

**PROCEEDINGS OF THE
PERSONNEL COMMITTEE MEETING
CHARTER TOWNSHIP OF WEST BLOOMFIELD
EMPLOYEE LUNCH ROOM
4550 WALNUT LAKE ROAD**

Monday, February 25, 2008 @ 3:00 P.M.

Members present: Trustee Deborah Macon
Trustee Robert Sher
Trustee Robert Spector

Members absent: None

Staff present: Kent Herbert, HR Director
Robert Quinn, Firefighter
Daniel Dawe, Fire Lieutenant, Union President

Others present: Richard Fanning, Township Attorney
John Kelly, Cornerstone Group
Robert Hamelin, Destiny Health

General public: Barbara Borg
Terry Stein

CALL TO ORDER Chairman Spector called the meeting to order at 3:07 p.m.

APPROVAL OF AGENDA

Motion by Mr. Sher to approve the agenda as amended.
Motion supported by Ms. Macon.

APPROVAL OF MINUTES The minutes of 01/07/2008 were approved as presented.

APPROVAL OF NEXT MEETING

The next meeting was scheduled for Monday, March 24, 2008 at 3:00 p.m.

UNFINISHED BUSINESS

Postponed until the March 24, 2008 meeting.

NEW BUSINESS

Appeal of FF Grievance 2001-2 Light Duty Schedule

Daniel Dawe, Union President, spoke on behalf of the Union. Mr. Dawe stated that in 2006, Kathy McCormick suffered a knee injury while in the line of duty. She was off for approximately 1 month. She was notified by the Assistant Chief, Ray Riggs, on a Wednesday to report to duty the following Monday for a light duty assignment, which is a 40 hour per week assignment. The normal Firefighter schedule is a 56 hour a week schedule. They typically work a 24 hour shift, have 24 hours off, return for a 24 hour shift and have three (3) days off. When Ms. McCormick was notified by the Assistant Chief that she would be reporting for light duty, she advised him she would have an issue with child care.

Ms. McCormick reported to work as scheduled for Light Duty. She worked approximately two (2) days and then needed to take a sick day because she was unable to find day care for her child. The day Ms. McCormick had to take off was a day she would've normally had off if she had been working her normal schedule. At that point, the Union filed a grievance because she was charged with eight (8) hours of sick time. Initially after the grievance was filed, the Union agreed to put the grievance in abeyance, on hold, until they could work out some type of equitable agreement with the Department. They were unable to work out an agreement.

The Department had given the Union a new light duty policy to try and work something out. The Union responded that they were not happy with that policy and wanted to see other changes. At that point, they had not heard anything further from the Assistant Chief. Some time later, Mr. Dawe was advised by Ms. McCormick that she had not received back her eight (8) hours of sick time.

At that point, the Union reopened the grievance and the Chief denied the grievance. It was then moved on to the Township Supervisor level. The Supervisor and the Personnel Director represented the Township. Mr. Dawe and Firefighter Peter Zarek represented the Union. At the meeting, the Union presented the case. The Supervisor and the Personnel Director reviewed the materials and issued a denial with reasons for the denial.

Mr. Dawe stated the reasons for denial, were that the Chief has the right to set the work schedule, under Article 13 in the contract. Mr. Dawe is not denying that the Chief can set the work schedule. However according to the contract, he can only do that provided if it is either a 56 or 54 hour work week schedule, not a 40 hour schedule. This is referenced several times in the contract. Also, Article 35 and 36 reference 40 hour schedules for the Inspectors and Fire Marshalls.

Mr. Sher asked what the real issue was. Mr. Dawe stated the issue was that Ms. McCormick had a workers compensation injury and was charged with eight (8) hours of

sick time. Her scheduled was changed from a 24 hour shift, to an eight (8) hour 40 hours a week shift, which caused a hardship for providing daycare.

Mr. Dawe stated they had a workers compensation case stating that child care is an issue and a good and reasonable cause to refuse a reassignment. The bases for the case was for a worker that worked the dayshift and was only offered a reassignment to either an afternoon or midnight shift and the employee was not able to provide daycare.

The Union is not stating that Ms. McCormick refused to work. As a matter of fact, of the 10 days she was assigned to work, she unable to find daycare for only one (1) day. Mr. Dawe stated that the Personnel Director stated that Ms. McCormick never asked the Chief with help finding daycare. Mr. Dawe stated that was not part of the Chief's position. Ms. McCormick does not use a daycare provider, she use a family member to watch her child on the days she works.

Mr. Spector asked if Ms. McCormick was paid at a 40 hour salary or at her normal 56 hour salary for the two (2) weeks she was on light duty. Mr. Dawe stated that she collected her normal 56 hour pay. Mr. Spector clarified that Ms. McCormick worked 40 hours a week, but was still paid for 56 hours. Mr. Dawe stated that was correct. Mr. Sepector also asked what Light Duty work entails. Mr. Dawe stated it depends on what the doctor allows and what the departments needs are at the time.

Richard Fanning, Township Attorney, stated that a light duty policy was handed out by the Fire Chief in January 2006 to all Fire personnel. It specifies that people assigned to light duty are going to be assigned to a 40 hour work week. The reason for that is because they are unable to perform fire suppression duties and are assigned to clerical tasks. The idea is that it helps the employee get back to work, keeping a contact with work and it benefits the Township because the Township is no longer paying Workers Compensation. The reason for the 40 hour week rather than a 56 hour work week is because they are generally performing clerical tasks which are done while the administration is working their 40 hour work.

Mr. Fanning noted that at the time the policy went out to the Fire Personnel, they did not grieve the policy. Previous to Ms. McCormick using the light duty policy, five (5) employees participated in light duty work.

Mr. Fanning stated there were at least three (3) different articles in the contract that allowed for light duty. He stated that Article 13.1 allows for the Fire Chief to set the schedule for the Firefighters. He also stated that once an employee is offered and accepted a light duty assignment, they are no longer in the Fire suppression unit, they are now a 40 hour personnel. He also stated that in Article 29 and several sections of Article 30 which allow the Chief to initiate reasonable work rules, which is what he did.

Mr. Fanning also stated the Chief called her in for light duty in response to a letter received from her doctor stating she was fit for light duty. The Chief then implemented the policy.

Mr. Fanning stated there were several reasons to deny the grievance. First, the Union let the grievance sit for well over one (1) year. Secondly, the Department had reasons contractually. It was practice and time honored. It is a trade off where the employee benefits and the Township benefits. There is nothing in the contract that prohibits light duty. Also, since it is contract violation and not for disciplinary reasons, it is up to the Union to prove the violation.

Mr. Fanning stated that the concept of hardship is irreverent. If a person is injured on the job and is receiving workers compensation and they decline a light duty assignment, they are no longer eligible for workers compensation. Mr. Fanning stated it has nothing to do with the employer's ability to choose a schedule; it has everything to do with the State and seeking workers compensation benefits.

Mr. Fanning stated the issue is weather or not the Township is going to set a precedent that if an employee is on light duty due to a workers compensation injury, if the Township will allow the time off needed for child care to be paid by the Township or use the employee's time.

Mr. Sher stated that based on what he has heard; the Chief does have the authority to allow for light duty scheduling. Mr. Spector stated that he does not have a problem with it either considering their normal schedule is 56 hours a week and when on light duty they are only working 40 hours a week. He feels they are being compensated. Mr. Spector stated he would have to side with the Fire Chief.

Motion by Mr. Sher and supported by Ms. Macon to deny the grievance.

Ayes: Macon, Sher, Spector

Nays: None

Absent: None

Motion carried

Wellness Presentation

Mr. John Kelly from Cornerstone Group was presenting a presentation called Vitality that is being offered through Destiny Health. Mr. Kelly stated that the biggest problem with any Wellness Program is getting people motivated to use the program. The Vitality program helps to address that issue through incentives. Mr. Kelly stated that 70% off all medical and Rx claims can be directly related to life style choices. The idea with a wellness program is it to get people movited to make those changes in their lives.

Mr. Robert Hamelin from Destiny Health stated the goal of the program is to help contain heath care costs. Mr. Hamelin stated that healthier people make less health care claims. Mr. Hamelin stated you support wellness to your employees for a number of reasons: to make them healthier, which makes them more productive, they call in less and their Short and Long Term Disability claims are less.

Mr. Hamelin stated that it is everyone's responsibility to help control health care cost. The Vitality Program helps educate people to make healthier life style choices. By making the healthier choices, employees can earn Vitality Bucks. The Vitality Bucks can be used towards flat screen televisions, portable DVD's players, vacations and gym memberships. The idea behind the program is to get people healthier which will help to reduce health care costs.

Vitality Bucks can be earned for such things as participating in a health risk assessment and CPR/First Aide classes, receiving flu shots and routine check ups, and for participating at a health club. They could also earn Vitality Bucks for participating a 5K run/walk. They will also earn Vitality Bucks by reducing their BMI, by as little as 5% and reducing blood pressure.

Mr. Sher asked about the cost of the program. Mr. Kelly stated the start up cost was \$15 per participating member per month. Mr. Hamelin stated the total start up cost being approximately \$63,000. He did not see there would be a big health care savings the first year of the program due to employees getting their routine check ups to start the program. Mr. Hamelin stated there could be approximately, a 4% savings the second year.

Mr. Sher asked that this be put on the Agenda for the next meeting. He also asked that other companies be looked at that might offer a similar program. Mr. Kelly stated he would submit a list of corporations that are currently participating in the program.

General Public Comments/Concerns

Barbara Borg spoke about her concerns regarding the possible switch from Blue Cross/Blue Shield to Humana. She stated that she believes that Humana is not equal to her current Blue Cross/Blue Shield coverage. Mrs. Borg stated she found out they may not pay the same as Blue Cross, which would mean they could be subject to paying the difference between what Humana might pay and what their provider will accept. She also had concerns that if Humana didn't work out and the Township decided to drop them, they would not be able to go back to Blue Cross/Blue Shield. Mrs. Borg believed that these companies believe they are the same on paper, but in reality, they are not the same and do not offer the same benefits.

Mr. Herbert stated that a retiree meeting has been schedule with Humana on March 11, 2008. They will be able to answer the retiree's questions and concerns at that time. Mr. Herbert also stated Humana is the same type of program they have currently, where Medicare will still pay first and Humana the difference between what Medicare does not pay. This is the same type of program that Blue Cross offers currently. The main difference is that Humana takes care of all the billing and Medicare pays Humana directly for coverage. Mr. Herbert stated that if a doctor's office takes Medicare then they should accept Humana. Humana is a replacement for Medicare and Blue Cross/Blue Shield supplemental.

Mr. Herbert stated that the Personnel Committee has only recommended Humana and it has not been voted and approved by the Township Board. Before that approval, all the differences in coverage, questions and concerns will be addressed.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:15 p.m.

Respectfully submitted,

Marya Duncan
HR Specialist

NOTE: Approved minutes of this meeting are maintained as part of the public record and are available upon request. A fee will be required for copies of all meeting tapes and/or approved minutes. Please contact the Human Resources Department for information.