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STATE OF MICHIGAN

DEPARTMENT OF LABOR

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

ACT 312 COMPULSORY ARBITRATION PANEL

In the matter of:

WEST BLOOMFIELD TOWNSHIP

and

MERC No.: D83-E1438

FIRE FIGHTERS ASSOCIATION
LOCAL #1721

-----/

Panel:

Gerald E. Granadier, Chairman of the Panel
Fred B. Schwarze, Township Delegate
Charles H. Haviland, Fire Fighter Delegate

DECISION AND AWARD

These proceedings were commenced pursuant to the provisions of the Act entitled "COMPULSORY ARBITRATION OF LABOR DISPUTES, POLICEMEN AND FIREMEN:", being Act 312 of the Public Acts of 1969, as amended, of the State of Michigan. This Decision and Award are made and entered pursuant to the provisions of said Act 312, as amended.

This Decision and Award is adopted as the Decision and Award of the Arbitration Panel hearing this matter by those members who affix their signatures hereto at the end of this Decision and Award.

STATUTORY MANDATE

MCLA 423.238 provides that "the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to submit to the arbitration panel and to each other its last

offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive as to each economic issue the arbitration panel shall adopt the last offer of settlement which, is the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings, opinions and order as to all other issues shall be based upon the applicable factors proscribed in section 9."

MCLA 423.239 provides the factors upon which the arbitration panel shall base its findings, opinions and order. Those factors are as follows:

"(a) The lawful authority of the employer.

(b) Stipulations of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(d) Comparison of the wages, hours and conditions of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(i) In public employment in comparable communities.

(ii) In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

PRELIMINARY STATEMENT

It appears from the record that the parties commenced bargaining, proceeded to mediation conducted on June 21, 1983 and July 8, 1983, and thereafter the Fire Fighters Association requested Arbitration under Act 312 which was received by the Michigan Employment Relations Commission on October 3, 1983.

Notice of appointment as Chairman of the Panel of Arbitrators was made by letter dated October 26, 1983. The first meeting of the parties was held on November 11, 1983 to set the parameters of the matters in dispute, schedule pre-hearing conferences, agendas, rules of procedure and other matters. At the initial meetings of the parties, it was determined that there were approximately fifty issues and sub-issues which were unresolved in bargaining and mediation and which the parties intended to submit to arbitration. The Chairman indicated that he would not proceed to formal Arbitration hearings with that number of issues, and that he would remand the matter back to the Employment Relations Commission for further mediation, or would consider, if the parties so desired, to attempt to assist the parties to resolve the issues unresolved and outstanding. The parties indicated that they desired the Chairman's assistance. Thereafter, approximately six additional meetings with the parties were held in the months of November and December,

1983 and January and February 1984. On February 16, 1984 the chairman by letter of that date advised MERC that there were yet unresolved thirteen major issues and twenty-two sub-issues. The chairman indicated that he would remand the matter for additional mediation if the Commission so determined. The chairman was advised by the Commission Director that whether to remand or not was the chairman's decision. Accordingly, and in consultation with the attorneys for the parties, it was determined to attempt further pre-hearing conferences. Several of the pre-hearing conferences were held at the office of the chairman and several at the offices of MERC. The parties through diligent efforts and extreme devotion to the principles of negotiated collective bargaining were finally able to reduce the issues, both economic and non-economic to a more manageable number. It was then agreed that formal Arbitration hearings would be held on May 15, 16, 17 and 18, 1984 and those days were so reserved and set aside for same by the Arbitration panel and the parties. The parties continued negotiations on May 15, 1984. Thereupon the formal hearing was opened, statements were made upon the record and the award entered by reference therein.

AWARD

Based upon a full and careful review of the record and stipulations of the parties, the Panel unanimously makes the following award:

1. The contract shall be in effect for three (3) years from January 1, 1984 to December 31, 1986. The parties agree no changes will be made in the salary and benefits previously paid from April 1, 1983 - December 31, 1983.

2. All provisions of the parties' contract will be the same as set forth in the parties' preceding collective bargaining agreement in

effect from April 1, 1980 - March 31, 1983, as extended to December 31, 1983, except as set forth below.

3. The contract shall include the parties' tentative agreements as previously initialed by the parties. (See attached)

4. Revise Article V - Salary Provisions, Subsection 1 to provide as follows:

A. The annual rates of pay applicable to members of the bargaining unit employed prior to January 1, 1984 will be as follows:

1. Effective April 1, 1983 to December 31, 1983

Firefighter: Start	\$20,213.00
After 1 year	22,230.00
After 2 years	23,605.00
After 3 years	25,744.00
Lieutenant	27,546.00
Captain	29,474.00

2. Effective January 1, 1984 - December 31, 1984

Firefighter: Start	\$20,819.00
After 1 year	22,897.00
After 2 years	24,313.00
After 3 years	26,516.00
Lieutenant	28,372.00
Captain	30,358.00

Effective July 1, 1984

Lieutenant	\$29,168.00
Captain	32,085.00

3. Effective January 1, 1985 - December 31, 1985

Firefighter: Start	\$21,808.00
After 1 year	23,985.00
After 2 years	25,468.00
After 3 years	27,776.00
Lieutenant	30,554.00
Captain	33,609.00

4. Effective January 1, 1986

Firefighter: Start	\$22,898.00
After 1 year	25,184.00
After 2 years	26,741.00
After 3 years	29,165.00
Lieutenant	32,082.00
Captain	35,290.00

B. The annual rates of pay applicable to members of the bargaining unit employed after January 1, 1984 will be as follows:

1. Effective January 1, 1984 - December 31, 1984

Firefighter: Start	\$16,600.00
After 1 year	19,100.00
After 2 years	21,600.00
After 3 years	24,100.00
After 4 years	26,516.00

2. Effective January 1, 1985 - December 31, 1985

Firefighter: Start	\$17,388.00
After 1 year	20,007.00
After 2 years	22,626.00
After 3 years	25,245.00
After 4 years	27,776.00

3. Effective January 1, 1986

Firefighter: Start	\$18,257.00
After 1 year	21,007.00
After 2 years	23,757.00
After 3 years	26,507.00
After 4 years	29,165.00

5. Revise Article V - Salaries by adding the new Sub-Section 3:

3. In the event a unit member is directed in writing by the Township to serve as Acting Fire Chief, he will be paid an additional five percent (5%) over the Captain rate of pay for the period he is directed to, and does, perform the duties of Acting Fire Chief. This salary provision will take effect after the parties' new contract is signed by the parties and in the event a unit member is directed to serve as the Acting Chief as set forth in this Article.

6. Revise Article VIII - Overtime Pay as follows:

ARTICLE VIII - OVERTIME PAY

1. Definition of Overtime: Overtime shall be considered as time worked over and above a firefighter's 216 hours in a 28 day work cycle. Subject to Article VIII, Section 5 below, the Department will continue to schedule unit members on a fifty-six (56) hour average work week basis. The hourly and daily rate will continue to be computed as follows: Annual base salary \div 2912. Paid absent time shall be counted as time worked for the purposes of computing overtime payments.

2. The Fire Chief may, in a case of emergency, require an employee to work overtime or to call an employee back to work on a period when he would otherwise be off work, subject to the provisions of Act 125 of the Public Acts of 1925 as amended.

3. If an employee is required by his supervisor to work longer than twenty-four (24) hours on any regular working day, he will be compensated at an hourly rate equal to one and one-half ($1\frac{1}{2}$) times his average hourly rate. In the event that an employee is called back for duty by his supervisor on a day when he would not normally be on duty because of an emergency or other circumstances, he will be compensated at an hourly rate equal to one and one-half ($1\frac{1}{2}$) times his average hourly rate, and he will be entitled to not less than two (2) hours pay at overtime rates, regardless of the time actually spent on duty. Should an employee be subpoenaed to appear as a witness in court for matters that have arisen from and as a direct result of his employment with the Township, and in which the Township is not a defendant, at a time when he is not normally on duty, he will be paid for that time actually spent in court, provided prior written notification has been given to the chief of the department, at an hourly rate equal to one

and one-half ($1\frac{1}{2}$) times his average hourly rate and he will be entitled to not less than two (2) hours pay at time and one-half ($1\frac{1}{2}$), regardless of the time actually spent in court. The employee must be off duty at the time of testifying and any subpoena fees received will be turned into the Township Treasurer.

4. If the overtime is to be paid in salary, the amount of overtime to be compensated for shall be forwarded to the Clerk's Office and noted on the payroll and on the Overtime Permit Sheets retained by the Department. Overtime is to be paid on the next pay period. Overtime paid in money shall not be accumulated as an overtime balance on the employee's record.

5. It is understood that during the life of this Agreement, the Township shall have the right to schedule firefighters on the basis of 216 hours in each 28 day cycle. The Fire Chief may schedule the hours off in each cycle in order to obtain the 216 hours. In the event such a schedule is implemented, the salaries set forth in this Agreement shall continue to be paid for 54 hours of work instead of the current 56 hours. In other words, if the 216 hour schedule is adopted, the hourly rate will be based on the annual salary divided by 2808 (as opposed to current 2912) and time and one-half ($1\frac{1}{2}$) will be paid for hours worked beyond 54 hours in a week. In the alternative, during the life of this Agreement, the Township may elect to give an additional day off on a periodic basis in lieu and instead of paying any additional overtime rates for those hours in excess of 54 hours each week.

6. In the event the Township requires an employee with an advanced EMT license to attend training programs and/or classes during the employee's none-work hours for the purpose of maintaining the employees

EMT license, the Township will pay for such approved course contact hours (no travel time) at the rate of time and one-half ($1\frac{1}{2}$) of the employee's normal straight time rate. The training programs and/or classes must be approved in advance, in writing, by the Township. The number of hours must be approved in advance, in writing, by the Township.

7. The provisions of this Article shall remain in effect for that period, and to the extent, required by State legislation.

7. Revise Article XI - Retirement as follows:

ARTICLE XI - RETIREMENT

1. Employees included within the bargaining unit shall be entitled, as a condition of their employment, to the benefits of the retirement program approved by the West Bloomfield Township Board (the basic plan) and presently in effect which retirement plan is incorporated herein by reference. Effective April 1, 1982, the pension formula will be changed from one percent (1%) of final average earnings to one and one-half percent ($1\frac{1}{2}\%$) of final average earnings.

2. The mandatory retirement age will be sixty-five (65) years of age and the employee will normally retire on the first day of the month following the employee's sixty-fifth (65th) birthday. Upon written application and good cause shown, the Township Board may, in its sole discretion, grant an exception to this requirement for such periods of time as it deems appropriate. The normal retirement age will be as set forth in the retirement plan, i.e. age 60. Effective January 1, 1985, the normal retirement age will be age fifty-nine (59). Effective December 31, 1985, the normal retirement age will be age fifty-eight (58). Effective January 1, 1986, the normal retirement age will be age fifty-seven (57).

3. The Township will provide a voluntary employee contribution qualified plan for deferred compensation.

4. The Township will establish a defined contribution pension plan to which the Township will contribute an amount equal to five percent (5%) of each employee's aggregate total earnings for each fiscal year with full vesting in the employee after ten (10) years of service with the employer.

5. The Township reserves the right to select the carrier(s), to change carrier(s), and to become self insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.

8. Revise Article XIX Insurance Subsections 2 and 10 as follows:

2. Hospitalization Insurance - The Township agrees that, for the duration of this Agreement, it will continue to pay the premium to furnish the Blue Cross-Blue Shield hospitalization insurance and Master Medical insurance currently in force for seniority employees or its equivalent. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium.

10. The Township reserves the right to select the carrier, to change carriers and to become self-insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.

9. Revise Article XXXII - Licensure by adding the following sentences at the end of the Section:

The parties agree that until December 31, 1986, anyone who held an AEMT license in the month of February, 1983, must continue to maintain a valid AEMT license and perform the duties of an AEMT.

It is understood that at such time as it is determined by the Township that more than sufficient AEMTs are employed to properly cover the then existing program, the most senior AEMTs may be allowed to exit the program on a voluntary basis.

10. Within thirty (30) days after the contract has been signed by the principal parties, each member of the bargaining unit on the date the contract is signed and who was a member of the unit on January 1, 1984, will receive a one-time only lump sum payment of Five Hundred (\$500.00) Dollars for reimbursement of expenses for equipment up-date and supplemental food allowance. Only those in the unit on the date the contract is signed by the principal parties and who were members of the unit on January 1, 1984 are eligible for this payment.

11. Revise Article XIX, Subsection 1 - Life Insurance by increasing the amount of coverage to Twenty-Thousand (\$20,000.00) effective July 1, 1984.

12. Revise Article XXII - Uniforms as follows:

ARTICLE XXII - UNIFORMS

1. The Township shall furnish each firefighter, upon confirmation, the following uniform:

1 blouse	1 pair trousers
1 dress hat	1 hat badge
1 name bar	1 I.D. card
2 breast badges	1 uniform belt
1 tie	2 8 oz. winter shirts - dark blue
6 work uniforms	4 light blue perma press short sleeve shirts
1 work jacket	1 pair of shoes

2. Each full time seniority employee shall be entitled to a uniform allowance for replacement of worn clothing, as shown in Section 1 above only, in the amount of \$250.00 per fiscal year or an average of \$250.00 per fiscal year over any three consecutive fiscal years, i.e. unused portions may be used in the subsequent two (2) fiscal years

provided however other items of fire apparel or equipment may be purchased upon prior approval of the Fire Chief.

3. The uniform allowance may be drawn against by presentation of the worn clothing and a purchase requisition to the Fire Chief or his designee.

4. The Township will establish uniform standards. The specifications shall be strictly adhered to by all employees. The Fire Chief shall be the final authority in regard to conformance to standards. The Chief, or his designee, may reject any item not in conformance with the specifications and deny the use of the uniform allowance for said item.

5. Probationary firefighters, upon acceptance, will be issued the work uniform and work jacket only. All clothing will remain the property of the Township and must be turned in should the employee leave Township employ.

6. In addition, the Township shall furnish all rubber goods, including gloves, helmets, boots, rubber coat and goggles.

13. Revise Article XIX - Insurance, Subsection 5 - Short-Term Disability Insurance by increasing the amount of benefit from \$84.00 to Two Hundred Fifty (\$250.00) Dollars per week, effective July 1, 1984.

14. Add the following new Article to the contract:

ARTICLE - AEMT EXPENSE REIMBURSEMENT

Effective January 1, 1986, those individuals who work as AEMT's regardless of any temporary assignment to an apparatus and/or station without an advanced life support unit will be reimbursed for expenses entailed in the procurement and retention of their AEMT certification and licenses by the payment of four quarterly One Hundred (\$100.00) Dollar payments. The reimbursement payments will be made within two

(2) weeks after each calendar quarter i.e. March 31, June 30, September 30 and December 31. The individual must have held the AEMT certification and license and worked as an AEMT throughout that calendar quarter to be eligible for this payment. This payment is for expense reimbursement and is not to be considered part of the employee's base salary.

15. Revise Article XX, Section 3 Insurance Continuation to provide as follows:

3. Insurance Continuation

a. In the event a seniority employee suffers a compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for two (2) years from the date of such illness or injury.

b. In the event a seniority employee suffers a non-compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for one (1) year from the date of such illness or injury.

16. Revise Article XIX, Insurance by adding the following new section:

In the event a dispute arises under Article XIX, Section 10, the union may file a grievance under Article IV, Section 3D directly with the Township Supervisor and within ten (10) days thereafter submit the grievance directly to arbitration in accordance with Article IV, Section G.

17. Revise Article XIX, Insurance by adding the following new Section:

Subject to the approval of the carrier, an individual retiree may continue participation in the Township health insurance program at the individual's expense by depositing with the Township Treasurer the

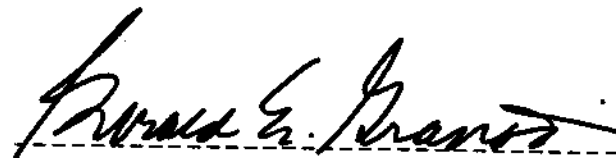
full amount of the monthly premium at least one month in advance.

18. Both the Township and Union withdraw all other proposals or demands.

CONCLUSION

During these lengthy negotiations and proceedings, the Chairman was greatly aided and impressed with advocacy and counsel of Mr. Dennis B. DuBay for the Township and Mr. Gordon A. Gregory for the Association.

The Panel hereby awards the foregoing provisions, adopts this statement as its complete award, and remands this matter to the parties for the drafting of a collective bargaining agreement in accordance with the determinations set forth above. The Arbitration Panel retains no further jurisdiction.



Gerald E. Granadier, Chairman



Fred B. Schwarze, Township Delegate



Charles H. Haviland,
Fire Fighter Delegate

Dated: June 12, 1984

TENTATIVE AGREEMENTS INITIALED BY PARTIES PURSUANT TO PARAGRAPH 3

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Revise ARTICLE IV, GRIEVANCE PROCEDURES, SECTION 3, SUBSECTION E.
~~Article IV, General Provisions, Section 2~~ to provide:

- E. If the matter is not resolved by the Supervisor and the representatives of the Union, within five (5) days, a hearing will be scheduled before the Personnel Practices Committee of the Township Board. The Personnel Practices Committee will establish a hearing of such grievance within ten (10) days thereafter. The Union may be represented by not more than four (4) representatives who will be designated by the Union President.

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Revise Article IV, Section 5, to provide:

5a. ~~A grievance may be withdrawn by the employee or by the Union representative, but if withdrawn it shall not be reinstated.~~ Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual. For purposes of this Article, the term Union "representatives" refers to the Union President or Steward.

b..

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure.

c. Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Township, the employee or employees involved, the Union and its members.

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~~Confidential~~

Revise Article IV by adding a new Section:

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure, ~~provided that if an employee elects to pursue any legal or statutory remedy, such election will bar the individual employee from any further or subsequent proceedings for relief under the provisions of this Article. At the conclusion of such other proceedings, the Union may continue to process the Grievance on behalf of the labor Organization to procure a declaration of the parties' respective rights. The Arbitration award, if any, may not award any relief to the individual involved employee.~~

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Revise Article XII Discharge or Discipline, Section 2 to provide:

2. Should the discharged or disciplined employee or the Union President consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Union President to the Township within three (3) regularly scheduled calendar working days. The Township will review the discharge or discipline and answer the complaint in writing within three (3) regularly scheduled calendar working days after receiving the complaint. If the decision is not satisfactory to the Union, the correction of the discharge or discipline shall be considered a proper one for grievance procedure. For purposes of this Section a "regularly scheduled calendar working day" is Monday through Friday excluding Saturday, Sunday and observed holidays.

→ on his duly designated representatives
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Revise Article XII, Discharge or Discipline by adding the following new Section:

Section _____. Any employee shall have a reasonable opportunity to have a Union representative present at the time official oral or written disciplinary action is imposed.

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Revise Article XIV Seniority, Section 1. to provide:

1. New employees hired after the active date of this agreement in the bargaining unit shall be considered as probationary employees for the first twelve (12) months of their employment. The twelve (12) months probationary period shall be accumulated within not more than eighteen (18) months. When an employee finishes the probationary period his name shall be entered upon the seniority list and he shall be given a seniority date twelve (12) months prior to the date he completed his probationary period. There shall be no seniority among probationary employees. Seniority for employees hired on the same date shall be determined by lot conducted by the Fire Chief and Union President and the involved employees will be given the opportunity to be present. The twelve (12) month probationary period may be extended by mutual written agreement between the Township and the Union.

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Revise Article XV Lay Off and Recall, Section 4 to provide:

4. When the working force is increased after a lay off, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by certified mail and a copy shall be made available to the Union. If an employee fails to report for work within ten (10) days from the date of the mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the Township. The Township may grant reasonable extensions of this period of time in those cases where the employee is unable to report to work.

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ARTICLE - PROMOTIONS

SECTION A. In order to be eligible for promotion to the next higher rank within the bargaining unit, an employee must attain placement on the Department eligibility roster as provided in this Article.

SECTION B. The preparation of an eligibility roster will be announced as follows:

1. The Chief will announce anticipated examination dates not more than six (6) months nor less than three (3) months in advance. To the extent possible, the Chief will furnish a bibliography and/or outline covering the contents of the written examination.
2. The Chief will announce the specific examination dates at least thirty (30) days in advance.

SECTION C. Firefighters must have five (5) years experience in the West Bloomfield Fire Department as full-time, paid employees before they are eligible to write and compete for promotion to the next higher rank.

Lieutenants who have served in that rank for two (2) years are eligible to compete for the position of Captain. Lieutenants must be full-time, paid employees in order to qualify.

Those employees who have attained the minimum service levels by the date of the first examination will be eligible to participate in the competitive examinations, provided the employee must request to participate in the examinations by submitting an appropriate request to the Chief no later than twenty-one (21) days prior to the first examination date.

SECTION D. The competitive elements of the examination will consist of a written examination and oral examination made up of three (3) Fire Department Command Officers from outside Fire Departments, ~~and three Departmental Command Officers~~. The passing grade in each element of the examination shall be seventy percent (70%), and the failure of an applicant in any element shall disqualify him from further consideration. All applicants who pass the written examination shall be given the oral examination. ~~Applicants who pass the written examination shall receive a Departmental examination.~~

SECTION E. Candidates will be ranked on the basis of a composite score computed as follows:

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1. The percentage (%) attained on the written examination multiplied by ~~seventy-five~~ percent.
seventy-five (75%)
2. The percentage (%) attained on the oral examination multiplied by ~~twenty-five~~ percent.
twenty-five (25%)

~~The average percentage for the Department shall be determined by averaging the percentages of the top twenty-five (25%) of the eligible employees.~~

3. In addition, seniority points (up to a maximum total of ten [10] points) will be added to attain the total composite score as follows:

Each employee will be awarded .50 of a point for each year of seniority in the Department up to a maximum of twenty (20) years of seniority.

SECTION F. The eligibility roster will remain in effect for a period of eighteen (18) months. This period may be extended for a period of up to six (6) months by the Township. No more than two (2) months shall elapse from the termination date until a new examination date is posted. Any vacancies in officer ranks occurring during the interim between the termination date of the previous list and the posting of the new eligibility list shall be filled from the new list.

SECTION G. Any individual promoted to a higher rank shall serve one year probationary period in that rank starting from the date of appointment.

SECTION H. In the event the Township wishes to fill a permanent position in the involved rank, the Chief will appoint an individual who is in the top ~~three~~ of the eligibility roster on the date of the appointment. The list of the top ~~three~~ on the eligibility roster shall be revised after each appointment.

SECTION I. If the Township creates a new job covered by the labor agreement, the Township shall fill such position under the provisions of this Article.

SECTION J. If no employee passes the testing procedure for a promotion or new job within the bargaining unit, the Township may consider persons other than employees covered by this agreement for the position, provided, however, such persons shall be tested along with any employees in the Department for such position.

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[Signature]