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7/8/96
Sub.

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF THE ARBITRATION
ARISING PURSUANT TO ACT 312, PUBLIC
ACTS OF 1969 AS AMENDED BETWEEN:

BLOOMFIELD TOWNSHIP (Employer)

-and-

LOCAL 3045 BLOOMFIELD TOWNSHIP
ASSOCIATION OF PROFESSIONAL
FIREFIGHTERS (Union)

MERC Case #D93 A-0139

FINDINGS OF FACT, OPINION AND ORDERS

APPEARANCES:

ARBITRATION PANEL:

Mario Chiesa, Impartial
Chairperson
Joseph W. Fremont
Employer Delegate
Tony Krepps, Union
Delegate

FOR THE UNION:

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Bloomfield Township

INTRODUCTION

As previously indicated, this proceeding is a statutory compulsory arbitration conducted pursuant to Act 312, Public Acts of 1969, as amended. The petition was initially filed by the Union on August 26, 1993. I was appointed as the impartial arbitrator and chairperson of the arbitration panel via a correspondence from MERC dated November 30, 1993. A pre-arbitration conference was conducted at MERC on January 6, 1994.

Both prior to commencement of the formal hearings and during the hearings there were intense efforts to settle the dispute. The days of hearing were June 27, 1994, April 13, 1995, May 8, 1995, June 6, 1995, June 12, 1995, December 1, 1995, and December 11, 1995. In addition, the parties met with the arbitration panel on June 21, 1994, June 28, 1994, and October 26, 1994.

The parties exchanged their Last Offers of Settlement on or about January 4, 1996. The briefs were exchanged through my office on January 31, 1996.

The panel conducted an extensive executive session at MERC on February 22, 1996.

It should be noted that the parties waived all regulatory and statutory time limits. They did this both in writing, which was forwarded to MERC and which was memorialized in a pre-arbitration statement, and on the record. This is understandable considering the breadth of the issues and the parties' request that we expend considerable efforts attempting to resolve the dispute.

Nonetheless, this matter proceeded to hearing and was concluded as soon as possible under the prevailing circumstances.

STATUTORY SUMMARY

Act 312 is an extensive piece of legislation outlining both procedural and substantive aspects of interest compulsory arbitration. Without getting into every provision, but certainly ignoring none, there are aspects of the statute which should be highlighted.

For instance, Section 9 outlines a set of factors which the panel shall base its findings, opinions and orders upon. Those factors read 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 employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- "(e) The average consumer prices for goods and 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."

This statute also provides that a majority decision of the panel, if supported by competent, material and substantial evidence on the whole record, will be final and binding. Furthermore, Section 8 provides that the economic issues be identified. Parties are required to submit a "last offer of settlement" which typically is referred to as "last best offers" on each economic issue. As to the economic issues, the arbitration panel must adopt the last offer of settlement which, in its opinion, more nearly complies with the applicable factors prescribed in Section 9.

Section 10 of the statute establishes, inter alia, that increases in rates of compensation or other benefits may be awarded retroactively to the commencement of any period or periods in dispute.

ISSUES

The parties and the panel spent a substantial amount of time attempting to settle this matter in total, but unfortunately even though a number of disputes were resolved, a number of issues still remained outstanding. The TA's, settlements of the parties, and language in the prior contract which has not been deleted or

altered by any agreements or by provisions of this award, are made part of this award.

One of the issues the parties did resolve was the duration of the contract. The parties agreed that the Collective Bargaining Agreement would span the period from April 1, 1993 through and including March 31, 1996. Unfortunately the contract already terminated before the arbitration process had been completed.

The outstanding issues which will be resolved by this arbitration are: wages for each year of the contract, pension-retirement age, pension cap, pension contribution, duty disability, personal leave, grievances, contract termination, Union security, acting pay, retroactivity -- wages and benefits, vacation scheduling, longevity/new hires, health insurance/co-pay and deductible and health insurance/retiree contribution. It is noted that the Employer withdrew its position regarding health insurance/employee contribution and, as a result, there is no such issue. All of the issues are economic, with the exception of contract termination, Union security and grievances. It is further noted that copies of the parties' final offers of settlement on each issues are attached hereto.

THE RECORD

There was an extensive hearing with both parties being afforded every opportunity to present all the evidence they thought was necessary. As a result, testimony was taken from several witnesses, with the final transcript approaching 800 pages. There were over 260 exhibits, several of them multipage, with the result

that there were literally hundreds of pages of data and information to be reviewed.

All the factors contained in Section 9 of the Act, along with all of the evidence related to each, was carefully considered and applied. Of course, every item and each bit of evidence has not been mentioned in the analysis of the issues. However, that doesn't mean anything was ignored. All the evidence and factors were evaluated and these findings, opinion and orders are based strictly thereon.

MOTIONS

There were several motions filed by the parties during and after the hearings. Some were dealt with in the record and they will not be reiterated at this point. However, there are some which must be addressed at this point.

The first concerns the Union's motion to strike post-hearing evidence. The motion was directed at page 53, footnote 16, and Appendix D of the Employer's brief. The Union suggests that this evidence was being introduced after the parties agreed to close the hearing and, thus, was an ex parte submission which should not be considered. The Employer indicates that it was merely providing information regarding changing conditions as outlined by the statute. The information contained in footnote 16 and Appendix D of the Employer's brief will not be considered. The failure to consider the items is inconsequential as far as the resolution of the issue is concerned.

There was a motion filed by the Employer to strike the Union's issue "concerning individual grievances." Rather than spending more time on this, I would just note that this will be considered when the issue regarding grievances is addressed.

There was also the Union's motion to strike discipline of officers. The Employer points out that this panel does not have the authority to deal with such questions. I agree. I think it is clear that an arbitration panel created under Act 312 of Public Acts of 1969, as amended, does not have authority to set aside the discipline imposed upon employees during the pendency of the arbitration.

The Union filed a motion to strike the Employer's issue and last offer of settlement on health insurance -- employee contribution. As related above, this issue was withdrawn by the Employer in reaction to the Union's motion.

The decisions regarding all motions are made pursuant to Section 6 of the Act, being MCL 423.236, and (5) of Rule 7, being R423.507 arbitration hearing, of the administrative rules regarding compulsory arbitration.

COMPARABLES

In Act 312 compulsory arbitrations parties typically, and this case was no exception, spend a substantial amount of time presenting evidence and making arguments regarding paragraph (d) of Section 9 of the statute. That portion of the statute involves comparison of the wages, hours and conditions of employment of employees involved in the arbitration with the same factors of

other employees performing similar services and with employees generally in both public employment in comparable communities, and in private employment in comparable communities.

The statute doesn't specifically outline how such comparable communities shall be determined. While parties historically argue about the comparability of communities, they usually agree on a few of them. In this case the parties have agreed that Royal Oak, Shelby Township, Waterford, and West Bloomfield are comparable to Bloomfield Township for the purposes of this arbitration. In addition, the Employer suggests that Birmingham, Canton and Dearborn Heights be added to the list, while the Union suggests that Clinton Township, Roseville, Redford and Southfield be added.

Before discussing the evidence regarding the proposed comparable communities, it would be appropriate to explore some of the characteristics of Bloomfield Township.

Bloomfield Township occupies approximately 25 square miles and has a population of about 42,500 residents. The resulting density is about 1,700 residents per square mile. The Township's 1993 SEV was \$2,127,522,300. The Employer's figure was \$2,127,617,200, but the difference is inconsequential. The 1989 median income was about \$84,441. In 1990 the total housing units were 16,558, with single units comprising 14,547 of that number. That means about 88% of the housing in Bloomfield Township are single units. It should also be noted that the population figure in 1990 was about 42,900. When this is compared to the 1990 figure of about 42,500, it shows that there is very little change in the population of the

community. The SEV information does show that there was a 149% change between 1993, which is the latest, and the figure in 1988 which was \$1,432,643,160.

The record shows that Bloomfield Township has commercial real property which comprises about 7.4% of the SEV. Industrial real property comprises about .8% of SEV, while residential real property comprises about 89.4% of SEV. Personal property makes up of about 2.5% of SEV.

While Bloomfield Township can be viewed as essentially a residential community, the evidence does contain additional characteristics which are of interest to firefighters. For instance, there are two nursing homes. There are 10 areas characterized as public assembly, ranging from theaters to local union halls, country clubs, athletic clubs, a church and a temple. The major thoroughfares are described as I-75, Telegraph, Woodward and Square Lake Roads. In addition to the nursing homes already mentioned, there are several adult/foster care homes.

The Union has listed areas which it has characterized as target hazard areas. These include the Home Quarters, Genesee Welding, Mercury Paints, Orkin Pest Control, Oakland Hills Country Club maintenance building, WE Healy, Detroit Skate Club, K-Mart, Frank's Nursery, ABF Trucking, Leisure Lawn Company, Sun Petroleum Pipe Line and Grand Trunk Railroad. Most of the commercial listings are retailers, which sell for resale a number of items, such as pesticides, insecticides, painting supplies, fertilizers, etc. It is clear that there are no large industrial complexes, or

for that matter, any large industrial plants, manufacturing facilities, chemical facilities, etc. In fact, the record establishes there are no buildings in the Township which are over three stories. There are no high-rises, hospitals, colleges, large shopping malls or other facilities which would hold large concentrations of people.

The professional fire department provides 24-hour-a-day, seven-day-a-week fire rescue and medical services. There is a fire prevention division comprised of a fire marshall and three inspectors. The fire marshall works 40 hours a week and the three inspectors, as a result of being assigned to the units, work 56 hours a week. They also operate as firefighters. There are 66 firefighters assigned to fire suppression. That's 22 to each of the three platoons. Each shift has one captain and three lieutenants.

Station 1, which is the central station, is located on Andover and Exeter, and is generally manned by a captain and 10 AEMT/firefighters. The outstations are generally manned by a lieutenant and three AEMT/firefighters. For clarity I am going to refer to all of the bargaining unit members as firefighters unless a distinction is necessary to discussion.

While the location of specific equipment may have changed, at the time the evidence was presented, Station 1 housed an engine rescue, also known as an engine advance life support, one tower, one command van, one hazardous material trailer, an air trailer and perhaps some other miscellaneous vehicles. Station 2 housed an

engine and a rescue, as did Stations 3 and 4, although the Union's evidence establishes that a spare rescue is at Station 3.

Firefighters work the 24-hour tour of duty, which generally, although there may be variations, boils down to 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on and then four days off.

In order to be hired as a firefighter an applicant must not only have a driver's license, but hold a current Michigan EMT, current Michigan firefighter II certificate, and 60 college credits at an accredited school.

According to the prior Collective Bargaining Agreement, there are four classifications in the bargaining unit. The highest paid classification is Advanced Emergency Medical Technician/Bachelor of Science in Fire Science. The next highest is an Associate Degree in Fire Science, the next highest being basic Emergency Medical Technician/Certificate in Fire Science, with the first tier being firefighter. Like most departments, the fire personnel are regularly involved in training. The fire department provides water rescue, which includes rescue on ice. There are lakes within the Township and it is important for the department to be able to deal with emergencies. The department maintains an inflatable boat, ice boards, and cold weather gear. As already suggested, firefighters are trained in the handling of hazardous materials.

Keeping in mind that departments may report different incidents, such as Birmingham including car lockouts in its total runs, it is noted that in 1993 the Township's department made

approximately 1,500 medical runs and approximately 800 fire runs. The testimony indicates that of those fire runs approximately 45 or 46 were for fires. In comparing total runs for 1993 and keeping in mind the differences I have noted above, Bloomfield Township experienced the least amount of runs of all the communities suggested by both parties as comparable for the purposes of this hearing.

In developing its comparables, the Union looked at communities and compared them as a whole, including population, size of the community, and size of the fire department.

The specific data shows that in relation to 1993 SEV of \$2,127,522,300, Clinton Township was \$1,546,319,309, Redford Township was \$846,155,340, Roseville was \$797,769,517, and Southfield was \$2,298,031,550. The 1989 median income in Bloomfield Township was \$84,441; Clinton Township was \$39,215; Redford Township was \$37,162; Roseville was \$32,337; and Southfield was \$40,579. As I indicated, the population in Bloomfield in 1990 was 42,473. This compares to Clinton Township of 85,866, Redford Township of 54,387, Roseville of 51,412, and Southfield of 75,728. Bloomfield Township is about 25 square miles and has a population density of about 1,700. Clinton Township is 28.2 and about 3,000; Redford is about 11.2 and about 4,900; Roseville is 9.8 and about 5,200; Royal Oak is 11.8 and about 5,500; while Southfield is 26.2 and about 2,900. There is also information regarding the housing characteristics, showing, inter alia, that Bloomfield is about 80% single unit. Clinton Township is 66%, Redford Township 94%,

Roseville 79%, and Southfield 70%. The data regarding department size shows that Bloomfield has a total manpower of 69, Clinton 73, Redford 44, Roseville 38 and Southfield 105.

The Employer used a little different system to arrive at its comparables. It relied upon population, SEV and location. The analysis began with a listing of communities which were within 60% of the population and SEV of Bloomfield Township. This criteria was applied to Oakland, Macomb and Wayne Counties, with some communities eliminated because they had very small full-time departments or ran their departments with volunteers, civilians and part-time firefighters. Once the field was narrowed, additional criteria was displayed in the evidence. The first was the population change of comparable communities between 1980 and 1990. Bloomfield Township had a very stable base with the 1990 population being 99% of the 1980. Concentrating on the communities the Township suggests are comparable, the data shows that Birmingham is 92%, Canton Township 117%, and Dearborn Heights 90%. The SEV change between 1988 and 1993 was also examined. The change in Bloomfield Township was 149%, Birmingham 146%, Canton Township 169%, and Dearborn Heights 142%.

There was also a comparison of major SEV classifications. Bloomfield Township had 89.4% of SEV in residential real property. Birmingham was 73%, Canton Township 73.7% and Dearborn Heights 85.4%. There was data regarding industrial real property and commercial real property, but the residential real property comparison gives one an idea of the characteristics of the SEV

base. Housing units were also compared. The data shows that Bloomfield Township was 16,588, Birmingham 9,764, Canton Township 20,307 and Dearborn Heights 23,939. Without going into further details, I note that the evidence has information regarding total state shared revenues for 1991-1992, property taxes for 1992, total taxes, plus state shared revenues, etc. The data regarding the area of the Employer's suggested comparable communities is 4.8% for Birmingham, 3.6% for Canton Township, and 11.7% for Dearborn Heights. This compares to Bloomfield Township of 2.5%. The population density figures for Birmingham are about 4,200, Canton Township about 1,600, and Dearborn Heights about 5,200. This compares to Bloomfield Township, as I previously indicated, of about 1,700 per square mile. There is also data regarding the unemployment rates and the 1989 median household income. Bloomfield Township was about \$84,000, while Birmingham was \$57,600, Canton \$47,000 and Dearborn Heights at \$37,000.

The Township also supplied the same data for the Union's comparables, but I am not going to display all of it at this point. Further, I am not going to discuss, nor display, any of the data regarding the communities the parties stipulated were comparable, i.e., Royal Oak, Shelby Township, Waterford and West Bloomfield.

The question, of course, is how do we deal with the evidence regarding the communities each party separately indicated are comparable, but yet could not agree were comparable? First of all, there is more than a substantial amount of evidence in the record regarding the stipulated comparable communities. Since the parties

have agreed to such data, it will be utilized and those communities will be considered comparable in the full sense of the word.

The Union has suggested that the Employer's are not comparable because the Employer failed to consider, inter alia, the departments and the employees performing similar services. The Employer suggests that the Union's communities are not comparable because, inter alia, they don't fall within the criteria established by the Employer. Nonetheless, there is a substantial amount of evidence regarding these communities and given the criteria established by the parties, it would be inappropriate to ignore all that data. Decisions will have to be made regarding the weight to be attributed to the evidence. I have seen decisions which have assigned a numerical weight of a varying intensity, and in the past I may have considered that myself, but I think it is just more appropriate to indicate that while the stipulated comparable communities of Royal Oak, Shelby Township, Waterford and West Bloomfield are the core of the comparisons, weight will be given in varying degrees to the Union's comparables of Clinton Township, Roseville, Redford and Southfield, as well as the Employer's comparables of Birmingham, Canton and Dearborn Heights.

Of course, there are so-called internal comparables which the parties have mentioned and discussed. They include the fire command, police command and the police officers' unit which have been subjected to much attention at this hearing.

ISSUE - WAGES - ECONOMIC

As originally designated, each year of the contract was considered a separate issue for the purpose of establishing the wages for the period in question. As a practical matter, it turns out that what is usually one of the most contentious issues isn't so contentious in this case. The Union's last offer of settlement is 3% effective April 1, 1993, 3% effective April 1, 1994, and 4% effective April 1, 1995. The Employer's last offer of settlement is 3% effective April 1, 1993, 3% effective April 1, 1994, and 3% effective April 1, 1995. It should be noted that the Employer takes the position that there should be no retroactivity, but that's a separate issue. It is obvious from the parties' positions that the only issue is the 1% difference in the final year of the contract.

It is noted with some interest that throughout the hearing the Employer's position was 3%, 3% and 4%. That, of course, is identical to the Union's current last offer of settlement. Nonetheless, for the purposes of last offers of settlement, the Employer has reduced its position by 1% for the final year.

One of the factors to be considered in determining which last offer of settlement will be adopted is the financial ability of the unit of government to meet the costs. In this case there is no issue, for the Employer has taken the position that it has the ability to meet the costs of either party's offers. Indeed, the financial data introduced by the Union establishes that the Employer is financially very sound. However, this doesn't mean

that the cost of implementing the various last offers of settlement should be ignored. The cost of the offers implemented are often a yardstick in determining the fairness and appropriateness of adopting a particular last offer.

The lawful authority of the Employer is apparent in this case and all stipulations offered by the parties have been carefully considered.

As previously indicated, there are four separate salary classifications. The last memorialized wage rates are contained in the prior Collective Bargaining Agreement. The figures were for the period beginning April 1, 1992. The highest level is characterized as Class A. For firefighter the amount was \$38,298.30. For BEMT/CERT.F.S. the amount was \$39,043.59. For ASSOC.F.S. the figure was \$39,788.88. For AEMT/B.S.F.S. the figure was \$40,534.17.

Since the last offers of settlement submitted by the parties differ only in the last year of the contract, there is no need to compare the figures for the first two years. However, if the Union's last offer of settlement is adopted, the Class A figures, beginning April 1995, in the same order as previously given, would be \$42,255.90, \$43,078.20, \$43,900.51, and \$44,722.82. The Employer's figures would be 1% lower and for the classifications in the order indicated would be \$41,849.59, \$42,663.99, \$43,478.39 and \$44,292.79. As can be seen, there is little to choose between the two offers.

After carefully analyzing the evidence and all of the factors in Section 9 of the statute, it is absolutely clear that the Union's last offer of settlement should be adopted.

First of all, as previously indicated, there has been a careful consideration of all the factors outlined in Section 9 of the statute. There is no issue regarding ability to pay, although, as stated, the cost of implementing the last offers of settlement are irrelevant. The stipulations of the parties have been carefully considered as has the lawful authority of the Employer and the interest and welfare of the public.

When examining all of the data regarding the comparable communities, it is clear that given the similarity of the parties' last offers of settlement, the comparable data is almost as equally supportive. Adoption of the Union's last offer of settlement is certainly in keeping with the average percentage increases of the comparable communities, as well as the actual dollar figures where the data was available.

Furthermore, as pointed out by the Union and as clearly substantiated by the evidence, the internal comparables received a wage package over the same period of 3%, 3% and 4%. During the presentation of its entire case, the Employer has taken the position that 4% was an appropriate increase for this unit in the last year of the contract. Much of its position was based upon comparison with internal comparables and, frankly, the internal comparables clearly support a 4% increase. Furthermore, I am not convinced that the evidence supports a reduction in the last offer

of settlement from the position that was taken by the Employer during the presentation of the case.

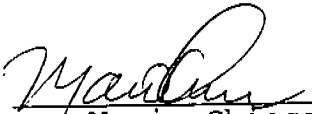
The overall compensation received by the employees in this bargaining unit support adoption of the Union's last offer of settlement. Of course, it must be understood that there are other economic issues outstanding and they have been carefully considered in formulating the resolution in this issue.

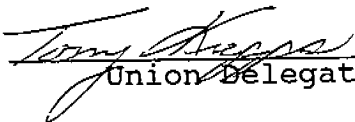
The data regarding the increase in cost of living, specifically consumer price index information, shows that members of this bargaining unit have been doing fairly well in comparison to the increase in the CPI. Adoption of 4% during the last year of the contract will contribute to continuation of the favorable status of wage rates in relation to CPI growth. In summary, the record clearly requires the adoption of the Union's last offer of settlement.

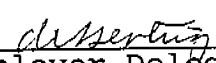
The Union's last offer of settlement more nearly complies with the applicable factors prescribed in Section 9.

AWARD

The panel orders that the Union's last offer of settlement for the final year of the contract, i.e., 4%, be adopted. Since there was no dispute regarding the first two years of the contract, the entire wage package for the term of the contract shall be 3% for the first year, 3% for the second year, and 4% for the final year.

 11-8-96
Mario Chiesa
Chairperson


Union Delegate

(S) 
Employer Delegate

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Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate,
DISSENTING

ISSUE - RETROACTIVITY OF WAGE INCREASES - ECONOMIC

In its last offer of settlement and treating each year independently, the Employer has taken the position that there should be no retroactivity to any of the wage increases. Instead, it maintains that on April 1, 1996, the firefighters would receive a 9.272% jump in salary, or 10.432% if the Union's wage proposal is granted. The Union's position is full retroactivity in each year of the contract.

The Employer maintains that its position is appropriate because the Union has demanded more than any other union in the Township. It maintains that the Union, notwithstanding its assertion, actually wants more than the police officers receive. It argues that the Union is seeking to leapfrog several labor contracts and to obtain what took several contract terms for the police union to obtain. It argues that the cost of all the Union's offers are fully 42% more than what the police receive and 77% more than what fire command offers receive. It argues that the Township was willing to grant a reasonable increase, the firefighters have a good standing with others in comparable communities and the hearing was not caused by the Township's actions.

The Union maintains that the firefighters have gone without a wage increase since April 1, 1992 and, as a result, have lost purchasing power. It further argues that the Employer has had full use of the funds for investment and other purposes. It maintains that the Employer had an 8.8 million dollar fund balance in 1993, 8 million dollars in 1994 and 10 million dollars in 1995. It

argues that there is no reason for firefighters to be punished as suggested by the Employer. The Union also argues that not a single Township employee has ever been denied retroactivity of wages.

It is quite clear that for various reasons the Employer's last offer of settlement in each year regarding retroactivity of wages must be rejected and the Union's last offer of settlement requiring full retroactivity in each year of the contract must be accepted.

First of all, while the statute doesn't require retroactivity, it specifically indicates that increases in rates of compensation, etc., may be awarded "retroactivity" to the commencement of any period in dispute. Certainly the lawmakers recognize that wage increases may not be wage increases unless the dollars that would have been received had the increase been imposed at the beginning of the period in question are ultimately received in total. As I said, the statute doesn't require retroactivity, but the language recognizes that retroactivity may be appropriate in many circumstances.

Second, it is quite clear that the Employer is financially sound. Furthermore, the testimony establishes that it budgeted for retroactive wage increases and fully anticipated paying same when the contract was ultimately concluded.

Third, the evidence does not contain any instance where a wage increase in the Township failed to either go into effect on the date scheduled or was not retroactive back to the date the wage increase was to go into effect. In other words, it appears that if

the wage increases dealt with in this dispute were not retroactive, it would be the first time that such an event took place.

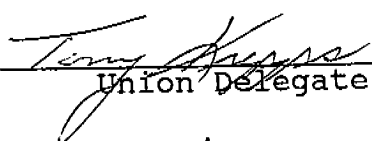
Fourth, for many of the reasons outlined in the discussion regarding wage increases, it is important that the wage increases in question be made retroactively. The comparisons are not only based on salary figures, but also reflect purchasing power and dollars available to employees in the various comparable communities, as well as the internal comparables, and police officers.

A careful analysis of the factors in Section 9 of the Act make it imperative that the Union's last offer of settlement be adopted.

AWARD

The panel adopts the Union's last offer of settlement. There shall be full retroactivity for the wage awards in each year of the contract.

 7-8-96
Mario Chiesa
Chairperson


Union Delegate

(5) 
Employer Delegate

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Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont,
Employer Delegate
Dissenting

ISSUE - PENSION - RETIREMENT AGE - ECONOMIC

Currently firefighters can retire with full pension benefits at age 55. The Union's last offer of settlement would allow a firefighter to retire with full benefits after 25 years of service or attaining the age of 52 years. The Union's last offer of settlement would add a paragraph to existing Article 16. The Employer's last offer of settlement would add a sentence to the existing Section A of Article 16 and would reduce the retirement age for a firefighter to receive full pension benefits to 52. Both last offers of settlement indicate that the effective date would be the date of the 312 award.

The only difference between the last offers of settlement is that the Union's would also allow firefighters to retire with full benefits after 25 years of service. Both would lower the retirement age to 52 years of age and, thus, both would provide a substantial increase in benefit over the current 55-year retirement age. So, in reality, since both last offers of settlement provide an improvement, the question becomes how large an improvement would be appropriate under the circumstances.

After carefully analyzing the entire record, including all the applicable factors in Section 9, it is clear that the Employer's last offer of settlement should be adopted.

First of all, much was made of the fact that the firefighters were attempting to secure many of the benefits held by the police officers. In this regard it must be understood that there are often differences in benefits between fire and police units because

of priorities each sets for itself. Of course, this is not the case in a true parity circumstance; the word parity did not even come up in this arbitration. The record does not contain any evidence establishing that any of the Township's employees are able to retire after 25 years of service. Adoption of the Employer's position would place the firefighters in the same position as the police officers.

There is evidence suggesting that the cost of adopting the Union's position would be 6.609%. This is compared to the cost suggested by the Employer for its proposal of 4.159%. There was testimony and other evidence regarding the actuarial methods used by the Employer's actuaries and how the cost could be differently characterized if the actuarial process offered by the Union's actuaries were adopted. Nonetheless, keeping in mind all of that information and analyzing the totality of the evidence, the Employer's last offer of settlement is more acceptable.

The documentation shows that the comparable communities, and that is all of them, have a different array of how they define retirement age. For instance, Birmingham is 50 plus 25 years of service. Canton Township is 55 years plus 15 years of service. Some of the comparables define retirement age in terms of service, such as Redford Township, which allows retirement at 25 years of service. The data regarding pension contribution has also been submitted and, with the exception of West Bloomfield and Redford Township, the 1% contributed by the employees in Bloomfield Township is the lowest percentage contribution.

In summary, an application of all the Section 9 factors, keeping in mind the total compensation received by members of the bargaining unit, convinces the panel that the Employer's last offer of settlement providing for a substantial increase in benefit should be adopted.

AWARD

The panel adopts the Employer's last offer of settlement.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tommy Hayes (DISSENT)
Union Delegate

(S)
Employer Delegate

In summary, an application of all the Section 9 factors, keeping in mind the total compensation received by members of the bargaining unit, convinces the panel that the Employer's last offer of settlement providing for a substantial increase in benefit should be adopted.

AWARD

The panel adopts the Employer's last offer of settlement.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S) dissenting
Union Delegate

Joseph W. Fremont
Employer Delegate

PENSION CAP - ECONOMIC

Currently bargaining unit members do not have a cap on pension benefits. The Employer seeks to impose a cap which would limit benefits to 80% of FAC. The Union agrees if, and only if, the panel awards the Union's last offer of settlement regarding retirement age, i.e., 25 years of service or attaining the age of 52. Since such an award was not granted, the Union seeks continuation of the status quo. The Employer's offer is to become effective as of the date of the arbitration award.

Oftentimes a cap on pension benefits, when defined as a percentage of FAC, is academic in the sense that many times the formula is such that the cap is not even approached until individuals get 25 or 30 years of service. Of course, there are a multitude of different approaches and formulas, but in this case I note that the Employer's position is to cap retirement benefits at 80% of FAC. The current base wage multiplier is 2.5%. Rough calculations would mean that with an 80% of FAC cap, the cap would not even become applicable until an individual had approximately 32 years of service.

The evidence establishes that command has no cap on their pensions, while the police unit has an 80% cap. Many of the comparable communities have caps. For instance, Birmingham is 90%, Dearborn Heights, Redford Township, Roseville and Royal Oak are 75%, Shelby Township 68%, Southfield 70%. Waterford, West Bloomfield, Canton Township and Clinton Township do not have caps

as such, but in some of them the calculation of FAC and other factors parallel a cap.

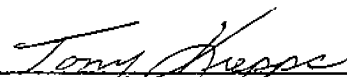
The Union has suggested that its position should be adopted because the elements of its FAC calculations only include base pay and longevity, while other communities may include various other benefits, etc. As I understand the evidence, however, the cap is relative to FAC, which means that as FAC increases or the figures used to calculate it by the inclusion of other benefits, the cap has no effect because it is a cap on the total amount of FAC irrespective of the elements used to calculate FAC. So the Union could very well bargain for improvements in the future.

Given the status of the record, the evidence convincingly establishes that the 80% cap sought by the Employer should be granted. This is the same benefit as received by the police and exceeds those communities in the list of comparable communities where a cap is designated, and there are several.

AWARD

The panel adopts the Employer's last offer of settlement.

 7-8-96
Mario Chiesa
Chairperson


Union Delegate

(5)
Employer Delegate

as such, but in some of them the calculation of FAC and other factors parallel a cap.

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Given the status of the record, the evidence convincingly establishes that the 80% cap sought by the Employer should be granted. This is the same benefit as received by the police and exceeds those communities in the list of comparable communities where a cap is designated, and there are several.

AWARD

The panel adopts the Employer's last offer of settlement.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate

ISSUE - PENSION CONTRIBUTION - ECONOMIC

Currently employees in this bargaining unit have a pension contribution rate of 1%. The Employer seeks to double the rate to 2%. The Union's position is to continue the status quo.

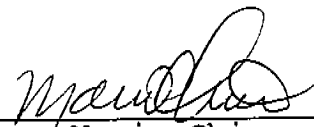
The evidence creates a real question of whether it would be appropriate to double the contribution rate of members of this bargaining unit. First of all, no police officers employed by the Township have a contribution rate of 1%. Second, there is no suggestion that the Employer is in a financial position which would mandate increasing the employees' share of pension contribution. As previously indicated, the Township is in very good financial shape and regardless how conservatively the Township's actuary evaluates the pension fund, even with the added costs imposed by awards contained herein, is in excellent shape. There is no justification from the standpoint of the Employer's financial condition, or the internal comparables or the health of the pension plan, to impose the Employer's last offer of settlement.

The record does establish that most of the comparable communities, and that includes all of them, have an employee contribution rate much higher than 1%. There are two, West Bloomfield and Redford Township, which do not require any pension contribution from employees, but the rest of them require contributions, up to 7% in Roseville. When this dispute is viewed from the perspective of comparable communities, a 2% employee contribution rate is not unreasonable.

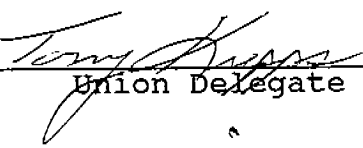
Nonetheless, applying the standards in Section 9 of the statute makes it absolutely clear that it would be inappropriate to adopt the Employer's last offer of settlement. The Union's last offer of settlement is adopted and, hence, the status quo shall continue.

AWARD

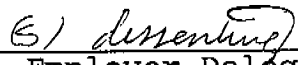
The panel adopts the Union's last offer of settlement. Hence, the status quo shall continue.

 7-8-96

Mario Chiesa
Chairperson



Union Delegate



Employer Delegate

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AWARD

The panel adopts the Union's last offer of settlement. Hence, the status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(5)
Union Delegate

Joseph W. Fremont
Employer Delegate,
Dissenting

ISSUE - PERSONAL LEAVE - ECONOMIC

Currently members of the unit, characterized as day personnel, are allowed to use three days of accumulated sick leave time as personal leave days. Firefighting personnel are allowed to use 36 hours of accumulated sick leave as personal leave days. The Chief may also approve personal leave beyond the 36-hour limit for employees to attend classes for continued education.

The Employer seeks continuation of the status quo, while the Union seeks to make personal leave exclusive of other leave time. In other words, the Union's proposal would allow personal days to be utilized without charging accumulated sick leave.

At the outset it should be understood that in general terms an employee working in the fire suppression unit works 24 hours, is off 24 hours, works 24 hours, is off 24 hours, works 24 hours, and then is off for 4 days. The cycle then repeats itself. Not taking into account vacation and other time off, firefighters are scheduled to work about 122 days per year. This leaves members of the fire suppression unit about 243 days for their own use.

Considering that firefighters also can take odd-day vacations, it is impossible to adopt the Union's argument that it is difficult to schedule doctor or dentist appointments or family outings.

There was some testimony suggesting that it is becoming increasingly difficult to schedule classes to meet schooling requirements. However, as pointed out by the Employer, the current contract language provides extra days for classes. Furthermore, firefighters have the opportunity to trade time.

The evidence establishes that all Bloomfield Township employees have their sick bank charged for personal leave.

The information regarding the comparable communities shows that for the most part firefighters in those communities have personal days which are not charged to sick leave. However, the evidence also shows that several of the communities cap the accumulation of sick leave. Currently employees in this bargaining unit can accumulate sick leave without a cap.

Given the totality of the record and considering all of the applicable factors, it is clear that the Employer's last offer of settlement is more acceptable. Currently firefighters enjoy 36 hours of personal time, while day personnel have three days to use as personal time. Additional time is available for attending classes and it is clear that given the work schedule, the ability to take off-day vacations and the practice of trading shifts, firefighters should have little, if any, impediment to dealing with personal matters. Additionally, even though sick leave is charged with personal time, sick leave accumulation is uncapped.

AWARD

The panel adopts the Employer's last offer of settlement. The status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(s) dissenting
Union Delegate

Joseph W. Fremont
Employer Delegate

The evidence establishes that all Bloomfield Township employees have their sick bank charged for personal leave.

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Given the totality of the record and considering all of the applicable factors, it is clear that the Employer's last offer of settlement is more acceptable. Currently firefighters enjoy 36 hours of personal time, while day personnel have three days to use as personal time. Additional time is available for attending classes and it is clear that given the work schedule, the ability to take off-day vacations and the practice of trading shifts, firefighters should have little, if any, impediment to dealing with personal matters. Additionally, even though sick leave is charged with personal time, sick leave accumulation is uncapped.

AWARD

The panel adopts the Employer's last offer of settlement. The status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tommy Rogers (DISSENT)
Union Delegate

(S)
Employer Delegate

ISSUE - HEALTH INSURANCE CO-PAYS AND DEDUCTIBLES - ECONOMIC

Currently employees in this bargaining unit have health insurance which has a deductible of \$100.00 per individual, \$300.00 for a family, and \$500.00 maximum. The co-pay is 90/10.

The Employer seeks to modify both the co-pay and the deductible. Its last offer of settlement provides for deductibles of \$200.00/\$600.00/\$750.00 and a co-pay of 80/20. The Union seeks a continuation of the status quo.


Essentially the Employer takes the position that adoption of its proposal will help reduce costs. It is not quite clear how much it will reduce it dollar-wise, although there was some testimony suggesting it will be reduced about 1%. The evidence also establishes that no other employee in the Township pays the level of co-pay or deductibles that are now proposed by the Employer.

The data regarding comparable communities presents a mix of information, some having co-pays of 80/20, with deductibles ranging to \$150.00/\$300.00/\$1,000.00.

As previously mentioned, the Township is in good financial condition and there just isn't any substantial evidence suggesting that costs must be cut at the expense of increasing the deductibles and co-pays for the health insurance available to members of this bargaining unit.

AWARD

The panel adopts the Union's last offer of settlement. Thus,
the status quo shall continue.

 7-8-96

Mario Chiesa
Chairperson



Union Delegate

(S) 

Employer Delegate

AWARD

The panel adopts the Union's last offer of settlement. Thus,
the status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate,
Dissenting

ISSUE - HEALTH INSURANCE RETIREE CONTRIBUTIONS - ECONOMIC

Currently retirees do not contribute at all to health insurance. The Employer has proposed that retirees pay 5% of the cost of retiree health insurance until that retiree and spouse reach age 65, not to exceed \$500.00 per year. The exact offer is attached and contains the formula for determining the amount and the specifics. The Union's position is that the status quo should continue and there should be no imposition of retiree contribution to health care.

The Employer maintains that its position is a cost-saving measure that will save .2% over the current contract cost. It argues that the trend in comparable communities is to require contributions to help defray the cost of health insurance.

The Union maintains that neither the police nor fire command have retiree contributions, the comparable communities do not support such an imposition, and the community's wealth precludes any sympathy for imposing this burden on retirees as a cost-saving measure.

First of all, the evidence clearly establishes that neither the police nor fire command retirees make any contributions to the health care coverage. Furthermore, the data regarding comparable communities may at best show a budding trend, as suggested by the Employer, but certainly doesn't show an overwhelming tide.

Again, the financial data paints a community that is doing quite well financially and the evidence shows that the status quo has not presented any burden upon the Employer. Indeed, the

evidence shows that the claims made were lower than expected. Clearly, the evidence does not support the adoption of the Employer's last offer of settlement.

AWARD

The panel adopts the Union's last offer of settlement. Thus, the status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tony [Signature]
Union Delegate

(S) [Signature]
Employer Delegate

evidence shows that the claims made were lower than expected. Clearly, the evidence does not support the adoption of the Employer's last offer of settlement.

AWARD

The panel adopts the Union's last offer of settlement. Thus, the status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate,
Dissenting

LONGEVITY - ECONOMIC

Currently members of the unit receive a 2% longevity pay based on base rate at five years of service. Ten years is 4%, 15 years 6%, 20 years 8% and 25 years 10%. As indicated, the percentages are applied to base rate for the classification. The language in Article XIII also details other aspects of the benefit.

The Employer's last offer of settlement is to eliminate longevity pay for any employee hired after the date of the award. The Union's position is that the status quo should be maintained.

The Employer argues that adoption of its proposal will not affect any of the current employees, but would provide a future cost savings.

The Union maintains that the proposal is discriminatory and without merit.

The evidence establishes that there is no other two-tier system existing in the Township. There was no suggestion that this type of longevity provision is common in the comparable communities. Further, as previously stated, there is no showing of any financial reason to exclude new hires from the longevity provisions and potentially create future problems in the unit.

AWARD

The panel adopts the Union's last offer of settlement. The status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tony Chiesa
Union Delegate

(S) [Signature]
Employer Delegate

AWARD

The panel adopts the Union's last offer of settlement. The status quo shall continue.

Mario Chiesa 7-8-26
Mario Chiesa
Chairperson

CS/
Union Delegate

Joseph W. Fremont
Employer Delegate,
Dissenting

ISSUE - VACATION - ECONOMIC

Currently the contract provides that four firefighters, including command officers, may be on vacation per unit on the same workday if the unit is not short unit personnel, and a minimum of six AEMTs are on duty. Vacation may be scheduled as two scheduled vacation and two odd days, one scheduled vacation and three odd days, or four odd-day vacations.

The Employer seeks to change the current language. Its proposal provides that it will determine the minimum running schedules necessary for operation of the Department and it may limit the number of personnel granted vacation leave at any time. It goes on to say that vacation leave shall be reasonably granted and that the Township will allow a minimum of two personnel off on vacation.

The Union's position is that the status quo shall continue.

The Employer argues that clarification is needed in the contract language. It maintains that, in essence, its proposal codifies current policy. It further argues that the unscheduled odd-day vacation causes difficulties and exceeds the provisions in the majority of the comparable communities.

The Union maintains that the system has been in place for almost 20 years. It argues that firefighters are permitted to use vacation in a single odd day, known as a "bubble day" vacation because a firefighter does not know if he has a day off until minutes before his shift begins. The Union maintains that there

are at least four grievances pending and the Employer's proposal is an invitation for even more problems.

I note that the availability of an odd-day vacation has been utilized by the Employer to substantiate its position in other areas of dispute, such as personal leave. Further, the evidence establishes that, as suggested by the Union, the current system has been in place for about 20 years. It has also been suggested in the testimony that the policy the Employer wishes to codify in the contract has not had a drastic effect on the bargaining unit.

The evidence does show that the availability of the unscheduled odd-day vacation probably exceeds the provisions in many of the comparable communities. Some require substantial prior notice, while others prohibit single-day vacations.

Nonetheless, the single-day vacation seems to mesh with some of the other provisions of the Collective Bargaining Agreement. Furthermore, even though there may be four grievances pending, four grievances over almost 20 years doesn't seem to indicate a serious problem. Perhaps once the grievances are decided, the issue may be revisited during the next round of bargaining.

A careful analysis of the totality of the record does not convince the panel that the Employer's last offer of settlement should be adopted.

AWARD

The panel adopts the Union's last offer of settlement. Thus,
the status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tony Russo
Union Delegate

(s) dissenting
Employer Delegate

AWARD

The panel adopts the Union's last offer of settlement. Thus,
the status quo shall continue.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate,
Dissenting

ISSUE - TERMINATION - NONECONOMIC

The current contract language provides that the agreement was in effect from the date of signing through the 31st day of March, 1993. The contract would automatically renew from year to year unless either party notified the other in writing not later than 60 days prior to the anniversary date that it desired to modify the agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date of the agreement.

The Employer seeks a continuation of the status quo, but with the new agreed-upon termination date of March 31, 1996. The Union's last offer of settlement is attached hereto and extensively revises current language. There are three sections to the Union's Article 39 proposal. The first indicates that the agreement shall be effective the first day of April 1993 and remain in full force and effect to and including March 31, 1996. The second section indicated that the parties agreed that they would begin bargaining not later than January 1, 1996. The last section indicated that in the event that negotiations extended beyond the expiration of the contract, the terms and provisions of the agreement would remain in full force and effect pending agreement upon a new contract or an interest arbitration award establishing a new contract. The Union wanted its proposal to be adopted as of April 1, 1993.

It appears that the Union's proposal sprang from the Employer's termination of the contract which ultimately led to the elimination of dues check-off and the grievance procedure.

The Employer points out that the Union chose to ignore any of the options it had at the close of the last contract term, such as filing a 312 petition and statutorily extending the contract, or requesting an extension, as the police officers did. Their suggestion indicating that all the Union needed to do to extend their contract was to ask. Further, it points out that since the Union is collecting dues from individuals and since the Employer has offered to sit down with the Union and bargain over the grievances, there has really been no showing that the Union has suffered harm as a result of the contract's termination.

The Union suggests that the Employer refused to extend the terms of the contract and, hence, the grievance procedure and dues check-off provisions were discontinued. It maintains that the loss of the grievance procedure has resulted in poor morale in the unit and increased costs to the Union. One of the grievances filed was resolved in Oakland County Circuit Court. It maintains this is not the way that grievances should be resolved.

The Union points out, and the evidence regarding the comparable communities establishes, that a majority of the comparable communities have contract termination provisions which parallel what the Union is seeking.

Further, while the Employer maintains that the clause sought by the Union is a permissive subject of bargaining because it continues the contract indefinitely, the Union maintains that it is a mandatory subject and bargaining is required under the Act.

The panel has carefully considered all of the evidence and the competing interests explained by the parties. Furthermore, being a noneconomic issue, the panel has the authority to draft its own resolution. While it is rather unusual in the Chairman's experience for the panel to do so, in this case the panel did. Thus, the award appears as follows:

AWARD

Section 1 - Duration

This agreement shall be in effect the first day of April 1993 and shall remain in force and effect to and including March 31, 1996.

Section 2 - Future Negotiations

The Township and the Union agree that bargaining for a new agreement for a succeeding period will commence not later than January 1, 1996.

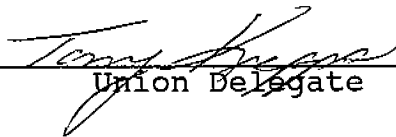
Section 3 - Extension

In the event the negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement of a new contract or an interest arbitration award establishing a


new contract, or until 30 days after notice is given by either party that the contract will be terminated.

 7-8-96

Mario Chiesa
Chairman



Union Delegate



Employer Delegate

new contract, or until 30 days after notice is given by either party that the contract will be terminated.

Mario Chiesa 7-8-96
Mario Chiesa
Chairman

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate

ISSUE - UNION SECURITY/DUES CHECK-OFF - NONECONOMIC

The current check-off language reads as follows:

"SECTION 1

"The Employer agrees that it will require, as a condition of employment, that all employees in the bargaining unit pay to the Union a service fee equivalent to the amount of dues uniformly required of all members. This provision shall take effect at the end of the employees probationary period. It shall not prevent an employee from voluntarily joining the Union and authorizing payment of dues following the completion of six (6) months of employment.

"The Employer agrees to deduct the service fee or Union membership dues, each pay from the pay of those employees who individually request, in writing that such deduction be made.

"In consideration of Bloomfield Township providing this deduction service, the Union agrees to hold the Township harmless against any and all claims, demands, law suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing this deduction service.

"The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the Township for other than Union activity."

The Union's offer seeks to substitute 30 calendar days for the provision regarding completion of probationary period and the phrase "at the time of employment" for the six-month period mentioned in the first paragraph of Section 1. In the second paragraph there is a slight change in the wording. In the last paragraph the Union adds the phrase "or other activity protected by

statute" to the language which is currently in the contract. The Employer seeks the continuation of the status quo.

The evidence establishes that probationary firefighters begin to pay union dues after six months of employment. The first six months of dues are collected in the form of an initiation fee. It argues that the Union is not involved with setting starting wages and new employees should be given an opportunity to evaluate their employment without the additional financial burden of union dues.

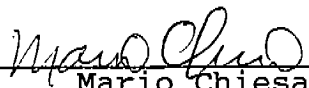
The Union maintains that its position is supported by the evidence, including both the external and internal comparables.

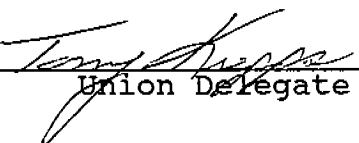
The record establishes that the police officers, as suggested by the Union, pay dues/service fees from the date of hire. Furthermore, the data regarding the comparable communities clearly supports adoption of the Union's position.

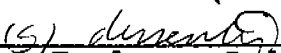
The evidence and arguments support abandoning the status quo and adopting the Union's proposal.

AWARD

The panel adopts the Union's last offer of settlement. As indicated, it will become effective at the date of the award.

 7-8-96
Mario Chiesa
Chairperson


Union Delegate

(S) 
Employer Delegate

statute" to the language which is currently in the contract. The Employer seeks the continuation of the status quo.

The evidence establishes that probationary firefighters begin to pay union dues after six months of employment. The first six months of dues are collected in the form of an initiation fee. It argues that the Union is not involved with setting starting wages and new employees should be given an opportunity to evaluate their employment without the additional financial burden of union dues.

The Union maintains that its position is supported by the evidence, including both the external and internal comparables.

The record establishes that the police officers, as suggested by the Union, pay dues/service fees from the date of hire. Furthermore, the data regarding the comparable communities clearly supports adoption of the Union's position.

The evidence and arguments support abandoning the status quo and adopting the Union's proposal.

AWARD

The panel adopts the Union's last offer of settlement. As indicated, it will become effective at the date of the award.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate
Dissenting

ISSUE - GRIEVANCES - NONECONOMIC

The prior Collective Bargaining Agreement contains a grievance procedure. It is located in Article V and the language outlines a comprehensive progression terminating with arbitration. Neither party is seeking to alter, amend or add to the grievance language.

What gave rise to this issue was the Employer's notification to the Union that after the contract expired it would not process grievances to arbitration. The Employer did offer to negotiate, but refused to arbitrate grievances.

The Union indicates that since a contract amendment is not necessary, the panel's award on the issue should be in the form of a separate order. The Union's proposal is attached and essentially it requires the parties to meet and confer and then submit any unresolved issues to arbitration.

The Employer desires to maintain the status quo. It relates in its offer that grievances filed from April 8, 1993 to the date of the award need not be arbitrated. The Employer recognizes that upon the date of the award the arbitration clause will again become effective and grievances filed on or subsequent to that date will be arbitrable.

The Employer argues that it was exercising its rights under the law. It maintains that the panel does not have jurisdiction to issue the type of order sought by the Union because individual grievances are excluded from the purview of an Act 312 panel.

The Union argues that a grievance procedure is the cornerstone of harmonious labor relations and is favored by both state and

federal labor law. It argues that public policy is that the Act is to be liberally construed and that retroactive application of the grievance procedure is fair, just and consonant with retroactive application of the labor agreement as a whole. The Union maintains that the panel has authority, pursuant to Section 10, to retroactively award the grievance procedure. It maintains the Employer should not profit from its unilateral action. It maintains that a retroactive application of the grievance arbitration provisions is consonant with the purpose of the Act and provides the parties with the means and procedures to resolve disputes.

First of all, there is no quarrel with the Union's characterization that the grievance procedure is the cornerstone of a harmonious relationship. Experience has proven that statement true, but the question in this case isn't whether there should be a grievance procedure, because there is. The question is whether grievances, which were filed April 8, 1993 until the date of the award, shall be subject to arbitration. Indeed, this dispute is the first time the question has arisen for the chairman in the dozens of 312 arbitrations he has been involved in.

The panel is not being asked to adopt a last offer of settlement or to formulate a resolution to create a new agreement or amend an existing agreement. What the panel is being asked to do is to order that the grievance procedure and arbitration provision, which the Employer indicated it would not recognize subsequent to April 1993, be retroactively reinstituted as of April

1993. It is being asked to do so even though there is no claim that the Employer's action violated the law.

The record establishes that the Employer did not violate the law, or at least there is no argument to that end, when it unilaterally decided not to recognize the grievance arbitration procedure. Thus, one of the aspects of the grievance arbitration procedure is that the Employer can choose not to recognize the procedure once a Collective Bargaining Agreement has been appropriately terminated. Given that's the case and given that there are no disputes regarding the language itself, it is difficult, if not impossible, to equate the panel's authority under the statute with an order which would force the Employer to recognize the grievance arbitration procedure even though it legally chose not to do so after the contract was terminated. As indicated, the question does not involve the creation or modification of an agreement. It involves undoing what the Employer had the legal right to do.

Given the circumstances, the evidence in this record and the arguments, the panel is not convinced that it would be appropriate to order that any unresolved grievances should be submitted to arbitration in accordance with Article V, Section 1, Step 4 of the prior Collective Bargaining Agreement. Certainly the parties are encouraged to do so, but recognizing that arbitration has been the most accepted way of dealing with grievances and disputes doesn't give the panel the right to order the Employer to give up its legal right to unilaterally ignore the procedure as it did. The panel

doesn't perceive this is a case involving the retroactive application of a rate of compensation or other benefits as outlined in Section 10. Hence, it must deny the Union's request.

AWARD

The panel does not adopt the Union's proposal.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tony Kress (DISSENT)
Union Delegate

(S)
Employer Delegate

doesn't perceive this is a case involving the retroactive application of a rate of compensation or other benefits as outlined in Section 10. Hence, it must deny the Union's request.

AWARD

The panel does not adopt the Union's proposal.

Mario Chiesa 7-8-76

Mario Chiesa
Chairperson

(S) [Signature]

Union Delegate

Joseph W. Fremont

Employer Delegate

ISSUE - DUTY DISABILITY (WORK CONNECTED ILLNESS AND INJURY) -
ECONOMIC

Portions of the April 1, 1992 to March 31, 1993 agreement, which are the subject of this issue, read as follows:

ARTICLE XXIII - WORK CONNECTED INJURY OR ILLNESS

"SECTION 4 - Payment for Time Off

"If the injury or illness is deemed compensable by the Township's Workers' Compensation Company, the employee shall be paid directly by the Township in the following manner:

- A. An employee off work due to an injury or illness deemed compensable by the Workmen's Compensation Commission, shall be paid by the Township his regular normal salary. Payment of the regular normal salary shall continue until the employee returns to work, or has been paid a total of twenty-six (26) weeks normal salary, whichever occurs first. Payment will be subject to the following conditions:
 1. All normal payroll deductions will be made from each check issued by the Township.
 2. Any payments received by the employee from the insurance company shall be endorsed to, and returned to, the Township. When notification is received by the Township that the employee has received a payment from the insurance company, and if such payment has not been returned to the Township, the amount of the payment shall be deducted from the employee's next Township paycheck. Deductions will continue until all insurance payments are recovered by the Township.
 3. No deductions shall be made from the employee's Sick Leave or Annual Leave accumulations to cover payments from the Township.

- B. An employee unable to return to work within the twenty-six (26) week period described in Section 4-A, shall no longer receive regular normal salary payments from the Township, nor any accrued sick time, vacation or seniority. However, the employee shall be eligible to receive 66 2/3% of normal salary from the following sources:
1. Workmen's Compensation Insurance - payments made by the Insurance Company under provisions of the Workmen's Compensation Act, shall remain with the employee.
 2. Social Security - after an employee is disabled for six months (twenty-six weeks) he may be eligible for Social Security benefits. Application for benefits must be made at a Social Security Administration office by the employee.
 3. Connecticut General Life Insurance Company - if payments from Workmen's Compensation Insurance and the Social Security Administration do not total 66 2/3% of the employee's regular normal salary, the employee should apply to Connecticut General Life Insurance Company for long term disability payments. Payments from Connecticut General will be 66 2/3% of regular normal salary less any amounts received from Workmen's Compensation Insurance and Social Security.

"SECTION 5 - Termination of Employment While Disabled

- "A. Under this Article, any employee who does not return to work within six (6) months after the onset of a disability shall submit to the Township, a written statement from the employee's attending physician stating: diagnostic evaluation of the disability, treatment/medication, prognosis for recovery, length of recovery, and any other information requested by the Fire Chief. Based upon the attending physician's evaluation, the time period for returning to work shall be extended to one hundred four (104) weeks.

- "B. Notwithstanding 'A' above, any employee who does not return to work without restrictions shall submit from the attending physician a progress report periodically as requested by the Fire Chief.
- "C. Under this Article an employee unable to return to work within one hundred four (104) weeks of any injury or illness shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township.
- "D. A written notice of termination, and date of termination, shall be signed by the Fire Chief and the Township Supervisor and delivered to the employee.
- "E. All employee and dependent insurance coverage shall cease on the date of termination (except as may be specified in other Sections of this Contract).
- "F. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
- "G. Payment in full for all unused accumulated Sick Leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.

"SECTION 6 - Death While Disabled

"If an employee dies while disabled under the Workmen's Compensation Act and within 104 weeks of the compensable injury, the employee's designated beneficiary shall receive the following:

- "A. Payment for the face amount of the employee's life insurance policy carried by the Township.
- "B. Payment in full for accumulated vacation time, and full pay for all unused accumulated Sick Leave as described in Section 5."

While the parties' last offers of settlement are a part of this decision, it would be appropriate to quickly delineate the areas in which the Union seeks a change. Indeed, the Union's last

offer of settlement seeks changes in many areas of the Work Connected Injury and Illness language.

First, the Union seeks to increase the period of time an employee suffering a qualified injury receives full pay from 26 weeks to 52 weeks. Second, the Union wishes to add language which would provide that employees will continue to receive all pre-injury insurance benefits until their normal retirement date. This is also applicable for spouses and dependent children. Third, the Union requests that for 52 weeks the employee shall accrue sick time, vacation time and seniority. After 52 weeks sick leave and vacation accrual shall end, but seniority shall continue for 48 months and pension credits shall continue to accrue until the employee's normal retirement date.

In Section 5 of the article the Union seeks to increase the 104 weeks mentioned in paragraph A to 48 months. The same change is offered for paragraph C. The Union also seeks a provision to keep the employee and dependent insurance coverage in effect until an individual's normal retirement date. The Union also seeks the deletion of Section 6.

The Employer's last offer of settlement would increase seniority accumulation to 48 months and would also extend the time for which health insurance would be provided from 24 to 48 months.

It is clear that the Union is seeking substantial changes, some of which are much better supported by the evidence than others. Nonetheless, the panel must adopt one or the other last

offer of settlement in its entirety. There can be no picking and choosing between elements of each offer.

Essentially the Employer's position parallels what the police officers acquired in their last Collective Bargaining Agreement. I note that police officers do have the pension service credit sought by the Union. In many areas the Union's offer exceeds the benefits received by any other Township employee.

There is mention in the Employer's brief of the alleged alteration of the issue by the Union when it subsequently included language regarding pension service credit. This was dealt with at the hearing and it was concluded that the Union's alteration was within the parameters of the issue.

The panel recognizes that in general firefighting and related functions define a very hazardous profession. Notwithstanding the potential hazards, the evidence does establish that members of this unit have not experienced frequent serious injury. The record suggests that the most serious injury in three years was a broken leg. Of course, the provisions sought by the Union are to deal with the contingency of serious injury and the potential must always be kept in mind when evaluating these issues.

Portions of the Union's offer are strongly supported by the evidence from the comparable communities. For instance, in the area of medical insurance continuation, all the comparables continue medical insurance until retirement. According to the Union's data, all the comparables continue service credit until retirement. However, the evidence regarding other areas of the

Union's offer is not so convincing. For instance, the comparable communities provide a mix of income continuation. It is not necessary to go through all of the specifics, but it is appropriate to note that Birmingham, Royal Oak, Southfield and Roseville do not participate in Social Security, while Clinton, Southfield, Redford and Dearborn Heights are Act 345. Further, the mix of income continuing provisions vary, but in general terms the average would probably be more favorable than what is currently available to the members of this bargaining unit. The evidence regarding length of seniority is not all that clear. The Union's data shows that at least two of the comparables provide seniority rights until retirement, while another provides rights as long as an employee is receiving benefits. Also, the Union seeks the continuation of all employee and dependent insurance coverage until normal retirement. That request is not by any means clearly supported by the data related to the comparable communities.

So what the panel is presented with is the last offer of settlement by the Employer which would increase the period of health insurance coverage for an employee, spouse and dependents from 24 to 48 months, and increase seniority accrual from 48 months which would equal what the police officers recently received, but would not change the pension service credit accumulation which the police officers do have versus the Union's offer which seeks several changes, as indicated above, some of which are supported by the comparable communities, and some of which the support is not all that clear. Given this choice and keeping in mind other

improvements that the employees will be receiving, the panel is forced to conclude that the improvements offered by the Employer are much more acceptable in light of the Section 9 standards than the broad provisions sought by the Union.

AWARD

The Employer's last offer of settlement is adopted. As will be explained, it is effective on the date of the award.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tommy Kypreos
Union Delegate

(3)
Employer Delegate

improvements that the employees will be receiving, the panel is forced to conclude that the improvements offered by the Employer are much more acceptable in light of the Section 9 standards than the broad provisions sought by the Union.

AWARD

The Employer's last offer of settlement is adopted. As will be explained, it is effective on the date of the award.

Mario Chiesa 7-8-96

Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate

ISSUE - ACTING PAY - ECONOMIC

Currently there is no contract provision providing for acting pay.

The Employer's last offer of settlement is to continue the status quo. The Union's last offer of settlement is to provide the senior firefighter on duty base wages equivalent to a lieutenant in the event there is no officer on duty at the station. No remuneration will be paid if the officer's absence is for less than two hours per shift. If the time exceeds two hours, the senior firefighter will receive compensation at the base rate of lieutenant for the entire duration of the time worked. The offer also provides for a single payment every second pay in March of each year. If adopted, the provision becomes effective on the date of the award.

The evidence establishes that on occasion firefighters must make the initial decisions at a fire scene or a rescue scenario. Oftentimes an officer is not at a station and thus the senior firefighter must fill in. As a result, many times senior firefighters must make the decisions initially made by officers under the circumstances of the various responses. It is clear that firefighters are trained to do so, but nonetheless, the evidence shows that on many occasions they must fill in for lieutenants. The Union argues that its proposal is clearly supported by the evidence from the comparable communities.

The Employer relates that firefighters filling in for officers do not perform a majority of the duties of an officer. Indeed,

the evidence lists about 34 specific items which firefighters do not do which lieutenants do. Most of these relate to the inherent functions of the supervisors. The testimony suggests that when the lieutenant is absent, firefighters follow the established schedule for the day. The Employer maintains that the evidence shows that when in charge of a fire scene, a firefighter is quickly replaced when a captain or other lieutenant arrives. Further, it maintains, and the evidence shows, that firefighters are fully trained in incident command. According to the Employer, there has only been two fire scenes where someone other than a lieutenant was in charge. At one scene there was an oven fire and the officer was sent back, while the other was a structural fire which the homeowner extinguished with a garden hose.

The evidence establishes that lieutenants filling in for captains do not receive acting pay and, further, when a lieutenant is probationary, he receives only one-half of the pay difference for the first six months.

The evidence regarding the provisions in the comparable communities contains an array of information. For instance, Royal Oak and Birmingham do not provide acting pay. In Birmingham it appears that officers are hired for officers. Communities such as Shelby Township and West Bloomfield Township have four-hour provisions. This means that in general an individual must work as an officer for at least four hours, or perhaps more than four hours before they receive acting pay. Southfield seems to have a provision which pays acting pay after 12 hours. Others, such as

Canton, Clinton and Roseville, provide acting pay after two hours are worked, although it is not unusual to revert back to all time worked. It appears that Dearborn Heights and Redford Township provide acting pay from the first hour worked. Certainly, when analyzed, the evidence establishes that acting pay is a very common benefit of the comparable communities. However, not all of them have as beneficial a formula as the Union is seeking.

Nonetheless, and notwithstanding the arguments raised by the Employer and the evidence supporting its position, the panel is convinced that an application of the Section 9 criteria requires adoption of the Union's last offer. If a firefighter is working as a lieutenant, or even performing a portion of a lieutenant's functions, it makes sense that he/she should be compensated at a higher rate. Notwithstanding the fact that the senior firefighter may not be performing all of the lieutenant's duties, he/she is performing some of the lieutenant's duties and, according to the record, is responsible under the threat of discipline to insure that those functions are fulfilled. While it is true that a probationary lieutenant receives half of the increase for the first six months, it is also true that the Union's offer does not provide for acting pay from the first hour. In other words, the Employer has the opportunity to alter the situation if it wishes. Although it may be more expensive, it could call an officer in if it so chooses.

The data regarding the comparable communities shows that acting pay is a very common benefit. Furthermore, given the fact

that the Union seeks to implement the provision at the date of the award, there will be no retroactive cost ramifications.

In summary, the record convinces the panel that the Union's last offer of settlement should be adopted.

AWARD

The panel adopts the Union's last offer of settlement. The proposal will be effective on the date of the award.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tony Koppa
Union Delegate

(S) disanto
Employer Delegate

that the Union seeks to implement the provision at the date of the award, there will be no retroactive cost ramifications.

In summary, the record convinces the panel that the Union's last offer of settlement should be adopted.

AWARD

The panel adopts the Union's last offer of settlement. The proposal will be effective on the date of the award.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

CS)
Union Delegate

Joseph W. Fremont
Employer Delegate,
DISSENTING

ISSUE - RETROACTIVITY BENEFITS - ECONOMIC

While some may perceive that this issue is a moot point, a last offer of settlement was presented, so it should be addressed. Essentially the Employer's position is that the effective change for all fringe benefits, whether proposed by the Union or the Township, shall be the date of the award. The panel construes this to mean that the fringe benefits specifically referenced in this decision shall be changed, if changed, at the date of the award. To take this further, the panel interprets this proposal to mean that those fringe benefits, wherein the effective date of the change was not part of the proposal, and as I recall there was only one such benefit, shall become effective at the date of the award.

It appears from the record that the only issue to be affected by this proposal would be the Duty Disability - Work Connected Injury or Illness issue. The change in that issue shall be effective at the date of the award. All other resolutions which do not contain a specific reference to their effective date shall also be effective at the date of the award.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

Tommy Hayes
Union Delegate

(S)
Employer Delegate

ISSUE - RETROACTIVITY BENEFITS - ECONOMIC

While some may perceive that this issue is a moot point, a last offer of settlement was presented, so it should be addressed. Essentially the Employer's position is that the effective change for all fringe benefits, whether proposed by the Union or the Township, shall be the date of the award. The panel construes this to mean that the fringe benefits specifically referenced in this decision shall be changed, if changed, at the date of the award. To take this further, the panel interprets this proposal to mean that those fringe benefits, wherein the effective date of the change was not part of the proposal, and as I recall there was only one such benefit, shall become effective at the date of the award.

It appears from the record that the only issue to be affected by this proposal would be the Duty Disability - Work Connected Injury or Illness issue. The change in that issue shall be effective at the date of the award. All other resolutions which do not contain a specific reference to their effective date shall also be effective at the date of the award.

Mario Chiesa 7-8-96
Mario Chiesa
Chairperson

(S)
Union Delegate

Joseph W. Fremont
Employer Delegate

LAST OFFERS OF SETTLEMENT

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LABOR

LOCAL 3045
BLOOMFIELD TOWNSHIP PROFESSIONAL
FIREFIGHTERS,

Union

Case Number
D93 A-0139
Act 312

- and -

BLOOMFIELD TOWNSHIP,

Employer

BLOOMFIELD TOWNSHIP FINAL OFFERS

VAN SUILICHEM & BROWN, P.C.
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1. UNION ISSUE - WAGES 1993

BLOOMFIELD TOWNSHIP FINAL OFFER

WAGES - 1993

ARTICLE X

WAGES

Final Offer:

Attached hereto as Appendix "A" is the wage schedule for employees covered by this Agreement, which has been agreed upon by the parties and is made a part of this Agreement.

The general wage scale for all bargaining unit members shall be adjusted as follows:¹

April 1, 1993 3%

Appendix "A" shall read as follows:

April 1, 1993 - April 1, 1994¹

<u>Classification</u>	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Class A</u>
FIREFIGHTER	19,055.00	33,499.63	35,482.15	37,464.71	39,447.25
BEMT/CERT.F.S.		33,678.51	35,839.87	38,001.21	40,214.90
ASSOC.F.S.		33,849.59	36,182.11	38,514.64	40,982.55
AEMT/B.S.F.S.		34,020.69	36,524.28	39,027.83	41,750.20

¹ Retroactivity of this wage increase is to be decided as a separate issue by the Panel. See Employer issue No. 2 on pages 12-13.

1. UNION ISSUE - WAGES 1994

BLOOMFIELD TOWNSHIP FINAL OFFER

WAGES - 1994

ARTICLE X

WAGES

Final Offer:

Attached hereto as Appendix "A" is the wage schedule for employees covered by this Agreement, which has been agreed upon by the parties and is made a part of this Agreement.

The general wage scale for all bargaining unit members shall be adjusted as follows:²

April 1, 1994

3%

Appendix "A" shall read as follows:

April 1, 1994 - April 1, 1995²

<u>Classification</u>	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Class A</u>
FIREFIGHTER	19,626.65	34,504.62	36,546.61	38,588.65	40,630.67
BEMT/CERT.F.S.		34,688.87	36,915.07	39,141.25	41,421.35
ASSOC.F.S.		34,865.08	37,267.57	39,670.08	42,212.03
AEMT/B.S.F.S.		35,041.31	37,620.01	40,198.66	43,002.71

² Retroactivity of this wage increase is to be decided as a separate issue by the Panel. See Employer issue No. 2 on pages 12-13.

1. UNION ISSUE - WAGES 1995

BLOOMFIELD TOWNSHIP FINAL OFFER

WAGES - 1995

ARTICLE X

WAGES

Final Offer:

Attached hereto as Appendix "A" is the wage schedule for employees covered by this Agreement, which has been agreed upon by the parties and is made a part of this Agreement.

The general wage scale for all bargaining unit members shall be adjusted as follows:³

April 1, 1995 3%

Appendix "A" shall read as follows:

April 1, 1995 - April 1, 1996³

<u>Classification</u>	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Class A</u>
FIREFIGHTER	20,215.45	35,539.76	37,643.01	39,746.31	41,849.59
BEMT/CERT.F.S.		35,729.54	38,022.52	40,315.49	42,663.99
ASSOC.F.S.		35,911.03	38,385.60	40,860.18	43,478.39
AEMT/B.S.F.S.		36,092.55	38,748.61	41,404.62	44,292.79

³ Retroactivity of this wage increase is to be decided as a separate issue by the Panel. See Employer issue No. 2 on pages 12-13.

2. UNION ISSUE - PENSION RETIREMENT AGE

BLOOMFIELD TOWNSHIP FINAL OFFER - RETIREMENT AGE

ARTICLE XVI

PENSION

Final Offer:

Add underlined language to the current provision:

During the period of this Agreement, the terms of the existing Connecticut General pension program shall continue in effect except that beginning April 1, 1990, the base wage average multiplier shall be 2.50%. Final average compensation to be computed on a member's last four (4) May 1st earnings and shall include base wages and longevity pay.* The retirement age for bargaining unit members retiring on or after [the date Act 312 Award] shall be 52.

*Effective 08-01-90.

3. UNION ISSUE - DUTY DISABILITY

BLOOMFIELD TOWNSHIP FINAL OFFER - DUTY DISABILITY

ARTICLE XXIII

WORK CONNECTED INJURY OR ILLNESS

Final Offer:

Amend Section 4 of Article XXIII to read as follows:

SECTION 4 - Payment for Time off

If the injury or illness is deemed compensable by the Township's Workers' Compensation Company, the employee shall be paid directly by the Township in the following manner:

- A. An employee off work due to an injury or illness deemed compensable by the Workmen's Compensation Commission, shall be paid by the Township his regular normal salary. Payment of the regular normal salary shall continue until the employee returns to work, or has been paid a total of twenty-six (26) weeks normal salary, whichever occurs first. Payment will be subject to the following conditions:
 - 1. All normal payroll deductions will be made from each check issued by the Township.
 - 2. Any payments received by the employee from the insurance company shall be endorsed to, and returned to, the Township. When notification is received by the Township that the employee has received a payment from the insurance company, and if such payment has not been returned to the Township, the amount of the payment shall be deducted from the employee's next Township paycheck. Deductions will continue until all insurance payments are recovered by the Township.
 - 3. No deductions shall be made from the employee's Sick Leave or Annual Leave accumulations to cover payments from the Township.
- B. An employee unable to return to work within the twenty-six (26) week period described in Section 4-A, shall no longer receive regular normal salary payments from the Township, nor any accrued sick time or vacation. Seniority shall

continue to accrue for 48 months. The employee shall be eligible to receive 66 2/3% of normal salary from the following sources:

1. Workmen's Compensation Insurance - payments made by the Insurance Company under provisions of the Workmen's Compensation Act, shall remain with the employee.
 2. Social Security - after an employee is disabled for six months (twenty-six weeks) he may be eligible for Social Security benefits. Application for benefits must be made at a Social Security Administration office by the employee.
 3. Connecticut General Life Insurance Company - if payments from Workmen's Compensation Insurance and the Social Security Administration do not total 66 2/3% of the employee's regular normal salary, the employee should apply to Connecticut General Life Insurance Company for long term disability payments. Payments from Connecticut General will be 66 2/3% of regular normal salary less any amounts received from Workmen's Compensation Insurance and Social Security.
- C. Any employee injured by a work related injury or illness deemed compensable by the Township's Workmen's Compensation Company shall continue to receive their pre-injury medical benefits for forty-eight (48) months. In addition, medical benefits shall continue for the employee's spouse and dependent children for forty-eight (48) months.

SECTION 5 - Termination of Employment While Disabled

- A. Under this Article, any employee who does not return to work within six (6) months after the onset of a disability shall submit to the Township, a written statement from the employee's attending physician stating: diagnostic evaluation of the disability, treatment/medication, prognosis for recovery, length of recovery, and any other information requested by the Fire Chief. Based upon the attending physician's evaluation, the time period for returning to work shall be extended to forty-eight (48) months.
- B. Notwithstanding "A" above, any employee who does not return to work without restrictions shall submit from the attending physician a progress report periodically as requested by the Fire Chief.
- C. Under this Article an employee unable to return to work within forty-eight (48) months of any injury or illness shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township.
- D. A written notice of termination, and date of termination, shall be signed by the Fire Chief and the Township Supervisor and delivered to the employee.
- E. All employee and dependent insurance coverage shall cease on the date of termination (except as may be specified in other Sections of this Contract).

- F. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
- G. Payment in full for all unused accumulated Sick Leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.

SECTION 6 - Death While Disabled

If an employee dies while disabled under the Workmen's Compensation Act and within 48 months of the compensable injury, the employee's designated beneficiary shall receive the following:

- A. Payment for the face amount of the employee's life insurance policy carried by the Township.
- B. Payment in full for accumulated vacation time, and full pay for all unused accumulated sick leave as described in Section 5.

4. UNION ISSUE - PERSONAL LEAVE

BLOOMFIELD TOWNSHIP FINAL OFFER - PERSONAL LEAVE

Current (Labor Contract, p. 57):

ARTICLE XXV

PERSONAL LEAVE

- A. During each year of this Agreement, day personnel may use three (3) days accumulated sick leave time as personal leave days and a unit firefighter may use 36 hours of his accumulated sick leave time as personal leave days. The personal days are not cumulative from year to year and shall be taken in four (4) hour minimum increments.
- B. The Fire Chief may approve Personal leave beyond the thirty-six (36) hour limit for employees to attend classes for continued education. Personal leave for attending educational courses approved by the Fire Chief may be used in any necessary increments. If the employee's balance of personal leave time is less than eight (8) hours, the remaining balance must be used at one time. Personal leave time shall only be allowed in full hour increments. Partial hours beyond the minimum of one hour shall be accelerated to the next hour. Personal leave can only be used with the prior approval of the Fire Chief or Officer in Charge of the unit.

Final Offer:

Status Quo.

5. UNION ISSUE - GRIEVANCES

BLOOMFIELD TOWNSHIP FINAL OFFER

GRIEVANCES FILED APRIL 8, 1993 TO DATE OF AWARD

Current:

The Grievance Arbitration procedure terminated when the Labor Agreement expired. The Township has offered to negotiate with the Union concerning any and all grievances but has not agree to submit grievances to arbitration.

Final Offer:

Status Quo.

6. UNION ISSUE - CONTRACT TERMINATION

BLOOMFIELD TOWNSHIP FINAL OFFER - CONTRACT TERMINATION
PROVISION

Current (Labor Contract p. 78):

ARTICLE XXXIX

TERMINATION

This Agreement shall be effective as of the date of signing, and shall remain in full force and effect until the 31st day of March, 1993. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date of this Agreement.

Final Offer:

Status Quo, but with new agreed upon termination date of March 31, 1996.

7. UNION ISSUE - UNION SECURITY

BLOOMFIELD TOWNSHIP FINAL OFFER - CHECK-OFF

Current (Labor Contract, p. 76):

ARTICLE XXXVII

CHECK-OFF

SECTION 1

The Employer agrees that it will require, as a condition of employment, that all employees in the bargaining unit pay to the Union a service fee equivalent to the amount of dues uniformly required of all members. This provision shall take effect at the end of the employees probationary period. It shall not prevent an employee from voluntarily joining the Union and authorizing payment of dues following the completion of six (6) months of employment.

The Employer agrees to deduct the service fee or Union membership dues, each pay from the pay of those employees who individually request, in writing that such deduction be made.

In consideration of Bloomfield Township providing this deduction service, the Union agrees to hold the Township harmless against any and all claims, demands, law suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing this deduction service.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the Township for other than Union activity.

Final Offer:

Status Quo.

8. UNION ISSUE - ACTING PAY

BLOOMFIELD TOWNSHIP FINAL OFFER

ACTING PAY

Current:

No contract provision.

Final Offer:

Status Quo.

1. TOWNSHIP ISSUE - WAGES

BLOOMFIELD TOWNSHIP FINAL OFFERS - WAGES

See pages 1-3

2. TOWNSHIP ISSUE - RETROACTIVITY WAGES 1993

BLOOMFIELD TOWNSHIP FINAL OFFER - RETROACTIVITY: 1993 WAGE
INCREASE

Final Offer:

The April 1, 1993 - April 1, 1994, 3% wage increase will not be retroactive.

2. TOWNSHIP ISSUE - RETROACTIVITY WAGES 1994

BLOOMFIELD TOWNSHIP FINAL OFFER - RETROACTIVITY: 1994 WAGE
INCREASE

Final Offer:

The April 1, 1994 - April 1, 1995, 3% wage increase will not be retroactive.

2. TOWNSHIP ISSUE - RETROACTIVITY WAGES 1995

BLOOMFIELD TOWNSHIP FINAL OFFER - RETROACTIVITY: 1995 WAGE
INCREASE

Final Offer:

The April 1, 1995 - April 1, 1996, 3% wage increase shall not be retroactive.

2. TOWNSHIP ISSUE - RETROACTIVITY FRINGE BENEFITS

BLOOMFIELD TOWNSHIP FINAL OFFER - RETROACTIVITY: FRINGE BENEFIT
AWARDS

Final Offer:

The effective date for all changes in any fringe benefits whether proposed by the Union or the Township shall be the date of the Award.

3. TOWNSHIP ISSUE - VACATION SCHEDULING

BLOOMFIELD TOWNSHIP FINAL OFFER - VACATION SCHEDULING

Current (Labor Contract, p. 34):

ARTICLE XV

VACATION

SECTION 5.

Four firefighters, including Command Officers, may be on vacation per unit on the same work day if:

- A. The unit will not be short unit personnel;
- B. A minimum of six (6) AEMT's are on duty.
Firefighters' vacation may be scheduled as follows:
Two (2) scheduled vacation and two (2) odd days, one (1) scheduled vacation and three (3) odd days or four (4) odd day vacations.

Final Offer:

SECTION 5:

The Township will determine the minimum running schedules necessary for operation of the Department and may limit the number of personnel granted vacation leave at any given time.

- A. Vacation leave shall be reasonably granted.
- B. The Township will allow a minimum of two (2) personnel off on vacation.

4. TOWNSHIP ISSUE - LONGEVITY NEW HIRES

BLOOMFIELD TOWNSHIP FINAL OFFER - LONGEVITY - NEW HIRES

ARTICLE XIII

LONGEVITY SERVICE INCREMENT

Final Offer:

Add to Article XIII:

Any employee hired after [date of Act 312 Award] will not be eligible for longevity pay.

5. TOWNSHIP ISSUE - HEALTH INSURANCE CO-PAYS AND DEDUCTIBLES

BLOOMFIELD TOWNSHIP FINAL OFFER - HOSPITALIZATION - CO-PAY AND DEDUCTIBLES

ARTICLE XIX

HOSPITALIZATION

Final Offer:

Add to article XIX:

Effective [date of the Act 312 Award], insurance shall include deductibles of 200/600/750.
Effective [date of the Act 312 Award], employees shall have an 80/20 co-pay.

6. TOWNSHIP ISSUE - HEALTH INSURANCE - EMPLOYEE CONTRIBUTION

BLOOMFIELD TOWNSHIP FINAL OFFER
HOSPITALIZATION - EMPLOYEE CONTRIBUTION

ARTICLE XIX

HOSPITALIZATION

Final Offer:

Add to Article XIX:

Medical Cost Share Provisions:

Effective with the date of the Award, in the event of future increases in hospital-medical-surgical insurance premiums/costs, the increase will be shared between the employee and the Township (90% of increase to be paid by the Township; 10% of increase to be paid by the employee) beginning [date of Act 312 Award] based upon the premium/cost increase (if any) from calendar year 1995 and recalculated annually thereafter. The employee's share will be deducted from their pay each pay period. Each employee's cost will be based on their individual coverage. The employer agrees to give the Union access to data such as billings, premium/cost increases.

6. TOWNSHIP ISSUE - HEALTH INSURANCE - RETIREE CONTRIBUTION

BLOOMFIELD TOWNSHIP FINAL OFFER
HOSPITALIZATION - RETIREE CONTRIBUTION

ARTICLE XIX

HOSPITALIZATION

Final Offer:

Add to Article XIX:

A retiree/spouse who is covered by retiree health insurance through an employee who retires on or after [the date of the Act 312 Award] shall pay 5% of the cost of retiree health insurance until that retiree and spouse reach age 65, not to exceed \$500.00 per year. The retiree health insurance contribution shall be due the first day of each month. If a retiree/spouse is three (3) months in arrears in making his/her payment, the Township may terminate the health insurance subject to reinstatement on the first day of the next month when the retiree/spouse pays the full arrearage.

The monthly health insurance payment shall be based on the prior fiscal year (April 1 to March 31) and shall be determined by using the following formula: the premiums paid during that fiscal year plus/minus the experience rating for that fiscal year. This dollar amount shall be multiplied by 5% and then divided by 12 months. This calculation shall be made as soon as practicable after the end of the fiscal year.

7. TOWNSHIP ISSUE - PENSION CAP

BLOOMFIELD TOWNSHIP FINAL OFFER - PENSION CAP

ARTICLE XVI

PENSION

Final Offer:

Add underlined language to the current provision:

During the period of this Agreement, the terms of the existing Connecticut General pension program shall continue in effect, except that beginning April 1, 1990, the base wage average multiplier shall be 2.50%. Final average compensation to be computed on a member's last four (4) May 1st earnings and shall include base wages and longevity pay.* Retirement benefits shall not exceed 80% of FAC

* EFFECTIVE 8-1-90

8. TOWNSHIP ISSUE - PENSION CONTRIBUTION

BLOOMFIELD TOWNSHIP FINAL OFFER - PENSION EMPLOYEE CONTRIBUTION

ARTICLE XVI

PENSION

Final Offer:

Add underlined language to the current provision:

During the period of this Agreement, the terms of the existing Connecticut General pension program shall continue in effect, except that beginning April 1, 1990, the base wage average multiplier shall be 2.50%. Final average compensation to be computed on a member's last four (4) May 1st earnings and shall include base wages and longevity pay.* Bargaining Unit Members shall contribute 2% of base wages and longevity to offset the cost of the retirement plan to the Employer

* Effective 8-1-90

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION PROCEEDING
BEFORE MARIO CHIESA, CHAIRMAN
JOSEPH FREMONT, TOWNSHIP DELEGATE
TONY KREPPS, UNION DELEGATE

IN THE MATTER OF:

BLOOMFIELD TOWNSHIP,

EMPLOYER,

-AND-

CASE No. D93 A-139

LOCAL 3045, BLOOMFIELD TOWNSHIP
ASSOCIATION OF PROFESSIONAL
FIREFIGHTERS,

UNION.

UNION'S LAST OFFERS OF SETTLEMENT

The Union respectfully submits its Last Offers of Settlement in this matter. The Union's Last Offers on the following issues are attached.

1. Wages
2. Pension
3. Duty Disability
4. Contract Termination
5. Union Security - Dues Check-Off
6. Personal Leave
7. Acting Pay
8. Grievances

The Union reserves the right to file a replication to the Township's Last Offers of Settlement.

GREGORY, MOORE, JEAKLE, HEINEN,
ELLISON & BROOKS, P.C.

BY 
GORDON A. GREGORY

BY 
WILLIAM G. SCHIMMEL

Attorneys for the Union
3727 Cadillac Tower
65 Cadillac Square
Detroit, MI 48226
(313) 964-5600

DATED: January 4, 1996

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE XXXIX

TERMINATION

PROPOSED:

Section 1. Duration

This Agreement shall be effective the first day of April, 1993 and shall remain in force and effect to and including March 31, 1996.

Section 2. Future Negotiations

The Township and the Union agree that commencing not later than January 1, 1996, the parties will undertake negotiations for a new agreement for a succeeding period.

Section 3. Extension

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, or an interest arbitration award establishing a new contract.

EFFECTIVE DATE: April 1, 1993

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE X

WAGES

PROPOSED:

Section A:

Attached hereto as Appendix "A" is the wage schedule for employees covered by this Agreement, which is made a part of this Agreement.

The general wage scale for all bargaining unit members shall be increased, fully retroactive to the date and in the amounts as follows:

<u>April 1, 1993</u>	<u>3%</u>
<u>April 1, 1994</u>	<u>3%</u>
<u>April 1, 1995</u>	<u>4%</u>

APPENDIX A

APRIL 1993-1994

3%

<u>Classification</u>	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Class A</u>
FIREFIGHTER	19,055	33,499.63	35,482.15	37,464.71	39,447.25
BEMT/CERT. F.S.		33,678.51	35,839.87	38,001.21	40,214.90
ASSOC. F.S.		33,849.59	36,182.11	38,514.64	40,982.55
AEMT/B.S.F.S.		34,020.69	36,524.28	39,027.83	41,750.20

APRIL 1994-1995

3%

<u>Classification</u>	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Class A</u>
FIREFIGHTER	19,626.65	34,504.62	36,546.61	38,588.65	40,630.67
BEMT/CERT. F.S.		34,688.87	36,915.07	39,141.25	41,421.35
ASSOC. F.S.		34,865.08	37,267.57	39,670.08	42,212.03
AEMT/B.S.F.S.		35,041.31	37,620.01	40,198.66	43,002.71

APRIL 1995-1996

4%

<u>Classification</u>	<u>Start</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Class A</u>
FIREFIGHTER	20,411.71	35,884.80	38,008.47	40,132.20	42,255.90
BEMT/CERT. F.S.		36,076.42	38,391.67	40,706.90	43,078.20
ASSOC. F.S.		36,259.68	38,758.27	41,256.88	43,900.51
AEMT/B.S.F.S.		36,442.96	39,124.81	41,806.61	44,722.82

EFFECTIVE DATE: For each year, 1993, 1994 and 1995, April 1.

N.B. As stipulated to the Panel, the above last offers are separate for each year of the contract.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE XVI

PENSION

PROPOSED:

Section A:

During the period of this Agreement, the terms of the existing Connecticut General pension program shall continue in effect, except that beginning April 1, 1990, the base wage average multiplier shall be 2.50%. Final average compensation to be computed on a member's last four (4) May 1st earnings and shall include base wages and longevity pay.*

Section B: (New)

A member shall be eligible to retire with full benefits after twenty-five (25) years of service or attaining the age of fifty-two (52) years.

*Effective 8-1-90.

EFFECTIVE DATE: Date of Act 312 Award

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE XXIII, SECTION 4

WORK CONNECTED INJURY AND ILLNESS

PROPOSED:

Section 4 - Payment for Time Off

If the injury or illness is deemed compensable by the Township's Workers' Compensation Company, the employee shall be paid directly by the Township in the following manner:

- A. An employee off work due to an injury or illness deemed compensable by the Workmen's Compensation Commission, shall be paid by the Township his regular normal salary. Payment of the regular normal salary continue until the employee returns to work, or has been paid a total of fifty-two (52) weeks normal salary, whichever occurs first. Payment will be subject to the following conditions:
 1. All normal payroll deductions will be made from each check issued by the Township.
 2. Any payments received by the employee from the insurance company shall be endorsed to, and returned to, the Township. When notification is received by the Township that the employee has received a payment from the insurance company, and if such payment has not been returned to the Township, the amount of the payment shall be deducted from the employee's next Township paycheck. Deductions will continue until all insurance payments are recovered by the Township.
 3. No deductions shall be made from the employee's Sick Leave or Annual Leave accumulations to cover payments from the Township.
- B. An employee unable to return to work within the fifty two (52) week period described in Section 4-A, shall no longer receive regular normal salary payments from the Township, ~~nor any accrued sick time, vacation or seniority.~~ However, the employee shall be eligible to receive 66 2/3% of normal salary from the following sources:

1. Workers' Compensation Insurance - payments made by the Insurance Company under provisions of the Workers' Compensation Act, shall remain with the employee.
2. Social Security - after an employee is disabled for fifty-two (52) weeks he may be eligible for Social Security benefits. Application for benefits must be made at a Social Security Administration office by the employee.
3. UNUM Life Insurance Company - if payments from Workers' Compensation Insurance and the Social Security Administration do not total 66 2/3% of the employee's regular normal salary, the employee should apply to UNUM Life Insurance Company for long term disability payments. Payments from UNUM will be 66 2/3% of regular normal salary less any amounts received from Workmen's Compensation Insurance and Social Security.

SECTION 4 C: (New)

Any employee who sustains a work related injury or illness deemed compensable by workers' compensation shall continue to receive all pre-injury insurance benefits until their normal retirement date. In addition, such benefits shall continue for the employee's spouse and dependent children.

SECTION 4 D: (New)

For a period of fifty-two (52) weeks, the injured or ill employee shall accrue sick time, vacation time, and seniority. After 52 weeks, sick time and vacation accrual shall end, but seniority shall continue for 48 months, and pension credited service shall continue to accrue until the employee's normal retirement date. Credited Service is defined from employment date to the earlier of the date the Participant is no longer considered disabled or Normal Retirement Date. Final Earnings equals the Rate of Earnings immediately prior to disablement adjusted by increases negotiated for that job classification between the date of disablement and the earlier of the date the Participant is no longer disabled or the Normal Retirement Date.

ARTICLE XXIII, SECTION 5

WORK CONNECTED INJURY AND ILLNESS

PROPOSED:

Section 5 - Termination of Employment While Disabled

- A. Under this Article, any employee who does not return to work within six (6) months after the onset of a disability shall submit to the Township, a written statement from the employee's attending physician stating: diagnostic evaluation of the disability, treatment/medication, prognosis for recovery, length of recovery, and any other information requested by the Fire Chief. Based upon the attending physician's evaluation, the time period for returning to work shall be extended to forty-eight (48) months.
- B. Notwithstanding "A" above, any employee who does not return to work without restrictions shall submit from the attending physician a progress report periodically as requested by the Fire Chief.
- C. Under this Article an employee unable to return to work within forty-eight (48) months of any injury or illness shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township.
- D. A written notice of termination, and date of termination shall be signed by the Fire Chief and the Township Supervisor and delivered to the employee.
- E. All employee and dependent insurance coverages shall continue until the normal retirement date of the employee.
- F. Payment in full for all unused accumulated sick leave and vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of the injury or illness.
- G. ~~Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.~~

ARTICLE XXIII, SECTION 6

WORK CONNECTED INJURY AND ILLNESS

PROPOSED:

Delete Section 6

EFFECTIVE DATE: Date of Act 312 Award

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE X

**WAGES
(ACTING PAY)**

PROPOSED NEW SECTION:

In the event that there is no officer on duty at a station, the Township shall pay the senior fire fighter on duty base wages equivalent to a lieutenant. No remuneration shall be paid if said hours are less than two (2) per shift. However, if said time exceeds the two (2) hour limitation, the employee shall receive compensation at the base rate of lieutenant for the entire duration of time worked.

The Township shall keep record of all hours worked by employees "acting in higher rank" and pay one payment for all hours worked for each employee every second pay in March of each year.

EFFECTIVE DATE: Date of Act 312 Award

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE XXV

PERSONAL LEAVE

PROPOSED:

SECTION A.

During each year of this Agreement, day personnel shall be granted three (3) days as personal leave days, and a unit firefighter shall be granted 36 hours as personal leave. Personal leave time shall be exclusive of sick leave or other leave time. The personal days are not cumulative from year to year and shall be taken in four (4) hour minimum increments.

SECTION B.

The Fire Chief may approve Personal leave beyond the thirty-six (36) hour limit for employees to attend classes for continued education. . . .

EFFECTIVE DATE: Date of Act 312 Award

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE XXXVII

CHECK-OFF

PROPOSED:

Section 1

The Employer agrees that it will require, as a condition of employment, that all employees who are not members of the Union pay to the Union a service fee equivalent to the amount of dues uniformly required of all members. This provision shall take effect within thirty (30) calendar days of employment or the effective date of this Agreement, whichever is later. It shall not prevent an employee from voluntarily joining the Union and authorizing payment of dues at the time of employment.

Section 2

The Employer agrees to deduct the service fee or Union membership dues, from each pay of those employees who individually request, in writing, that such deduction be made.

Section 3

The Union agrees to hold the Township harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing this deduction service.

Section 4

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours

of employment, and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the Township for other than Union activity or other activity protected by statute.

EFFECTIVE DATE: Date of Act 312 Award

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

ARTICLE V

GRIEVANCE-ARBITRATION PROCEDURE

PROPOSED:

The Panel is requested to award as follows with respect to outstanding grievances:

1. That the parties be directed to meet and confer in good faith for the purpose of attempting to resolve informally all outstanding grievances.
2. That any unresolved grievances may be submitted to arbitration in accordance with Article V, Section 1, Step IV of the prior collective bargaining agreement.
3. That Panel's award is without prejudice to the position of either party regarding issues of arbitrability or the merits of any grievance.
4. Since a contract amendment is not necessary, the Panel's award on this issue should be in the form of a separate order. (See Section 8. of Act No. 312).

EFFECTIVE DATE: Retroactive to April 1, 1993

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION PROCEEDING
BEFORE MARIO CHIESA, CHAIRMAN
JOSEPH FREMONT, TOWNSHIP DELEGATE
TONY KREPPS, UNION DELEGATE

IN THE MATTER OF:

BLOOMFIELD TOWNSHIP,

EMPLOYER,

-AND-

CASE No. D93 A-139

LOCAL 3045, BLOOMFIELD TOWNSHIP
ASSOCIATION OF PROFESSIONAL
FIREFIGHTERS,

UNION.

UNION'S RESPONSE TO EMPLOYER ISSUES

The Employer stipulated that the following constitute its issues in dispute.

1. Wages
2. Retroactivity
3. Pension - Cap
4. Pension - Contribution
5. Health Insurance
6. Health Insurance - Retiree Co-pay
7. Longevity
8. Vacation

Albeit the Employer's last offers are not known at this time, it is anticipated that most will replicate the position it presented at the arbitration hearing. Accordingly, the Union submits the following last offers of settlement as to the Employer's issues. The Union, subject to Panel approval, reserves the right to respond to Employer last offers which vary from its on-the-record position.

GREGORY, MOORE, JEAKLE, HEINEN,
ELLISON & BROOKS, P.C.

BY 
GORDON A. GREGORY

BY 
WILLIAM G. SCHIMMEL

Attorneys for the Union
3727 Cadillac Tower
65 Cadillac Square
Detroit, MI 48226
(313) 964-5600

DATED: January 4, 1996

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

ARTICLE X

WAGES

PROPOSED:

Wage Increases (effective date and retroactive):

4/1/93	3%
4/1/94	3%
4/1/95	4%

UNION POSITION

The Union accepts the Township's proposed wage increases with retroactivity.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

RETROACTIVITY

PROPOSED:

No retroactivity as to wages.

UNION POSITION

The Union alleges that wages must be fully retroactive.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

ARTICLE XVI

PENSION

PROPOSED:

The Township proposes that retirement benefits not exceed 80% of FAC.

UNION POSITION

The Union conditionally accepts the Township's proposed cap on retirement benefits if, and only if, the Panel awards the Union its last offer of settlement on Article XVI - Retirement after 25 years of service or attaining the age of 52. If granted on these terms, the effective date would be the date of the Award.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

HEALTH INSURANCE

PROPOSED:

The Township proposes an increase in deductibles and co-pays.

UNION POSITION

The Union alleges that the status quo should be maintained without a reduction in employee total compensation.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

HEALTH INSURANCE

PROPOSED:

The Township proposes a 5% co-pay on health insurance premiums for retirees.

UNION POSITION

The Union alleges that the status quo should be maintained, and that retirees should not be penalized.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

ARTICLE XIII

LONGEVITY

PROPOSED:

The Township proposes that new hires not be eligible to receive longevity payments.

UNION POSITION

The Union states that the status quo should be maintained, and opposes a two tier system of benefits.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

ARTICLE XVI

PENSION

PROPOSED:

The Township proposes an increase in pension contribution to 5% or more.

UNION POSITION

The Union alleges that the status quo should be maintained without a reduction in employee total compensation.

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, LOCAL 3045

LAST OFFER OF SETTLEMENT

TOWNSHIP ISSUE

ARTICLE XV

VACATION

PROPOSED:

The Township proposes a change in vacation scheduling.

UNION POSITION

The Union states that the status quo should be maintained because of pending grievances on this issue. Moreover, the current contract provision is adequate if administered in accordance with its terms and intent.

TENTATIVE AGREEMENTS

Van Suilichem & Brown, P.C.

Employment Law Advisors to Management
525 North Woodward Ave.
Suite 1000
Bloomfield Hills, Michigan 48304-2969

(810) 642-0900
FAX: (810) 642-7123

Malcolm D. Brown

Direct Dial (810) 642-5839

January 26, 1996

Mr. Mario Chiesa
428 N. Gulley Road
Dearborn, MI 48128-1501

Re: Bloomfield Township -and- Bloomfield Township Association
of Professional Firefighters, Local 3045
Act 312 Case No. D93 A-139

Dear Mr. Chiesa:

Please find enclosed herewith copies of the tentative agreements reached by the parties in the above matter.

Sincerely,

Malcolm D. Brown

141.010:COR:MDB09293.DOC:jh

Enclosure

cc: Joseph Fremont
Tony Krepps
Gordon Gregory

COPY

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIREFIGHTERS, LOCAL 3045

The parties agree to change Article XXIV, section 5 to read as follows:

ARTICLE XXIV - SICK LEAVE, SECTION 5, ITEM (ENTIRE SECTION):

SECTION 5 - Payment for Unused Accumulated Sick Leave

A. Payment while still a Township employee:

1. The number of unused Sick Leave hours in each employee's Sick Leave accumulation shall be recorded as of the pay period in which the last pay check is received in November of each fiscal year. Each unit employee having more than 1120 hours (800 for day employee) shall have a choice of:
 - a. Unit employees may receive one-half (1/2) pay, in cash, for Sick Leave in excess of 1120 hours up to a maximum of 336 hours per year. day employees may receive one-half (1/2) pay, in cash, for Sick Leave in excess of 800 hours up to a maximum of 240 hours per year.
 1. All employees must fill out a form provided by the Chief's office if an employee wishes to cash in any accumulated Sick Leave. There will be no automatic Sick Leave pay-off on an annual basis.
 - b. The right to keep the hours in excess of those enumerated in Section 5 (a)(1).
 - c. Upon retirement or death, employee will be paid one-half (1/2) pay for all of his/her unused accumulated Sick Leave up to 1456 hours or 1040 hours for day personnel.
 1. Payment shall be made at the rate the employee is earning at the time of separation.
 - d. All accumulated Sick Leave hours will be indicated on an employee's check. An employee on short or long term illness will be advised of his/her Sick Leave status upon request.

DATED: 12/22/95, 1995

[Signature]
Employer Representative

DATED: 12/21/95, 1995

[Signature]
Union Representative

Article XXIV - Sick Leave, Section 11 A:

COPY

- A. If an employee is unable to return to work within 104 weeks from the date of commencement of any illness or non-service connected disability, he/she will be considered permanently disabled and separated from township service. The employee shall have the right to appeal, in writing, his/her separation to the Township Board within two weeks of his/her separation.

DATED: 12/22/95, 1995

Leo J. Chao
Employer Representative

DATED: 12/21/95, 1995

Duke L. Berry
Union Representative

● COPY

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIREFIGHTERS, LOCAL 3045

The parties agree to change Article XXXII, Section 2 to read:

SECTION 2

For the firefighters hired prior to April 1, 1983, only, the Township, through fiscal year ~~1993-96~~, will reimburse one-half (1/2) the cost of formal education beyond a Fire Service Certificate or the equivalent in Emergency Medical Technology. Tuition reimbursements are contingent on the completion of the class and earning a "C grade. The employee must furnish the Fire Chief with copies of the grades received and valid receipts of expenses.

DATED: 12/22/95, 1995

Geo J. Chato
Employer Representative

DATED: 12/22/95, 1995

Donald R. Bury
Union Representative

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIREFIGHTERS, LOCAL 3045

The parties agree to change Article V, Section 1, Step 4, as follows:

Step IV - Arbitration:

If the grievance cannot be satisfactorily adjusted in Step III, within fifteen calendar days after receipt of the answer of the Township supervisor or his designated representative, or within fifteen calendar days of the date on which said answer should have been furnished, either the Township or the Association by the Association President or his designated representative, may file a written request to proceed to arbitration.

No employee shall have the right to request arbitration, but the same shall be limited to the parties. The parties agree that the contract panel of arbitrators shall consist of arbitrators mutually agreed to by both Township Officials and the Bloomfield Township Professional Firefighters Association,

- 1.
- 2.
- 3.

with a single arbitrator selected for each grievance going to arbitration in the above order based upon the date of the grievance to be heard. If the panel of arbitrators are unwilling or unable to serve as arbitrator, and the parties cannot agree on the selection of another arbitrator, within a 90 day time period, the parties shall promptly advise the arbitrating service for that given year of their desire to obtain a panel of arbitrators. The arbitration panel shall be chosen from the Federal Mediation and Conciliation Service. Either party shall have the option of requesting a second panel from the arbitrating service. The arbitrator shall be selected from said panel or panels by an alternate striking of names.

Upon acceptance of the commission by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award which shall be final and binding upon parties. Each party shall bear its own expenses in connection with the arbitration; however, the expense of the arbitrator shall be borne equally by both parties. Where one party arranges for the transcription of the arbitration hearing by a court reporter, and the other party orders a copy of the record made, the parties shall share the costs of the record. The arbitrator shall not, in any way, provide said other party with the original or copy of the transcript unless the party shares equally in the total costs of obtaining the transcript and a copy thereof. A single arbitrator will be selected for each grievance going to arbitration. The arbitrator shall have no power to alter, modify, or amend any provisions of this agreement. The arbitrator shall be bound by the express provisions of this Agreement. Nor shall the arbitrator have the authority to set any

wage rates.

The Association shall not be required to process an employee's grievance, if, in the opinion of the Association, said grievance lacks merit. No grievance shall be considered if not filed or processed within the time limits set forth in this Article and any grievance not appealed from a decision in one of the steps of the grievance procedure to the next step shall be considered dropped and the last answer shall be final and binding.

DATED: 12/22/95, 1995

Leo J. Chant
Employer Representative

DATED: 12/22/95, 1995

Douglas L. Brier
Union Representative

COPY

BLOOMFIELD TOWNSHIP ASSOCIATION OF PROFESSIONAL FIREFIGHTERS, LOCAL 3045

The parties agree to change Article V, Section 1,1 Step 2 as follows:

Step II - Written:

If the verbal grievance cannot be satisfactorily adjusted between the employee and his immediate supervisor, no later than ~~ten (10)~~ Township business days after the facts occurred which gave rise to the grievance, or no later than ~~ten (10)~~ Township business days after the grievance, the grievant or the Association President shall have reasonably known of such facts, whichever is later, the grievance shall be reduced in writing, on forms provided by the Association, and presented by the Association President or his designee to the Chief or his designated representative. Within ~~five (5)~~ Township business days thereafter, the Chief or his designated representative shall furnish to the Association President or his designee his written answer to the grievance. Should the Chief or his designated representative fail to furnish a written answer within the said ~~five (5)~~ Township business days, the grievance shall be processed in accordance with Step III.

DATED: 12/22/95, 1995

Leo J. Chant
Employer Representative

DATED: 12/22/95, 1995

Douglas L. Brown
Union Representative