Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for benefits he received from representation. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made equally for all employees in the Bargaining Unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that such employee in the Bargaining Unit pay equally for benefits received and each assume their fair share of the obligation to support the Union commensurate with the grant of equal benefits contained in this Agreement.

SECTION 4. The Township agrees that as a condition of continued employment all present and future employees within the Bargaining Unit shall either become and remain members in good standing in the Union or shall pay to the Union an amount of money equal to that paid by the employees who are members of the Union, limited however, solely to the amount of money equal to the Union's regular and usual dues, but shall not include any special increases or other requirements of the Union for special support from its members in excess of regular dues.

a) Present employees not members of the Union on the effective date of this Agreement shall, on or before the 181st day following the effective date of this Agreement, or the signing date of the Agreement, whichever is later, shall become a member in good standing or tender such fees as is set forth in Section 4 above. New employees hired after the effective date of this Agreement shall, on the 181st day of employment, become a member of the Union or tender, an amount equal to dues as set forth in Section 4 above.

b) The Union shall accept such initiation fees and periodic dues and if requested shall accept into the membership each employee who becomes eligible to become a member of the Collective Bargaining Unit who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

SECTION 5. The Union agrees to furnish the Township with checkoff authorizations conforming to law.

SECTION 6. The Union shall submit to the Township a statement of the amounts due to the Union by each employee for Union dues. The Township shall then deduct the amount due from the each employee's pay and transmit that total deductions to the Financial Secretary of the Union, provided, however, that the Union shall have submitted to the Township an authorization card signed by the employee from whose pay said deductions are to be made.

SECTION 7. The Township will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to properly refund such monies as soon as practical.

SECTION 8. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Township pursuant to this Section and agrees to indemnify and save the Township harmless by virtue of such collections and payments to the Union.

ARTICLE III

GRIEVANCE

SECTION 1. A Grievance is hereby defined to be any dispute or controversy between the parties of this Agreement, or between the Township and any employees covered by this Agreement, with respect to matters arising out of circumstances and conditions occurring subsequent to the date of this Agreement.

SECTION 2. The time elements in the steps can be shortened or extended by mutual agreement.

SECTION 3. Any employee grievance or Union grievance not presented for disposition through the grievance procedure in fifteen (15) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim or in the case of a continuing circumstance which constitutes the subject matter of such grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

SECTION 4. If called in, the committeeman will make a careful investigation of the grievance before it is reduced to the formality of a written complaint in order to ascertain that the grievance complaint is justified under the terms of this Agreement and that there is reasonable grounds to believe that the claim is true in fact. The grievance complaint shall set forth all the facts necessary to understanding of the issues involved, and it shall be free from charges of language not germane to the real issue or conducive to subsequent calm deliberations.

SECTION 5. It is the intent and desire of the Township and Union that the investigation and discussion of grievances be conducted in a manner to minimize lost time. The committeeman or president shall not leave their work to investigate grievances or conduct Union business without receiving the prior approval of the Chief and/or his representatives. Such approval will not be arbitrarily withheld, and shall be granted when requested, except when the immediate absence of the committeeman or president would interfere seriously with their job.

SECTION 6. The Grievance Procedure shall be as follows:

Step 1. Any employee having a grievance will take this matter up within fifteen (15) working days of its occurred with the Chief.

Step 2. If the grievance is not settled at this step, it shall thereupon be reduced to writing on forms to be provided for that purpose by the Township, properly dated and signed by the employees and/or his committeeman. The Chief shall note on the grievance his disposition thereof. The written grievance so filed cannot be expanded or enlarged. The Chief's answer shall be made within three (3) working days. If no answer is forthcoming the grievance will be treated as denied and can automatically be moved to the next step. After receipt of the answer, if the Union fails to move the grievance to the next step within five (5) working days, the grievance will be considered dropped.

Step 3. If the grievance is not settled in the preceding step, the written grievance shall be presented to the Township Supervisor. The grievant has a right to be represented by the Bargaining Committee or its designee. The meeting with the Township Supervisor shall be held within ten (10) calendar days after submission of the grievance. After the hearing, the Supervisor shall have five (5) Township working days to submit his answer. The Supervisor's last answer shall be considered final unless mediation is requested within ten (10) working days.

Step 4. In the event mediation is invoked, the parties shall meet at the call of the mediator in an endeavor to resolve the dispute. If the grievance is not resolved at that meeting, it will be considered dropped and the Supervisor's last answer shall be considered final unless arbitration is requested within fifteen (15) working days after that meeting.

Step 5. Arbitration: Any unresolved grievance which is related to the interpretation, application or enforcement of a provision of this Agreement, or any written Supplementary Agreement, and which has been fully processed through the last step of the Grievance Procedure may be submitted to arbitration by either party in strict accordance with the following:

(a) The arbitrator shall have no power to establish a new rate or to change existing wage rate structure, or establish new jobs or change the existing job content or to establish work standards.

(b) Within thirty (30) days after notice of intention to arbitrate is given to the other party, the Township and the Union shall attempt to agree upon an arbitrator within ten (10) days and if this cannot be done, the American Arbitration Association shall be requested to provide an arbitrator.

(c) The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and he shall be without power and authority to make any decision; (1) contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

(d) The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the Grievance Procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought.

(e) The decision of the arbitrator in a case may not require a retroactive wage adjustment in another case.

(f) The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the Township.

(g) In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

(h) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employee other than the aggrieved and his union representative shall not apply to their participation in arbitration cases.

SECTION 7. The Union is entitled to a grievance committee of three (3) men and may call in representatives at any stage of the Grievance Procedure

SECTION 8. Up to two (2) Union officials shall be allowed reasonable time off, with pay, during work hours for union business, including conventions provided the two officials are not on the same shift.

ARTICLE IV

NON-DISCRIMINATION

SECTION 1. The Township and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights and in accordance therewith, there shall be no discrimination against any person or persons, in violation of applicable laws.

ARTICLE V

INTERFERENCE WITH WORK

SECTION 1. The Union agrees to refrain from any interference with work that would violate the Public Employment Relations Act. The Township will not lockout any employee during the term of this Agreement.

ARTICLE VI

RESIDENCE

SECTION 1. It is agreed by both parties that all employees covered under this Agreement shall reside within the boundaries of Jackson County.

ARTICLE VII

LAYOFF AND RECALL

SECTION 1. In the event it becomes necessary to layoff employees, they will be laid off in accordance with seniority, starting with the employees with the least seniority. New employees shall not be hired until all laid off employees have been recalled. The return to work shall follow the seniority list in reverse order.

SECTION 2. Recall shall be by certified letter, return receipt requested. The president of the Union shall be notified of all recalls. If an employee does not report for work fifteen (15) calendar days after notice of such recall, his name shall be removed from the seniority list.

SECTION 3. It is the responsibility of the laid off employee to notify the Township and the Union of any change of address and if failure to receive notice occurs for this reason, the employee will be treated as if he has quit.

SECTION 4. All laid off employees will be required to pass a physical examination after six (6) months lay-off.

ARTICLE VIII

LEAVE OF ABSENCE

SECTION 1. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union.

SECTION 2. Funeral leave with pay shall be the same as above, Section 1, with the exception that a telephone call will be all that is required.

ARTICLE IX

GENERAL

SECTION 1. It is understood and agreed that any authority the Township had prior to the signing of this Agreement, is retained by the Township, excepting those special abridged, delegated, or granted therein.

SECTION 2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

SECTION 3. If any article or section of this Agreement or any supplementa thereto, should be held invalid by operation of law or by any tribunal of of competent jurisdiction, or if compliance with or enforcement of any

article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 4. The Union shall furnish the Township with a list of Union Officers, Bargaining Committeemen, and such other Union representatives, including their term of office and who are authorized to act for the Union in negotiations. When any changes occur in the list of authorized representatives, the Township shall be notified within a reasonable period of time.

SECTION 5. Maintenance of Conditions. Working conditions in effect at the time of execution of this Agreement shall remain in effect and no employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

SECTION 6. Correspondence. Township Officials, including the Fire Chief, shall answer in writing, any correspondence from the Union and its representatives within fifteen (15) days from the date that the correspondence was received. The Union or its representatives shall answer, in writing, any correspondence from Township Officials or the Fire Chief within fifteen (15) days, from the date such correspondence is received.

SECTION 7. In the event 911 assumes complete dispatch operations for Leoni Township, the Township will maintain a fire department clerk who shall be considered a member of the Bargaining Unit.

ARTICLE X

MISCELLANEOUS

SECTION 1. Volunteer firemen not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for purposes of instructional training, fill in, or in case of emergency.

SECTION 2. The Union shall retain its bulletin boards in each station. Such boards shall be provided by the Township and identified with the name of the Union and for Union use only, and the Union will designate persons responsible therefore.

SECTION 3. The Township shall furnish to the Union, office space in one of the engine houses at no cost to the Union.

SECTION 4. Discipline - Discharge. When the Township feels disciplinary action is warranted, such action must be initiated within five (5) Township working days from the date of the occurrence of the condition giving rise to the action. Written notification of disciplinary action shall be sent to the employee and the Union. The employee shall have the right to Union representation at any time.

SECTION 5. Any State or Federal Union Representative, outside of #1766, will check in the Township Office prior to visiting Fire Stations #1 and #2.

ARTICLE XI

JURY DUTY AND COURT TIME

SECTION 1. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. Such leave will not be deducted from sick leave or vacation time. Time spent in court under subpoena while off duty, as a result of Township employment, shall be reimbursed at the rate of overtime.

ARTICLE XII

SENIORITY

SECTION 1. New employees shall complete a probationary period of six (6) months before they may accumulate seniority and the Union agrees that probationary employees have no seniority rights. Termination of probationary employees is not subject to the grievance procedure or arbitration.

SECTION 2. The Township shall furnish the Union with an up-to-date copy of the seniority list every six (6) months.

SECTION 3. Seniority shall begin at the end of the employee's probationary period but shall be retroactive back to the date of hire and shall be broken only by voluntary quit, discharge, which is not reversed by the Grievance Procedure, or for the reasons set forth below.

(a) The employee is absent for three (3) consecutive work days without notifying the Township or Fire dispatcher.

(b) He falsifies reasons for a leave of absence, or missing shifts.

(c) Retirement.

(d) The employee is laid off for a period of time greater than his period of employment with the Township.

SENIORITY LIST - LEONI FIREFIGHTERS

Art Morton (Captain)	11-01-60
Virgil Carroll (Captain)	12-01-62
Gilbert Jones (Captain)	03-11-66
John Bailey	06-16-66
Kenneth Westra (Clerk-Radio Operator)	07-01-66
John Ellithorpe	09-04-70
Donald Trefry	09-16-73
Sherman Berkeypile	06-21-79
Michael LaRocque	06-21-79

ARTICLE XIII

PROMOTIONS

SECTION 1. Promotions will be made within the bargaining unit and shall be made on the basis of seniority and qualifications as defined in the next section of this article. Job vacancies will be posted for a period of fifteen (15) calendar days in a conspicuous place in each station.

SECTION 2. The following is a list of qualifications for promotions within the bargaining unit:

- (a) A written exam
- (b) Seniority
- (c) An oral interview with the Township Board or its representative.

SECTION 3. A member of the bargaining unit accepting a promotion to the position of Chief shall have his seniority frozen, for purposes of this agreement, at the time of said promotion. If the employee again returns to the bargaining unit, he shall only be credited with the seniority he had standing to his credit at the time of his promotion.

ARTICLE XIV

SICK DAYS

SECTION 1. Each member of the bargaining unit shall be entitled to the following sick days:

(a) An employee shall be entitled to one (1) sick day for each month of employment.

(b) An employee may accumulate sick days from year to year. All accumulated sick leave up to a maximum of fifty (50) days shall be placed in a current sick leave bank. All accumulated sick leave in excess of fifty (50) days, as of July 1, 1983, shall be placed in a reserve sick leave bank.

(c) On each employee's anniversary date, the City shall buy back all accumulated sick days in the employee's current sick leave bank in excess of fifty (50) days, at the employee's current daily rate.

(d) An employee terminating his employment by reason of having attained retirement age, or by reason of a medical or disability retirement or death, shall receive full credit or compensation for the accumulated sick days in his current and reserve sick leave banks, at the employee's current daily rate. In all other cases of termination, the employee shall receive credit or compensation for one half of the accumulated sick days in his current and reserve sick leave banks, at the employee's current daily rate.

(e) Any employee entitled to receive credit or compensation for accumulated sick leave days shall have the option of terminating his employment with pay by as many days early as he has accumulated sick leave.

(f) Employees taking sick time, shall upon request, be required to produce a doctors statement verifying illness, as the cause of time off.

ARTICLE XV

HOLIDAYS AND PAY

SECTION 1. All members of the bargaining unit, with the exception of the Clerk-Radio Operator, shall receive holiday pay for the following days during the calendar year:

Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, the Day before Christmas, the Day before New Years, Easter, Veterans Day, and Washington's Birthday.

SECTION 2. Employees, with the exception of the Clerk-Radio Operator, shall be paid, as provided, for the eleven (11) holidays above, providing they meet the following eligibility rule:

(a) The employee must have worked the last regularly scheduled work day before and after the holiday, except when, either before or after, the employee is on vacation, leave of absence, excused absence, lay-off, regular days off, or in the event of trade time.

SECTION 3. Employees, with the exception of the Clerk-Radio Operator, shall be paid for each of the eleven (11) holidays whether worked or not at the rate of Fifty Dollars (\$50.00) per holiday.

SECTION 4. The Clerk-Radio Operator will be entitled to time off on the same holidays granted to other Township employees.

ARTICLE XVI

VACATION AND PAY

SECTION 1. The vacation time off shall be as follows:

(a) Employees working the twenty-four (24) hour per day shift as follows:

6 Months to 1 Year	3 work days
2 Years to 6 Years	6 work days
7 Years to 12 Years	9 work days
13 Years to 18 Years	12 work days
After 18 Years (including 18th Year)	15 work days

(b) Employees working the eight (8) hour a day shift as follows:

6 Months to 1 Year	5 work days
2 Years to 6 Years	10 work days
7 Years to 12 Years	15 work days
13 Years to 18 Years	20 work days
After 18 Years (including 18th Year)	25 work days

SECTION 2. The Chief shall schedule vacation leave according to seniority of employees.

SECTION 3. An employee may accumulate his vacation time for no more than two (2) years.

SECTION 4. An employee who is discharged for cause shall forfeit his vacation pay. An employee who quits or is laid off shall receive his accumulated vacation pay.

ARTICLE XVII

INSURANCE, CLOTHING ALLOWANCE,
FOOD ALLOWANCE AND EDUCATIONAL EXPENSE

SECTION 1. The Township agrees to provide medical insurance for employees and their dependents, Blue Cross/Blue Shield 6920, 0665, 0300 Plan, with major medical and prescription.

SECTION 2. In addition the Township shall provide for the employees and their families Blue Cross/Blue ShielF Dental Plan CR-25-50-50, MBL-\$1,000.00.

SECTION 3. All firemen and their families shall be provided with optical insurance, Blue Cross/Blue ShielF "Optical HSI Vision Writer" and the Medical Emergency Rider.

SECTION 4. The Township shall provide for each employee a life insurance policy insuring the employee's life in the amount of Twenty-five Thousand (\$25,000.00) dollars. This insurance shall provide for double indemnity for accidental death, whether occurring on-duty or off-duty. The Township shall also provide life insurance in the amount of two thousand (\$2,000.00) dollars on the spouse, and one thousand (\$1,000.00) dollars on each child. The carrier of such policy shall be selected by the Township.

SECTION 5. An employee injured on the job and receiving workman's compensation shall receive supplemental pay from the Township for twelve (12) weeks from the time the workman's compensation payments begin. In no event shall combined payments be more than the employee's normal regular weekly salary.

SECTION 6. Each full-time employee shall receive an annual clothing allowance in the amount of two hundred (\$200.00) dollars.

(a) Payable as follows:

One hundred (\$100.00) dollars on the first day of June and One hundred (\$100.00) dollars on the first of December. Due and payable each year. The above mentioned clothing allowance does not apply to fire boots, coats, helmets, gloves, or any other firefighting equipment.

SECTION 7. a. Each full-time employee, except the Clerk-Radio Operator, shall receive an annual food allowance in the amount of four hundred (\$400.00) dollars.

(a) Payable as follows:

Two hundred (\$200.00) dollars on the first day of June, and Two hundred (\$200.00) on the first day of December. Due and payable each year.

b. The Clerk-Radio Operator shall be entitled to a one-hour lunch per work day.

SECTION 8. (a) The Township shall annually appropriate and set aside the sum of five hundred (\$500.00) dollars to provide for fire fighting education of the department. Said sum shall be expended in such amounts and at such times as determined by the Township for fire fighting instruction, classes, and field activities as the Township considers properly conducted and sponsored programs.

(b) The aforementioned appropriation of money in Section 6(shall be separate and distinct from compensation received by members of the bargaining unit for education courses or schools attended.

(c) Where an employee has successfully completed a certifie fire fighting program (or job related courses) shall be eligible for additional compensation, such additional compensation shall be in the amount of five (\$5.00) dollars for a one (1) day school, ten (\$10.00) dollars for a two (2), three (3), or four (4) day school; fifteen (\$15.00) dollars for a five (5) or six (6) day school; twenty (\$20.00) dollars for a seven (7) day or more; and twenty-five (\$25.00) dollars per credit hour for all college credit hour courses; to be paid on the first day of June each year. Thereafter, one half of the abovementioned compensation shall be added to the employee's base salary.

SECTION 9. The Township shall provide for each employee an insurance policy for weekly disability pay in the amount of 50% of the weekly base salary with a maximum of One hundred and fifty (\$150.00) dollars, for sickness and accident off the job. To take effect after all sick time has been used up.

ARTICLE XVIII

PERSONAL DAYS

SECTION 1. All Employees shall receive one (1) personal day per year. Personal days may be accumulated from year to year or taken at the will of the Employee. If an Employee wishes to take a personal day, the Employee shall notify the Department within twenty-four (24) hours prior to the scheduled work day or shift, whichever.

ARTICLE XIX

ARTICLE XX

WAGES AND HOURS

SECTION 1. The pay period shall be every other Thursday.

SECTION 2. The Work Week will be according to Public Act #125.

SECTION 3. Commencing as of July 1, 1984, the rates of pay shall be as follows, which shall be known as the base salary:

Leoni Twp.
Firemen's Wages

	<u>7/1 3% 1981</u>	<u>7/1 3% 1985</u>
Start	\$12,928.89	\$13,316.76
1 yr.	15,446.70	15,910.10
2 yrs.	15,929.34	16,407.22
3 yrs.	16,205.80	16,691.97
4 yrs.	16,588.30	17,085.95
7 yrs.	16,940.62	17,448.84
10 yrs.	17,536.42	18,062.51
Captain		
5 yrs.	18,132.22	18,676.19
10 yrs.	18,728.03	19,289.87
Cler-Radio Operator		

SECTION 4. Employees who are called back during scheduled time off shall be paid on an hourly basis determined by dividing their base pay by 2,912 hours.

SECTION 5. The Township shall pay overtime (time and one half) for all hours worked over fifty-six (56) hours, including sick or vacation fill-in time, call back time on alarms.

SECTION 6. A cost-of-living adjustment shall be paid not to exceed six per cent (6%) per contract year. The index used shall be the 1967 Consumer Price Index as calculated by the Bureau of Labor Statistics of the United States Department of Labor. The cost of living adjustment shall be paid within ten (10) days after each quarterly index change is published.

ARTICLE XXI

ARTICLE XXII

WAIVER

SECTION 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had no unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects, or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that neither party has relinquished any rights or given any position or affected its right to interpret the collective bargaining agreement, by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

ARTICLE XXIII

DURATION AND SCOPE

SECTION 1. This Agreement shall become effective on July 1, 1984 and shall remain in full force and effect until June 30, 1986. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail, at least ninety (90) days prior to expiration of contract

TOWNSHIP OF LEONI

BY: David James Phelps, Supervisor

BY: Leah E. McCourtie, Clerk

BY: Shirley M. Trolz, Treasurer

LEONI TOWNSHIP ASSOCIATION LOCAL NO.
1766 OF THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

BY: _____

BY: _____

BY: _____

DATED: _____

OFFICE OF
Leoni Township
913 FIFTH STREET
MICHIGAN CENTER, MICHIGAN 49254
PHONE PO 4-4694

TO: Leoni Township Firefighters Local 1766
FROM: Leoni Township Board of Trustees
SUBJECT: CONTRACT NEGOTIATIONS
DATE: November 4, 1981

The Leoni Township Board of Trustees and the Firefighters Local 1766 agree to the following proposal for the contract beginning July 1, 1981 thru June 30, 1982.

1. 3% salary increase
2. \$25,000 in Life Insurance
3. Robert Cole returned to Captain
4. Maintain (1) Fire Chief, (1) Radio man, (12) Firefighters Clerk

LEONI FIREFIGHTERS LOCAL 1766

Kelbert Jones
Michael L. Brown
Leslie H. Brown

LEONI TOWNSHIP BOARD OF TRUSTEES

David James Phelps
David James Phelps, Supervisor
Leah E. McCourtie
Leah E. McCourtie, Clerk
Shirley M. Trolz
Shirley M. Trolz, Treasurer
William Navarre
William Navarre, Trustee
James W. Powell
James W. Powell, Trustee
Sandra K. Smith
Sandra K. Smith, Trustee

DATED: November 5, 1981