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P.R.

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT NO. 312 ARBITRATION PROCEEDING
BEFORE JOHN B. SWAINSON, CHAIRPERSON,
ANGELO A. PLAKAS, EMPLOYER DELEGATE,
AND ROBERT BAKER, UNION DELEGATE
DETROIT, MICHIGAN

IN THE MATTER OF:

TOWNSHIP OF PLYMOUTH,

Public Employer,

and

Case No. D81-I-1956

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
PLYMOUTH TOWNSHIP PROFESSIONAL FIREFIGHTERS,
LOCAL 1496,

Public Employees.

ACT 312

FINDINGS, DETERMINATION AND AWARD

Pursuant to the Police-Firefighters Arbitration Act, Act 312 Public Acts of 1969, as amended, a panel was selected to hear and decide certain disputes between the Township of Plymouth and the International Association of Firefighters, Plymouth Township Professional Firefighters Local 1496. The disputes between the parties arose when the parties were unable to reach a negotiated collective bargaining agreement covering wages, benefits and other conditions of employment. The panel was comprised of John B. Swainson, Chairman; Angelo Plakas, designated by the employer; and Robert Baker, designated by the Union. Hearings were conducted by the panel on various dates and the parties submitted to the panel numerous exhibits, which, together with the testimony of the witnesses, were weighed by the panel in arriving at the final award.

Prior to the hearings, the panel decided that the following communities would be considered as comparable communities for purposes of comparison of wages, hours and conditions of employment.

- 1) Waterford Township
- 2) Canton Township
- 3) Ypsilanti Township
- 4) Redford Township
- 5) City of Plymouth

The testimony of the Union's witnesses, Clayton Miller and Mark Wendell, dealt with an introduction of exhibits and explanation of the relation of the Township firefighters to the other comparable communities' firefighters in the areas of wages, benefits and working conditions. The Union's financial expert, Ronald P. Tank, testified that, in his opinion, the Township was "currently in very sound financial condition" and "will be in sound financial condition over the next several years."

The Township's financial experts, members of the auditing firm of Plante/Moran testified that, while the Township is presently in a sound financial condition, the long-term outlook is speculative and that certain evidence of "financial stress" is present. Mr. Kenneth Kunkel, of Plante/Moran, emphasized that State and Federal Revenue Sharing was uncertain and that future property-tax evaluations were not expected to increase. In addition, the Township of Plymouth has reached its legal limitation in the levying of tax millage, absent a vote of the people.

Fire Chief Larry Groth testified for the Township and expressed certain concerns about minimum staffing requirements, emphasizing that with the current procedure for call back in cases of structural fires, and the utilization of volunteers, the Department's ability to respond to emergencies was more than adequate.

Kent Herbert, a financial consultant, testified for the Township, as did the elected Supervisor Maurice Breen. Mr. Herbert described the long-term effect of certain issues such as sick time, pension and safety manning.

Act 312, MCLA 423.239, Section 9, prescribes the various factors to be considered by the panel in arriving at the panel's ultimate decision. In arriving at its final award, the panel makes the following findings of facts.

A) The Township of Plymouth is a Charter Township located in western Wayne County. It has a population of 23,028 within its boundaries, which comprise about 16 square miles. It is a community in transition from rural farmland to an urbanized area. Its homes are essentially upper-middle income. While evidence established that there were some industrial areas, the overall character of the community appears to be residential in nature.

B) The Township has two fire stations located in the eastern area of the Township, which are about 2 1/2 miles in distance from each other. The Fire Department is comprised of 14 full-time firefighters and a full-time Chief. In addition, the Department utilizes a 17-man volunteer staff of firefighters who have the basic firefighting training. Exhibits introduced by the parties show that in the year 1980, the Township Fire Department responded to about 963 total runs (Union Exhibit #1). The Township's Exhibit #4 established that there were 222 fire runs in 1980, while the Union's exhibits claimed 314 fire runs. In 1981, the Union's Exhibit #1 established that of the total of 911 runs, 204 were fire runs, while the Township's Exhibit #5 claimed 241 fire runs. As to the year 1982, the Township introduced Exhibit #6 showing a total of 177 fire runs, while the Union did not submit any exhibits or testimony relating to the year 1982.

C) The Township of Plymouth is in sound financial condition currently or as to be able to afford, without hardship, the financial award rendered by this panel.

D) The Township Fire Department has sufficient manpower and operating procedures, which, when utilized, provide safe and efficient fire protection to the residents of the community.

E) The future financial outlook for municipalities in Michigan is uncertain so that long-range benefits, such as pension, sick time and safety manning create unascertainable future costs that could jeopardize the interests and welfare of the citizens of the community.

F) The panel finds that as to the issue of "On-the-job-injuries" that, while there were no protracted negotiations on this demand, there was sufficient identification of it as an issue prior to the hearing so that it can be considered by the panel.

LAST BEST OFFER

UNION ISSUE NOS. 1 and 2

TOWNSHIP ISSUE NO. 1

PENSION
ARTICLE 23

Union Last Best Offer:

AMEND ARTICLE 23 TO READ:

- A. No Change
- B. No Change
- C. The Township will contribute 10% of the employees' gross pay (including base salary, overtime pay, holiday pay and longevity pay) to the present defined contribution pension plan with Manufacturers Life Insurance Company, and 15% of gross for those employees with more than 28 years of service by November 1, 1980.

If possible, under the terms of this plan, employees may individually elect to contribute 5% or more of their gross pay to either the above ManuLife plan or to a deferred compensation plan established by the Township.

TO ARTICLE 23, ADD SECTION D, TO READ:

- D. For those employees hired prior to January 1, 1970, who attain at least 55 years of age with at least 25 years of service to the Township Fire Department, the Township will provide a life-time annual pension equal to not less than: (2% X years of Township Fire Department Service X employee's base salary at time of retirement.)

To provide this benefit, the Township will contribute the amount of money necessary (according to then current annuity rates) less the amount the employee has in his ManuLife Plan and Township deferred compensation plan, if applicable, at the time of retirement.

The Township shall make this contribution when the eligible employee (s) decide to retire, or at an earlier time, at the Township's discretion.

Township Last Best Offer:

The Township proposes no change to the current employees' pension.

Award: The Last Best Offer of the Township is adopted.

Concur: Angelika Swainson

Dissent: [Signature]

LAST BEST OFFER

UNION ISSUE NO. 3

TOWNSHIP ISSUE NO. 2

WAGES
ARTICLE 5

Union Last Best Offer:

B. WAGES

For those employees who are certified Emergency Technicians, the following annual salary schedules will be effective:

a) From April 1, 1982, to March 31, 1983:

Firefighter

Entry	\$17,255
After 1 year	\$19,955
After 2 years	\$22,135
After 3 years	\$24,212
After 4 years	\$24,522

Sergeant

Entry	\$25,336
After 6 months	\$25,903

b) From April 1, 1983, to March 31, 1984:

Firefighter

Entry	\$18,635
After 1 year	\$21,551
After 2 years	\$23,906
After 3 years	\$26,149
After 4 years	\$26,484

Sergeant

Entry	\$27,616
After 6 months	\$28,234

c) From April 1, 1984, to March 31, 1985:

Firefighter

Entry	\$20,126
After 1 year	\$23,275
After 2 years	\$25,819
After 3 years	\$28,241
After 4 years	\$28,603

Sergeant

Entry	\$30,101
After 6 months	\$30,775

Those employees who are not certified Emergency Medical Technicians will receive \$1,000 less than the above in annual salary.

Township Last Best Offer:

ARTICLE 5: WAGES AND OTHER BENEFITS (NEW ARTICLE)

The Township proposes the following wage increases:

A. Each employee's wages shall be determined by the employer using the

wage progression schedule set forth in Paragraph B of this section together with previous experience, and related training as the basis for said wage. Each employee's wages shall be increased in accordance with the step schedule as set forth under Paragraph B. However, in the event the Fire Chief believes that the employee is not a qualified firefighter, he shall have the right to refuse to certify said employee at Step 3 or 4 for that wage rate, provided that he shall give notice to the employee, in writing, at least thirty (30) days prior to the date the employee would be entitled to the next increase, setting forth the reason why he deems him to be unqualified, and the employee shall have the right to appeal under the Grievance Procedure if said action is taken by the Fire Chief.

B. For those employees who have successfully passed the Basic Firefighter Training Program, and who are also certified Basic Emergency Medical Technicians, the following salary schedules will be in force:

Effective from April 1, 1982, to March 31, 1983:

FIREFIGHTER:

STEP #5	Four Full Year's Service	\$24,068
STEP #4	Three Full Year's Service	95% of Step #5 - \$22,864
STEP #3	Two Full Year's Service	90% of Step #5 - \$21,661
STEP #2	One Full Year's Service	85% of Step #5 - \$20,458
STEP #1	Minimum Wage Payable	75% of Step #5 - \$18,953

SERGEANT 105% of Step #5 - \$25,271

Employees who are not certified as Basic Emergency Medical Technicians:

For the appropriate step based on full years of service, the non-EMT Firefighter shall receive 92% of the rate a certified EMT employee receives with the same amount of service.

Effective from April 1, 1983, to March 31, 1984:

FIREFIGHTER (EMT CERTIFIED):

STEP #5	Four Full Year's Service	\$25,632
STEP #4	Three Full Year's Service	95% of Step #5 - \$24,351
STEP #3	Two Full Year's Service	90% of Step #5 - \$23,069
STEP #2	One Full Year's Service	85% of Step #5 - \$21,787
STEP #1	Minimum Wage Payable	75% of Step #5 - \$19,224

SERGEANT 106% of Step #5 - \$27,170

Employees who are not certified as Basic Emergency Medical Technicians:

For the appropriate step based on full years of service, the non-EMT Firefighter shall receive 91% of the rate a certified EMT employee receives with the same amount of service.

Effective from April 1, 1984, to March 31, 1985:

FIREFIGHTER:

STEP #5	Four Full Year's Service	\$27,426
STEP #4	Three Full Year's Service	95% of Step #5 - \$26,055
STEP #3	Two Full Year's Service	90% of Step #5 - \$24,683
STEP #2	One Full Year's Service	85% of Step #5 - \$23,312
STEP #1	Minimum Wage Payable	75% of Step #5 - \$20,570

SERGEANT 107% of Step #5 - \$29,346

Employees who are not certified as Basic Emergency Medical Technicians:

For the appropriate step based on full years of service, the non-EMT Firefighter shall receive 90% of the rate a certified EMT employee receives with the same amount of service.

Award: The Last Best Offer of the Union is adopted.

Concur:

[Signature] [Signature]

Dissent:

[Signature]

LAST BEST OFFER

UNION ISSUE NO. 4

SUBJECT: OVERTIME FOR EMT TRAINING

Union Last Best Offer:

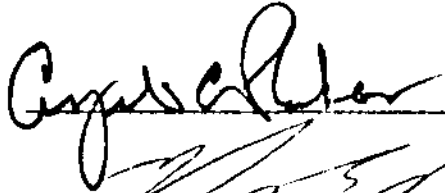
Union proposes no change in current contract language, and at the close of the hearings, withdrew the proposal it made on this item earlier during the course of the Act 312 hearings.

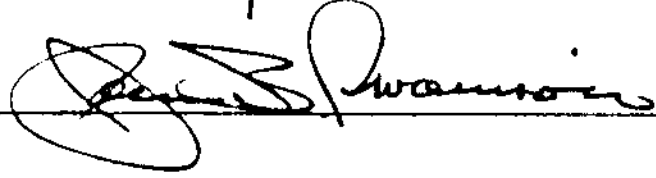
Township Last Best Offer:

Township made no proposal; therefore, the language of the prior Contract shall control on this issue.

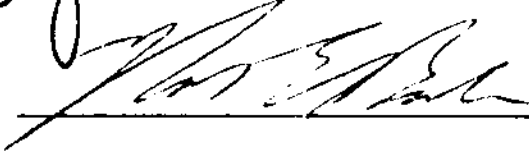
Award: The Last Best Offer of the Township is adopted.

Concur:





Dissent:



LAST BEST OFFER

UNION ISSUE NOS. 5 (a) and 5 (b)

TOWNSHIP ISSUE NO. 3

SUBJECT: OVERTIME (ARTICLE 5D)

Union Last Best Offer:

ISSUE 5 (a)

D. OVERTIME PAY

a) The overtime rate for non-emergency time in excess of regularly scheduled hours shall be 1-1/2 times the salary, divided by 2808 (54 hour/week) for a minimum of 1 hour and to the nearest 1/4 hour for all hours thereafter. This rate shall be paid for:

- 1) All required off duty training time
- 2) All other instances (except emergency run call back) where employees are called back to work in excess of their regularly scheduled hours as described in Article 6 of this Agreement, "Hours of Employment")
- 3) All regularly scheduled hours spent on duty in excess of 216 during any of a series of 28 day periods calculated by beginning January 4, 1979 (effective date of PA 604, 1978.) Payment for this section shall be made for the period beginning April 1, 1982. Trading of time, for this section, will be treated as though it had not occurred.

In order to equalize the amount of non-emergency overtime employees are called back for, the current "full shift overtime lists" shall be maintained so that hours are added to each employee's cumulative total hours (in accordance with past practice) and the employee with the lowest total hours will be the first called to work (provided they are qualified to perform the necessary work, e.g., EMT seniority, (see safety manning language.)

ISSUE 5 (b)

D. OVERTIME PAY

b) The overtime rate for emergency run call back shall be 1-1/2 times the salary, divided by 2080 (40 hour week) paid for a minimum of two hours and to the nearest 1/4 hour for hours thereafter. This rate shall be paid for all emergency run call backs.

On rescue runs, a minimum of two full-time, off-duty firefighters shall be called back and paid the emergency run call back rate.

On non-general alarms, a minimum of one full-time, off-duty firefighter shall be called back and paid the emergency run call back rate.

On general alarms, all responding off-duty, full-time firefighters shall be paid the emergency run call back rate.

Any off-duty, full-time firefighter called back in addition to the above on any emergency run will be paid the emergency run call back rate. The decision to call back additional manpower will be made by the officer or firefighter in charge of the department at that time. This additional call back may be reviewed by the Chief and abuses may subject the authorizing employee to discipline.

The current rotational list (called back last, last called) will continue to be used to institute emergency run call back.

Those employees who live beyond four miles from the station, to which they are to respond, shall not be eligible for emergency run call back unless they happen to be in either fire station at the time or the Chief authorizes their call back during emergency runs.

Township Last Best Offer:

The Township proposes the following changes to the overtime provisions of the current contract to become effective April 1, 1983.

D. Overtime Pay.

1. All employees shall be paid one and one-half (1-1/2) their hourly wage rate based on a fifty-four (54) hour work week for all time spent on duty in excess of nearest one-quarter (1/4) of an hour worked.

The balance of the provisions of Paragraph D shall remain in full force and effect.

Award: The Last Best Offer of the Township is adopted.

Concur:

Cyril Chater

James S. Swanson

Dissent:

John E. Baker

LAST BEST OFFER

UNION ISSUE NO. 6

TOWNSHIP ISSUE NO. 4

SUBJECT: HOURS OF EMPLOYMENT (ARTICLE 6)

Union Last Best Offer:

- A. The work week for firefighters shall be fifty-six (56) hours a week based on an average of fifty-two (52) weeks per year. This shall not be construed as a guarantee of minimum hours worked per day or days worked per year.
- B. All fifty-six (56) hours per week employees shall work a twenty-four (24) hour work day beginning at 8:00 A.M., and terminating at 8:00 A.M., the following day. Each day off shall be twenty-four (24) consecutive hours and each employee shall work three (3) days in every nine (9) consecutive calendar days. The work will be scheduled as follows:
W O W O W 0000 (W-work day, O-off duty day.)
- C. (Add Paragraph C) The annual salary of a firefighter is based upon a fifty-four (54) hour week.
- D. (Add Paragraph D) The hourly wage for a firefighter for all purposes of this contract shall be determined by dividing the annual salary by 2808 hours (54 hours/week X 52 weeks/year).
- E. All other employees shall normally work eight (8) hours per day from Monday through Friday, inclusive, excluding holidays, as set forth in this Agreement. This shall not be construed as a guarantee of hours worked per day or days worked per week.

Township Last Best Offer:

The Township proposes the following language to the contract, effective April 1, 1983:

- A. The work week for firefighters shall be fifty-six (56) hours a week based on an average of fifty-two (52) weeks per year. This shall not be construed as a guarantee of minimum hours worked per day or days worked per year.
- B. All fifty-six (56) hours per week employees shall work a twenty-four (24) hour week day beginning at 8:00 a.m., and terminating at 8:00 a.m., the following day. Each day off shall be twenty-four (24) consecutive hours and each employee shall work three (3) days in every nine (9) consecutive days. The work will be scheduled as follows: W O W O W 0000 (W-work day, O-off-duty day.)
- C. (Add Paragraph C) The annual salary of a firefighter is based upon a fifty-four (54) hour week.
- D. (Add Paragraph D) The hourly wage for a firefighter for all purposes of this contract shall be determined by dividing the annual salary by 2808 hours (54 hours/week X 52 weeks/year.)
- E. All other employees shall normally work eight (8) hours per day from Monday through Friday, inclusive, excluding holidays, as set forth in this Agreement. This shall not be construed as a guarantee of hours worked per day or days worked per week.

Award: The Last Best Offer of the Township is adopted.

Concur:

Cyril A. Lucas

Sam S. Swamin

Dissent:

W. E. B. DuBois

LAST BEST OFFER

UNION ISSUE NO. 7

TOWNSHIP ISSUE NO. 5

SUBJECT: HOLIDAYS (ARTICLE 8)

Union Last Best Offer:

Section A

No Change

Section B - Revise to read:

Each employee shall receive in addition to his regular pay, annual holiday pay for the holidays described herein at the rate of 12 hours pay (12 X $\frac{\text{salary}}{2608}$) each.

Holiday pay shall be paid on the first pay after Thanksgiving for all holidays occurring from the last date of payment.

Employees who leave the department for any reason shall be paid for holidays occurring from the last date of payment to the date of termination.

Township Last Best Offer:

B. The Township proposes the following changes in holiday pay:

Effective 4/1/82 - Each employee shall receive in addition to his regular pay, annual holiday pay for twelve (12) holidays at the rate of Eighty (\$80.00) Dollars for each holiday (12 X \$80 = \$960.00.)

Effective 4/1/83 - Each employee shall receive in addition to his regular pay, annual holiday pay for twelve (12) holidays at the rate of Ninety (\$90.00) Dollars for each holiday (12 X \$90 = \$1,080.00.)

Effective 4/1/84 - Each employee shall receive in addition to his regular pay, annual holiday pay for twelve (12) holidays at the rate of One Hundred (\$100.00) Dollars for each holiday (12 X \$100 = \$1,200.00.)

1. The Township further proposes that the second paragraph of Article 8 B be deleted from the current contract. That language reads as follows:

In the event a holiday falls on a date during which an employee is on sick leave, vacation, or furlough, he shall not be charged for said day against his sick leave, or vacation period.

Award: The Last Best Offer of the Township is adopted.

Concur:

Dissent:

LAST BEST OFFER

UNION ISSUE NO. 8

TOWNSHIP ISSUE NO. 6

SUBJECT: FOOD ALLOWANCE (ARTICLE 5 F)

Union Last Best Offer:

Article 5, Section E, Relabeled Section D

ARTICLE 5, SECTION F

F) FOOD ALLOWANCE

Each employee shall be paid a food allowance of \$475 annually, to be paid one-half on the second pay in September, and one-half on the second pay in March.

Effective April 1, 1983, the annual food allowance shall be \$550.00

Effective April 1, 1984, the annual food allowance shall be \$625.00.

Should any employee leave the department for any reason, he will receive his food allowance pro-rated from the last date of payment.

Township Last Best Offer:

The Township proposes the following food allowance:

Effective April 1, 1982, the employee shall earn a food allowance of Four Hundred (\$400.00) Dollars annually.

Effective April 1, 1983, the employee shall earn a food allowance of Four Hundred Fifty (\$450.00) Dollars annually.

Effective April 1, 1984, the employee shall earn a food allowance of Five Hundred (\$500.00) Dollars annually.

Award: The Last Best Offer of the Union is adopted.

Concur:

Dissent:

LAST BEST OFFER

UNION ISSUE NO. 9

TOWNSHIP ISSUE NO. 7

SUBJECT: INSURANCES (ARTICLE 14)

Union Last Best Offer:

DROP ALL CURRENT ARTICLE 14 LANGUAGE AND REPLACE ARTICLE 14, INSURANCE, WITH:

- A. The Township shall continue to maintain the current Blue Cross/Blue Shield health insurance, Delta Dental insurance, life insurance and liability insurance.
- B. Effective April 1, 1983, Township will provide insurance for employees comparable to that currently provided the City of Plymouth full-time firefighters. That is, essentially:
 - 1) Health Insurance with Major Medical and Drug Riders
 - 2) Dental Insurance: 80/20 co-pay
 - 3) Term life insurance: 1.5 times salary, double indemnity
 - 4) Optical insurance
 - 5) Short-term disability insurance (6 month)

The Township will not provide comparable long-term disability insurance.

The Township will continue to provide current liability insurance.

Township Last Best Offer:

The Township proposes the following changes to the current Insurance provisions of the Contract.

New Paragraph A:

The Township shall maintain existing Blue Cross and Blue Shield family and medical insurance coverage, or equivalent coverage, for all full-time Fire Department employees and their families. In the event that the Township shall decide to obtain equivalent coverage, it shall first notify the Union of the equivalent coverage that is available. In the event that the Union shall dispute that the coverage is equivalent, the parties shall select an arbitrator to decide the issue of equivalency of coverage only. In the event that the parties cannot agree as to an arbitrator, a request will be submitted to the American Arbitration Association for the appointment of an arbitrator to decide the question of equivalency.

New Paragraph C:

The Township shall pay the premiums to provide Blue Cross and Blue Shield Drug Rider-Prescription Drug Group Benefit Series PD-87(50-535) (\$2.00 deductible) or equivalent coverage for all full-time Fire Department employees.

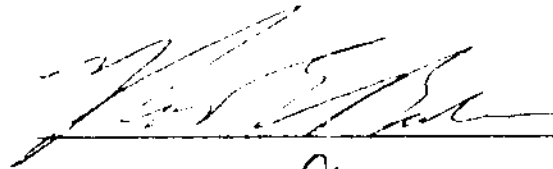
Delete Paragraph E.

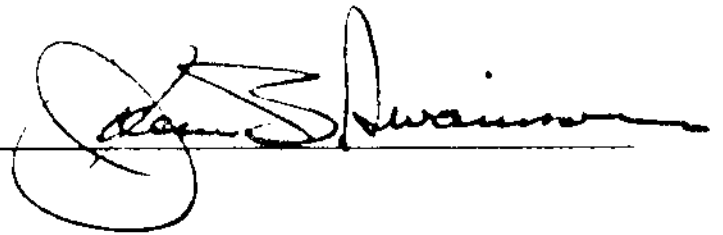
New Paragraph F:

Within 60 days of the date of award of this contract, the Township shall pay the premiums to provide the Delta Dental Basic Plan - 80% Class I, 50% Class II, 50% Class III or equivalent coverage for all full-time Fire Department employees and their families.

Award: The Last Best Offer of the Union is adopted.

Concur:





Dissent:



LAST BEST OFFER

UNION ISSUE NO. 10

TOWNSHIP ISSUE NO. 8

SUBJECT: RETIREES' BLUE CROSS (NEW ARTICLE)

Union Last Best Offer:

In Addition, Add to Article 14, Insurance

- C. The Township will provide retirees (those who leave the Department after twenty-five (25) years of service) and their spouses with health insurance comparable to that provided full-time employees. The Township will also provide term life insurance for retirees of not less than \$2,000.00.

Township Last Best Offer:

The Township does not propose to provide this benefit.

Award: The Last Best Offer of the Union is adopted.

Concur:

Dissent:

LAST BEST OFFER

UNION ISSUE NO. 11

TOWNSHIP ISSUE NO. 9

SUBJECT: PERSONAL DAYS (NEW ARTICLE)

Union Last Best Offer:

ADD AN ARTICLE "PERSONAL DAYS" AND RENUMBER IN NEW CONTRACT

Personal Days

Annually, each full-time firefighter shall be entitled to two (2) duty days (24 hours each) of personal leave to be taken in a minimum of eight (8) hour segments. Employees must request personal leave time twelve (12) hours prior to its becoming effective except in the case of emergency. Personal leave taken will be charged against employee's accrued sick leave.

Personal days may not be used to extend a vacation period.

Township Last Best Offer:

The Township does not propose to provide this benefit.

Award: The Last Best Offer of the Township is adopted.

Concur:

Dissent:

LAST BEST OFFER

UNION ISSUE NO. 12

TOWNSHIP ISSUE NO. 10

SUBJECT: VACATION TIME (ARTICLE 9)

Union Last Best Offer:

AMEND TO READ:

A. Each full-time employee shall earn annual vacation leave in accordance with the following schedule:

1 to 4 years of service	6 days
5 to 6 years of service	7 days
7 to 8 years of service	8 days
9 to 10 years of service	9 days
11 to 12 years of service	10 days
13 to 14 years of service	11 days
15 to 16 years of service	12 days
17 years of service and over.....	13 days

B. No Change
C. No Change
D. No Change
E. No Change
F. No Change
G. No Change
H. No Change
I. No Change
J. No Change
K. No Change

Township Last Best Offer:

The Township proposes no change in current vacation-time benefits.

Award: The Last Best Offer of the Township is adopted.

Concur: Angela R. Raker Donna S. Swainson

Dissent: [Signature]

LAST BEST OFFER

UNION ISSUE NO. 13

TOWNSHIP ISSUE NO. 11

SUBJECT: SICK LEAVE AND DISABILITY PROGRAM (ARTICLE 11)

Union Last Best Offer:

Union proposes no change in current contract language, and at the close of the hearings, withdrew the proposal it made on this item earlier during the course of the Act 312 hearings.

Township Last Best Offer:

The Township proposes the following changes to the sick-time provisions of the current contract:

New Article 11:

A. All the employees on the payroll the first day of the month shall earn eight (8) hours Sick Time Leave per month. All unused sick hours shall remain in a Sick Time Accumulation Bank. If an employee is off due to sickness or injury, he shall have any available sick hours deducted from his Sick Time Accumulation Bank for all work hours missed due to illness or injury.

B. Effective January 1, 1984, all hours in excess of 780 on January 1st of each year shall be paid off at the then prevailing hourly rate on the second payday of January.

Paragraphs C and D of the old Contract remain unchanged.

Paragraph H of the old Contract becomes Paragraph E.

Paragraph I of the old Contract becomes Paragraph F.

Paragraph J of the old Contract becomes Paragraph G.

H. All hours in the Sick Bank on April 1, 1983, shall be divided by two. All hours in excess of limit described in Paragraph B above shall then be paid at the then prevailing hourly rate for the given employee. All remaining hours shall continue in the employee sick bank. Effective April 2, 1983, any employee terminating shall be paid at the rate of 100 percent of his then prevailing hourly rate for all hours in his sick time accumulation bank on his date of termination.

I. Effective April 1, 1983, the Township shall provide the Disability Benefit as described in appendix A or the equivalent as can be provided through a carrier.

Delete Paragraph K of the old Contract.

Delete Article 12 "Termination Pay" of the old Contract, as it has already been addressed in Paragraph H above.

Award: The Last Best Offer of the Township is adopted.

Concur:

Dissent:

Summary of Benefits

LONG TERM DISABILITY BENEFIT

<u>Monthly Benefit</u>	<u>Maximum Monthly Benefit</u>	<u>Elimination Period</u>
66 2/3% of average monthly earnings (1)	\$2,000	90 Days

Rehabilitation
Benefit

LTD Benefit Less 80% of
Gross Monthly Earnings

Maximum Duration for Long Term Disability Benefits

<u>Age of Claimant at the Completion of the benefit elimination period</u>	<u>Benefit Duration (2)</u>
Under 60 -----	To Age 65
60 but less than 65 -----	60 months
65 " " " 70 -----	To Age 70

Benefit Integration

<u>Percent of Earnings</u>	<u>Social Security (4)</u>	<u>Minimum Benefit</u>
(3)	(3)	\$50

- (1) "Average Monthly Earnings" means the insured's regular basic pay during the month the Insured worked just prior to the start of disability, plus a monthly average of any commissions paid him in the 24 months or time employed, if less, just prior to the start of disability. Overtime pay, bonuses, and other special compensations are excluded.
- (2) This benefit is limited to 24 months for disabilities due to mental illness, alcoholism or drug addiction. Hospital confinements of more than 14 days do not count toward this maximum.
- (3) LTD benefits and "other benefits", including Social Security Benefits, shall not exceed 66 2/3% of the Insured's Average Monthly Earnings (70% if any of the Insured's dependents are eligible to receive Social Security Benefits), except for any minimum benefit.
- (4) This reduction will not include any cost of living increases under the Federal Social Security Act (42 U.S.C.A. § 301), if the cost of living increase occurs while the Plan's benefits are payable.

APPENDIX "A"

PREMIUM			
<u>Benefit</u>	<u>Monthly Unit Premium</u>	<u>Number of Units</u>	<u>Monthly Premiums</u>
Long Term Disability	\$1.23 per \$100 of covered payroll	59,950	\$ 737.39
Total Monthly Premium			\$ 737.39
Total Annual Premium			\$8,849.68

The rates shown on this page are based on the information given Benefit Trust Life and assumes all persons will be insured for the amounts for which they are eligible. These rates will apply for the first year provided (1) the data for those employees who are enrolled on the effective date is the same as the data provided for preparing this quotation and; (2) the plan of insurance becomes effective within three months of the issue date shown on the first page of this proposal.

APPENDIX "A"

Special Provisions

This proposal is issued subject to the understanding that:

1. only active, eligible, full-time employees shall be enrolled for the coverage described herein;
2. the employer contributes 100% of the cost for employees only;
3. the final rate will be determined by the age, sex and occupational data of the actual enrollment;
4. covered payroll is defined as the insured employee's monthly earnings up to a maximum of \$2,999.

APPENDIX "A"

GENERAL PROVISIONS AND ADDITIONAL INFORMATION

The rates in this proposal are based on the benefits requested for eligible persons and the information given to Benefit Trust Life. In order for the plan to take effect, at least 75% of eligible persons and their dependents must be insured (100% of the group must participate if the coverage is noncontributory). This proposal is valid for 3 months from the date issued.

The provisions outlined in this proposal are based on standard contract provisions of Benefit Trust Life. The contract will govern all conditions of coverage and payment of benefits. The premium rates contained in the contract are guaranteed for one year.

This proposal is considered to conform, and any subsequent contract will be amended to conform, with all minimum requirements of the state in which it is issued (for delivery).

DESCRIPTION OF TERMS

The contract will define pertinent terms in detail. For purposes of clarity in this proposal, however, several terms are described below.

An "insured" is an employee who is working full time, at least 30 hours per week (or is a member in good standing of the group) on the date the Benefit Trust Life plan becomes effective or who later becomes an employee or member of the group. All such persons must be eligible for coverage, complete any specified period of service, and their premium must be paid.

A person eligible for coverage as a "dependent" shall include: (1) the insured's spouse and (2) the insured's eligible child or stepchild who is under the limiting age shown in the General Provisions, resides in the insured's household and who is dependent on the insured for more than 50% of his support. A child of divorced or legally separated parents will be considered the eligible dependent of the parent who supports him in accordance with the Internal Revenue Code; (3) a covered dependent who has reached the limiting age and at that time is incapable of earning his own living due to physical or mental handicap.

The "prevailing fee" is the amount most often charged for a service or supply or the amount most often charged in the same area for a comparable service or supply by providers with similar training and experience, whichever is less.

"Nonoccupational" sickness or injury means one for which the insured is not eligible for Worker's Compensation, Occupational Disease Act or Law, or similar benefits.

Masculine pronouns in this proposal will include the feminine.

Gen. Prov & Inf

APPENDIX "A"

LONG TERM DISABILITY BENEFIT

This benefit provides an income if a prolonged disability keeps an insured away from work. An insured who is disabled due to sickness or injury is paid the monthly benefit as shown in the Summary of Benefits.

Coverage

The disability period begins the first time the insured is treated by a physician for covered sickness or injury that prevents the insured from working. After the elimination period, the benefit is paid for up to 24 months while the insured is neither able to do his regular job nor doing any other work for wage or profit. After 24 months, the benefit continues if the insured is unable to do any work for which he is, or becomes, qualified by reason of education, training or experience nor doing any other work.

The maximum duration for which this benefit is payable is shown in the Summary of Benefits. The insured must be under the care of a physician to receive this benefit.

Recurring Disability

The insured may qualify for the maximum benefit repeatedly, provided he has returned to work for at least one day following a disability, becomes disabled by a different condition, and again satisfies the elimination period.

If disability is due to the same condition, the balance, if any, of the unused benefit will be paid. After 6 consecutive months of active full time work, a new benefit period will begin, during which the elimination period must be satisfied.

Waiver of Premium

Premium for this coverage is waived for an insured who is collecting benefits under this coverage.

Benefit Integration

An insured's benefit, as shown in the Summary of Benefits, for any calendar month will be reduced by "other benefits" available to the insured during that month. "Other benefits" shall only include Social Security benefits, any government disability plan benefits, benefits derived from Worker's Compensation and similar laws, wages or any other form of compensation. An insured's Long Term Disability benefit for any calendar month will never be less than the minimum benefit amount if such an amount is shown in the Summary of Benefits.

Any lump sum award paid to the insured from any source of "other benefits" will be converted to a monthly equivalent for purposes of determining the monthly benefit reduction.

Pre-Existing Conditions

This benefit is not paid for disability which begins during the first 12 months of an insured's coverage if it is caused by a pre-existing condition. A pre-existing condition is an injury or sickness which began prior to the insured's effective date, except one for which there has been no treatment for a 3-consecutive-month period which ended after the effective date.

These limits are eliminated or reduced for a person insured under the Employer's or Assured's prior long term disability plan, if the insured had continuous coverage under both plans. In this case, the limits for pre-existing conditions apply from the date the insured became covered under the prior plan.

Exceptions

No benefits are paid for disability which results from intentionally self-inflicted injury, suicide, felonies, illegal occupations, wars or riots.

LTD

Long Term Disability Benefit

APPENDIX "A"

LAST BEST OFFER

UNION ISSUE NO. 14

TOWNSHIP ISSUE NO. 12

SUBJECT: RESIDENCY (ARTICLE 20)

Union Last Best Offer:

AMEND ARTICLE 20 TO READ:

- A. All employees hired after April 1, 1976, shall, as a condition of continued employment, be residents of and reside within the geographical limits of the Charter Township of Plymouth or be residents of the area, and reside within seven (7) miles from the nearest boundary line of the Charter Township of Plymouth.
- B. The Township may, in its sole discretion, employ new employees without regard to the requirements of Paragraph A of this Section, provided that such new employees become residents of and reside within the geographical limits of the Charter Township of Plymouth, or within seven (7) miles of the nearest boundary line of the Charter Township of Plymouth, within ninety (90) days after successfully completing the probationary period of employment.
- C. No Change

Township Last Best Offer:

The Township proposes no change in the residence requirements of the Contract.

Award: The Last Best Offer of the Union is adopted.

Concur:

[Signature] [Signature] [Signature]

Dissent: _____

LAST BEST OFFER

UNION ISSUE NO. 15

TOWNSHIP ISSUE NO. 13

SUBJECT: SAFETY MANNING (NEW ARTICLE)

Union Last Best Offer:

Add an Article 30, Safety Manning, and Renumber Articles 30, Scope of Agreement, and 31, Duration of Agreement, accordingly.

ARTICLE 30

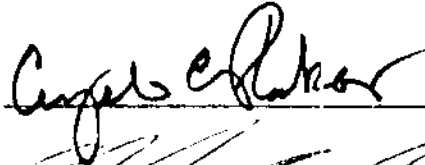
There shall be, at all times, a minimum of four (4) full-time firefighters on duty during any normal twenty-four (24) hour shift. Two (2) shall be on duty at Station One and two (2) on duty at Station Two.

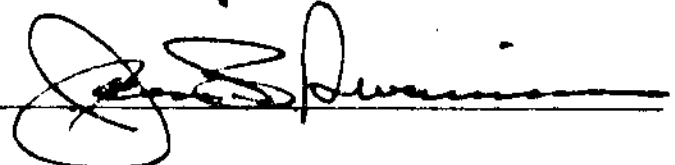
Township Last Best Offer:

The Township does not propose to provide this benefit.

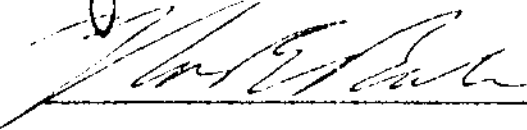
Award: The Last Best Offer of the Township is adopted.

Concur:





Dissent:



LAST BEST OFFER

UNION ISSUE NO. 16

TOWNSHIP ISSUE NO. 14

SUBJECT: TRADING OF DAYS (ARTICLE 7)

Union Last Best Offer:

Subject to the needs of the Fire Department and the authorization of the Fire Chief, employees shall be permitted to voluntarily trade work or off-duty days in any increment of time with employees of the same rank, with twenty-four (24) hours advance written approval of the Fire Chief. Such approval shall not be unreasonably withheld. Trades outside of rank are subject to departmental approval. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval of the Fire Chief.

The substituted employee shall assume the seniority and duties of the man replaced. After the trade forms have been signed by both parties, the employee who agrees to work for another employee is responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work that day. This is to mean that the employee shall be subject to disciplinary action under the rules and guidelines of Act 78, of 1935, as amended, and the Working Agreement between the Charter Township of Plymouth and the Charter Township of Plymouth Professional Firefighter's Association, also known as Local 1496, in the event that sick leave is abused and used in a manner so as not to comply with Article 11, Paragraph I.

The trading of days shall in no way affect the Township or the employees as to the salary or fringe benefits for which the Township is responsible or the employee is due.

All employees who trade days with the approval of the Fire Chief shall enter into the following agreement:

The members of Local 1496 have agreed that they will be responsible for keeping the records of the time traded, and seeing to it that time traded is repaid within the same calendar year. Further, the Union has agreed that the Township will not be liable to pay overtime.

Further, the members of Local 1496 and the Township, do hereby agree that the party who agrees to work for another party, is hereby responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work on that given day. This is to mean that the employee shall be subject to disciplinary action under the rules and guidelines of Act 78, of 1935, as amended, and the Working Agreement between the Charter Township of Plymouth and the Charter Township of Plymouth Professional Firefighter's Association, also known as Local 1496, in the event that sick leave is abused and used in a manner so as not to comply with Article 11, Paragraph I.

I, _____, hereby agree to work for
(Name)

_____, on _____ for
(Name) (Date)

_____ from _____ to _____
(Number of Hours) (Starting) (Ending Time)

I understand that I will be responsible for the fulfillment of all duties and responsibilities as though I were regularly scheduled to work on the above-listed date.

(Signature of person agreeing to work)

(Date)

I, _____, hereby agree to repay this time
(Name)
within the calendar year.

(Signature of person trading time)

(Date)

I, Larry F. Groth, Fire Chief, hereby authorize/deny the above-requested trading of time.

(Signature of Fire Chief)

(Date)

Received in the office of the Fire Chief on _____

(Date)

(Time)

Comments: _____

Township Last Best Offer:

The Township proposes the following language to the current Contract with regard to trading of days:

Subject to the needs of the Fire Department and the authorization of the Fire Chief, employees shall be permitted to voluntarily trade work or off-duty days with employees of the same rank. Trades outside of rank are subject to departmental approval. Unless otherwise approved by the Fire Chief, time may be traded in increments of no fewer than twelve (12) hours with 24 hours advance written approval by the Fire Chief. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Fire Chief.

The substituted employee shall assume the seniority and duties of the man replaced, subject to the Chief's approval. After the trade forms have been signed by both parties, the employee who agrees to work for another employee is responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work that day. This is to mean that the employee shall be subject to disciplinary action under the rules and guidelines of Act 78, of 1935, as amended, and the Working Agreement between the Charter Township of Plymouth and the Charter Township of Plymouth Professional Firefighter's Association, also known as Local 1496, in the event that sick leave is abused and used in a manner so as not to comply with Article 11, Paragraph I.

The trading of days shall in no way affect the Township or the employees as to the salary or fringe benefits for which the Township is responsible or the employee is due.

All employees who trade days with the approval of the Fire Chief shall enter into the following agreement:

Unless otherwise approved by the Fire Chief, time may be traded in increments of no fewer than twelve (12) hours, with twenty-four (24) hours advance written approval by the Fire Chief. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Fire Chief.

The members of Local 1496 have agreed that they will be responsible for keeping the records of time traded, and seeing to it that time traded is repaid within the same calendar year. Further, the Union has agreed that the Township will not be liable to pay overtime.

Further, the members of Local 1496 and the Township do hereby agree that the party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work on that given day. This is to mean that the employee shall be subject to disciplinary action under the rules and guidelines of Act 78, of 1935, as amended, and the Working Agreement Between the Charter Township of Plymouth and the Charter Township of Plymouth Professional Firefighter's Association, also known as Local 1496, in the event that sick leave is abused and used in a manner so as not to comply with Article 11, Paragraph I.

I, _____, hereby agree to work for
(Name)

_____ on _____ for _____
(Name) (Date) (Number of Hours)

from _____ to _____
(Starting) (Ending Time)

I understand that I will be responsible for the fulfillment of all duties and responsibilities as though I were regularly scheduled to work on the above-listed date.

(Signature of Person Agreeing to Work)

(Date)

I, _____, hereby agree to repay this time within the
(Name)

calendar year.

(Signature of Person Trading Time)

(Date)

I, the Fire Chief, hereby authorize/deny the above-requested trading of time.

(Signature of Fire Chief) (Date)

Received in the office of the Fire Chief on _____
(Date) (Time)

Comments: _____

Award: The Last Best Offer of the Township is adopted.

Concur: *[Signature]* *[Signature]*

Dissent: *[Signature]*

LAST BEST OFFER

UNION ISSUE NO. 17

TOWNSHIP ISSUE NO. 15

SUBJECT: VACANCIES (NEW ARTICLE)

Union Last Best Offer:

ADD AN ARTICLE ENTITLED "VACANCIES" NUMBERED ACCORDINGLY TO READ:

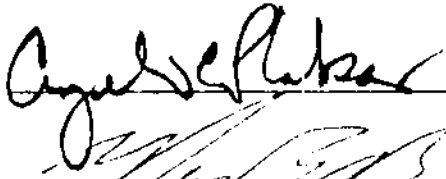
The Township will maintain current eligibility lists (as provided by Act 78) for all positions in the Fire Department. The Township retains authority to decide whether vacancies will be filled.

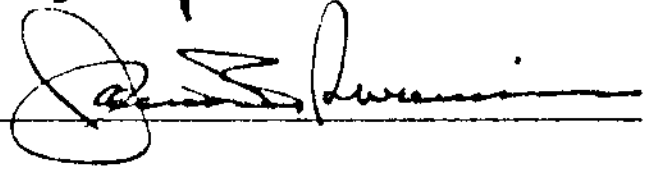
Township Last Best Offer:

The Township does not propose to maintain continuous eligibility lists.

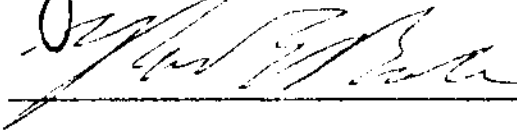
Award: The Last Best Offer of the Township is adopted.

Concur:





Dissent:



LAST BEST OFFER

UNION ISSUE NO. 18

TOWNSHIP ISSUE NO. 16

SUBJECT: UNION ACTIVITIES (ARTICLE 2)

Union Last Best Offer:

- B. An officer of the Union, or his designated representatives, shall be afforded reasonable time during regular work hours, without loss of pay for the processing of grievances and enforcement of this Agreement, provided that this does not interfere with or disrupt the efficient fire suppression and/or rescue operations of the Fire Department. The Union shall notify the Township of the names and title of their representatives within one (1) week after his appointment. No representative will be permitted to act as such until the Township is advised that the person has become a representative.

An officer of the Union shall be allowed time off to attend, (with pay), the Michigan State Firefighters Association Bi-annual Convention and/or the International Firefighters Association Convention. Other employees may use vacation days or trade days to attend the aforementioned Conventions.

- C. (Add new Paragraph C and renumber the remaining Paragraphs accordingly)

The Union in contract negotiations may be represented by employees in the bargaining unit, not to exceed four (4). In addition, the Union may be represented in contract negotiations by counsel and State or International Union representatives.

Union representatives shall be allowed reasonable time during regular working hours, without loss of pay, to participate in contract negotiations.

- F. Members of the Union shall not be required to work on, work at, or perform jobs, details, or duties which are normally performed by the skilled trades unions, such as Painters, Carpenters, Masonry, Electrical, Plumbing and Heating Unions covered by the Wayne County AFL-CIO Council; however, this shall not exclude customary housekeeping and other duties normally performed by the firefighters in and around the Fire Stations, such duties including, but not limited to, cutting grass, shoveling snow, taking inventory, waxing floors, etc., nor shall it exclude the routine cleaning, repair or maintenance of firefighting equipment.

Township Last Best Offer:

The Township proposes the following additions to the contract in the area of Union activities:

- B. An officer of the Union, or his designated representative, shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of this Agreement, provided that this does not interfere with or disrupt the efficient fire suppression and/or rescue operations of the Fire Department. The Union shall notify the Township of the names and titles of their representatives within one week after their appointments. No representative will be permitted to act as such until the Township is advised that the person has become a representative.

An officer of the Union, or his designated representative, shall be allowed time off to attend, without pay, the Michigan State Firefighters Association bi-annual Convention and/or the International Firefighters Association Convention, subject to the manpower requirements as determined by the Fire Chief. Employees may use vacation days or trade days to attend the aforementioned Conventions.

C. (Add new Paragraph C and renumber the remaining Paragraphs accordingly.)

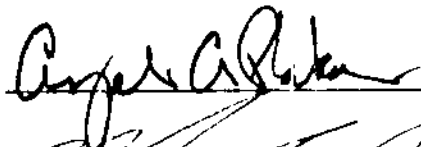
1. The Union in contract negotiations may be represented by employees in the bargaining, not to exceed three (3). In addition, the Union may be represented in contract negotiations by counsel and State or International Union representatives not to exceed two (2).

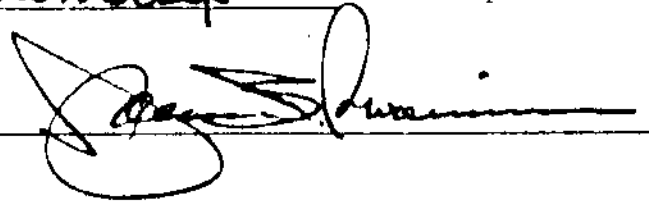
2. One Union representative shall be allowed reasonable time during regular working hours, without loss of pay, to participate in contract negotiations, unless such participation would delete the duty roster below four (4) firefighters, in which event the Union Representative must arrange to have his position filled with a suitable substitute. The substitute shall not be paid any wages or fringe benefits for this "fill-in" time.

F. Members of the Union shall not be required to work on, work at, or perform jobs, details, or duties which are normally performed by the skilled trade unions, such as Painters, Carpenters, Masonry, Electrical, Plumbing and Heating Unions covered by the Wayne County AFL-CIO or the Michigan AFL-CIO Council; however, this shall not exclude customary housekeeping and other duties normally performed by the firefighters in and around the Fire Stations, such duties including, but not limited to, cutting grass, shoveling snow, taking inventory, waxing floors, etc., nor shall it exclude the routine cleaning, repair or maintenance of firefighting equipment.

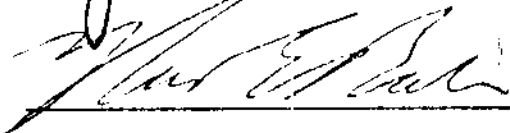
Award: The Last Best Offer of the Township is adopted.

Concur:





Dissent:



LAST BEST OFFER

UNION ISSUE NO. 19

TOWNSHIP ISSUE NO. 17

SUBJECT: MANAGEMENT RIGHTS CLAUSE (ARTICLE 3)

Union Last Best Offer:

Union proposes no change in current Contract language.

Township Last Best Offer:

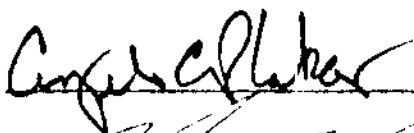
The Township proposes to add the following language to the current Contract:

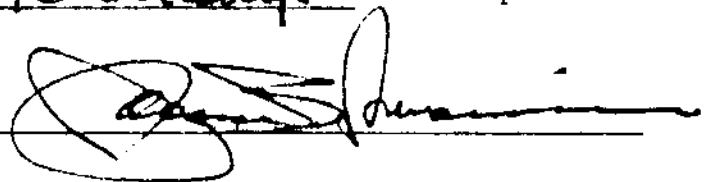
F. (Add new Paragraph F and renumber the remaining Paragraphs accordingly.)

To determine the number of ranks required and the number of persons to serve in each rank.

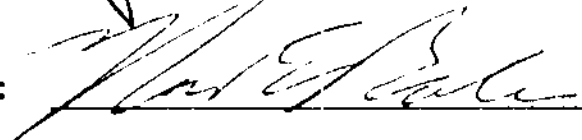
Award: The Last Best Offer of the Township is adopted.

Concur:





Dissent:



LAST BEST OFFER

UNION ISSUE NO. 20

TOWNSHIP ISSUE NO. 18

SUBJECT: ON-THE-JOB INJURY (ARTICLE 13)

Union Last Best Offer:

Union proposes no change in contract language.

Township Last Best Offer:

The Township proposes the following changes to the current Contract:

New Paragraph C2:

Compensation for injury on the job shall be at the same rate as the employee's basic wage rate. In no event shall the Township be responsible to compensate the injured employee beyond one year from the date of injury.

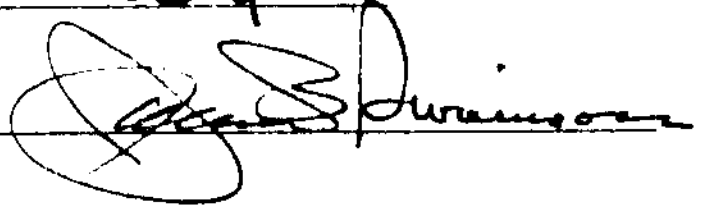
New Paragraph C3:

That portion of the employee's basic wage rate NOT covered by Worker's Compensation Insurance Law shall be paid by the Township for no longer than one year from the date of injury. All other benefits, except for prorata earnings of food and clothing allowances and sick-leave earnings, shall be continued while on injury status, but in no event for longer than one year from the date of injury.

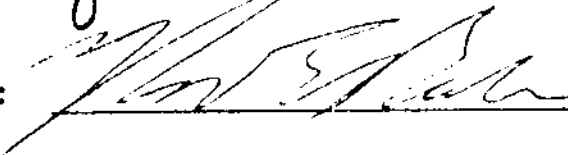
Award: The Last Best Offer of the Township is adopted.

Concur:





Dissent:



STIPULATED AWARD 1

ARTICLE 17 - PROTECTIVE CLOTHING AND (UNIFORM ALLOWANCE, p. 18)

- A. The Township will provide each new employee with one
(1) fatigue jacket with patches upon beginning employment
with the Charter Township of Plymouth Fire Department.

AWARD: The above provision is awarded by way of Stipulation of the Parties.

STIPULATED AWARD 2

ARTICLE 27 - PROFESSIONAL QUALIFICATIONS, p. 24

- D. All employees, when directed by the Township, must satisfy the mandatory training requirements and minimum certification requirements established by State law for ambulance attendant, ambulance driver, ambulance attendant-driver, and State Class "B" license. The Township may schedule employees on a forty (40) hour-a-week basis for purposes of satisfying the training and other requirements set forth in this Section D, and the Township will not pay overtime for such forty (40) hour-a-week training. The Township will pay for the cost of tuition and books. Employees shall not suffer a reduction in pay or benefits while participating in said training.
- E. (Add Paragraph E, p. 25) Platoon training may be conducted amongst each individual platoon Monday through Friday, 1:30 p.m., until 3:30 p.m., except on holidays when no training occurs. All on-duty personnel will participate in the scheduled training sessions. On-duty sergeants will be responsible to conduct the training class as set forth by the Fire Chief. This does not restrict specialized training which may be scheduled at appropriate times.

AWARD: The above provision is awarded by way of Stipulation by the Parties.