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STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

CITY OF DETROIT

-AND-

MERC CASE #D92 G-1533

AFSCME, MICHIGAN COUNCIL 25,
LOCAL 1023

ARBITRATION PANEL:

JOSEPH P. GIROLAMO, CHAIRPERSON
DENNIS RASCH, EMPLOYER DELEGATE
SAUNDRA WILLIAMS, UNION DELEGATE

APPEARANCES:

UNION: ANN HILDEBRANDT, ATTORNEY
EMPLOYER: DAVID J. MASSON, ATTORNEY

ISSUES:

WAGES
RETIREMENT
HOSPITALIZATION
LONGEVITY
WORKERS COMPENSATION

CASE DATA:

PETITION FILED: JUNE 8, 1993
CASE HEARD: JUNE 1, 2, 3, 13; JULY 21;
AUGUST 11; SEPTEMBER 23;
OCTOBER 18, 21; NOVEMBER 10, 30;
DECEMBER 12, and 14, 1994.
AWARD ISSUED: SEPTEMBER 25, 1995

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STATION 1
EMPLOYMENT RELATIONS DIVISION
DETROIT

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ACT 312 PANEL OPINION & AWARD

BACKGROUND

AFSCME, Michigan Council 25 by Petition dated June 8, 1993, filed for Arbitration pursuant to P.A. 312 of 1969 as amended. The Petition was filed on behalf of the Emergency Service Operators (ESOs), more commonly known as "911" Operators.

The Undersigned was appointed as impartial Chairperson in this case.

Hearings were held on June 1, 2, 3, 13; July 21; August 11; September 23; October 18, 21; November 10, 30; December 12, and 14, 1994.

The following issues are in dispute:

Wages;

Retirement;

Hospitalization:

Longevity;

Workers Compensation.

Pursuant to Section 8 of Act 312 (MCLA 423.238), the Panel identifies all of the issues as economic.

Section 9 of Act 312 specifies the criteria which an Arbitration Panel is to apply in making its Award. Section 9 is displayed as follows:

"Section 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interest 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 proceeding.
- (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."

Comparables:

The Union maintains the Parties recognized a similarity exists between the Emergency Service Operators, Assistant Fire Dispatcher and Police Communications Officer. In support of the above, the Union points out that the Parties agreed that a job study would be undertaken for purposes of determining the extent to which the above jobs are similar.

The primary impetus for the above agreement was the fact that the Union in 1989 had filed suit against the City alleging that the City had engaged in sex discrimination by paying ESOs less than the predominantly male jobs of Assistant Fire Dispatcher and the Police Communications Officer. During the pendency of the above litigation, the Circuit Court issued a Discovery Order which, in part, ordered:

- "1. Within Twenty-one (21) days after entry of this order, the parties shall agree on an independent management consultant firm to apply a single job evaluation system to the classifications of emergency service operator, police communications officer, assistant fire dispatcher and fire dispatcher.
2. The consultants and representatives of plaintiffs

and defendants shall meet and confer concerning methods and procedures for the study prior to commencement of the job evaluation study."

The Parties eventually agreed that the firm of KPMG Peat Marwick would perform the study. Dr. Thomas Ziemba, a Peat Marwick Staff Person, served as the expert who developed the procedure relative to comparing the jobs which had been referenced in the litigation. Dr. Ziemba's results are reflected in the following discussion:

"ANALYSIS OF JOBS USING JOB COMPARISON FACTORS

Comparison of Jobs Using Point Totals

The results from the analysis of jobs using the job comparison factors indicated that there is a meaningful significant difference between the ESO job and the Dispatcher jobs. The difference is largely due to the greater impact, judgment, complexity of monitoring, mental/visual effort, and work experience required by the Dispatcher jobs.

■ Point Total Based on Job Comparison Factors

The Point total for each job was based on the individual tasks rated on each job comparison factor. The results of the ratings are presented in Table 1 on a following page. The point total provides a summary score based on the factors which can be utilized to compare the jobs. The point total for each of the jobs was as follows: ESO - 747, Communications Officer - 950, Assistant Fire Dispatcher (EMS) - 919 and Assistant Fire Dispatcher (Fire) - 898.

■ Interpreting Total Points

Developing a common frame of reference will facilitate the interpretation of these point totals. A number of different reference points can be utilized. First, since these jobs were compared on a set of common job comparison factors, the point totals for the three jobs can be averaged and the resulting

group average can be utilized to express these point totals as a percentage of the group mean. The group mean for these jobs is 868. The following table highlights the relationships among the jobs:

<u>Job Title</u>	<u>Total Points</u>	<u>Relationship to Mean</u>
Communications Officer	950	9% above mean
Assistant Fire Dispatcher*	908	4% above mean
Emergency Service Operator	747	14% below mean

* Based on a combined mean for the EMS and Fire Dispatch activities.

As noted in the above table, the Communications Officer job is 23% higher than the ESO job and the Assistant Fire Dispatcher job is 18% higher than the ESO job using the average total points for each job expressed as a percentage of the group average.

A second frame of reference is to utilize a typical job classification framework to express the relationship among these jobs. The points can be expressed in classification grades typically found in many job classification systems. A salary grade or classification defines the wages for a job based on internal equity, external competitiveness with the relevant labor market, or both. In the present study, only internal equity was addressed by rating each of the jobs on the same comparison factors.

In constructing a job classification system using a narrow band of jobs such as the ones in the present study relative to the entire job hierarchy, a spread of 70 points could be utilized to represent different levels of skill, effort, working conditions and responsibility which would justify some difference in wages. Jobs within the same classification are considered to similar in terms of skill, effort, working conditions and responsibility.

If the Communications Officer job is considered the top position (950 points) in the classification system, the ESO job can be considered to be two or three classification grades below the Dispatch jobs. For example the following classifications or grades could be constructed using the following points:

<u>Grades</u>	<u>Points</u>
1	950-880
2	880-810
3	810-740

The Dispatcher jobs would fall into the top classification and the ESO job would fall into the third grade or classification (740 to 810 points)."

Dr. Melissa Barker, a then Assistant Professor at Michigan State University, had been contacted by the Union and she participated in many meetings concerning Dr. Ziemba's study. By letter dated June 10, 1991, Dr. Barker found fault with the above results. Dr. Barker's letter of nine (9) pages offered an exhaustive list of comments and criticisms. Dr. Barker concluded her critique as follows:

"Also, as we have stated numerous times before, the ESO job was not to be compared to the 'dispatcher job'. It was to be compared to each of the three dispatchers' jobs, and the conclusion should reflect this. It is absolutely inappropriate to compare the ESO job to an enhanced 'Communications Officer/Fire and EMS Dispatcher Job' which does not exist in reality and which lumps together functions which no one person ever performs under any circumstances.

However, it is difficult to fully argue these points before the job comparison factors are appropriately applied to the job dimension analysis. There has been no contention that this is an 'equal pay for equal work' (read here: 'identical work') case. The contention by Plaintiffs was that the ESOs' job is similar to the job of Assistant Fire Dispatcher. As the discovery proceeded, it became apparent that there were four jobs which should be looked at, including the Assistant EMS Dispatcher's job and the Communications Officer's job. Therefore, in order to get a more accurate sampling and in order to perform a more accurate analysis, all four jobs were included in the study. They were to be treated as four jobs.

Accordingly, it is absolutely critical that the ESO job be compared to each of the other three jobs. The Plaintiffs seriously believe and still contend that the

ESO job is substantially similar to the jobs performed by the Assistant Fire Dispatcher and the Assistant EMS Dispatcher, and findings such as those suggested in Table 2 would seem to bear this out. There was less known about the Communications Officers job vis-z-vis the ESO job. Obviously, it is absolutely unacceptable that the Communications Officer job be used to pull up or enhance the jobs of either the Assistant Fire Dispatcher or the Assistant EMS Dispatcher.

To lump the dispatchers jobs together distorts the entire study and makes it patently unreliable from the Plaintiffs' standpoint. On page 59, the jobs are again lumped together, using the Communications Officer as the base. Each of the three jobs should be treated independently, and each should be used separately as the bases for a full set of percentages. For example, if you compare the ESO to the Assistant Fire Dispatcher job, even using the current figures which we contend need to be revised, the ESO job is 83% of the Assistant Fire Dispatcher job. This is quite different from the statistics contained in Table 7. While somewhere in the report the higher percentage is alluded to, it is buried. It should not have been, as it is clearly relevant to the comparison called for by the Court.

In conclusion, we are asking you to reevaluate your analysis in Table 1 of factors 3, 4, 7, 8, and 9. We must insist that you fully consider the emergency nature of these jobs. We realize that the emergency nature of these jobs makes them somewhat atypical in the usual universe of job comparison and analysis. We are most disturbed to find that when the ESO job merits a higher rating than the other jobs, it is only a marginally higher rating. However, when the other jobs are rated higher, the difference is as much as 50 points higher. We freely 'accept' that perhaps on one or more of the factors differences among the jobs may be validated. However, at this point, we feel strongly that the Table 1 point totals require significant reconsideration and review.

As we have stressed from the beginning, we are working as a team. You are working for co-clients of equal 'weight' and responsibility in this litigation. Our questions, comments, requests for review, and criticism are as valid as the Defendants', or anyone else's. We urge you to take our comments and criticisms to heart, to take another look at the draft presented on May 31 with an eye towards resolving differences in a way that is acceptable to both sides and will be signed by both sides.

The alternative will be that no consensus report is filed with the Judge. We feel that after this tremendous expenditure of time, effort, energy, and money, having no consensus report would be a very unfortunate result. We urge you to review your concerns and we in turn will keep our minds open to your response to our concerns."

Dr. Ziemba in October, 1991, issued the results of a Re-Evaluation of the Five (5) Factors - 3, 4, 8, 9 and 10. The Point Total under the Original Analysis and the Re-Evaluation reflected the following:

<u>Job Title</u>	<u>Original</u>	<u>Re-Evaluation</u>
Emergency Service Operator	746.8	792.1
Assistant Fire Dispatcher (EMS)	919.1	943.7
Assistant Fire Dispatcher (Fire)	898.3	900.4
Communications Officer	949.9	987.0

Dr. Barker utilized Dr. Ziemba's data to arrive at a "weighted" percentage comparison of the ESO and the Assistant Fire Dispatcher (Fire). The Table is displayed as follows:

"RESULTS BASED ON THE RE-EVALUATION OF TASKS"

<u>Job Comparison</u>		<u>Assist Fire</u>	<u>ESO as a</u>	
<u>Factors (weights)</u>	<u>ESO</u>	<u>Disp (FIRE)</u>	<u>% of</u>	<u>% by</u>
			<u>Fire Disp</u>	<u>Weights</u>
	(12%) 96.8	109.0	88.8%	10.656
	(12%) 83.0	97.9	84.78%	10.174
*	(12%) 165.0	180.0	91.6%	10.992
	(12%) 68.7	88.7	77.45%	9.294
	(8%) 64.2	57.4	111.84%	8.947
	(8%) 80.6	83.7	96.29%	7.703
	(8%) 51.9	103.2	50.29%	4.023
	(8%) 45.2	65.9	68.58%	5.486
*	(8%) 65.2	48.9	133.33%	10.66
*	(4%) 26.7	15.0	178.0%	7.18
	(4%) 24.7	30.0	82.33%	3.293
	(4%) 20.1	20.7	97.10%	<u>3.884</u>
		Total =		92.29%

- * indicates change from Table 1 on p. 15
due to Re-evaluation of Tasks

Out of 12 factors:

<u>50-65%</u>	<u>66-80%</u>	<u>81-95%</u>	<u>95% or Over</u>
1	2	4	5

Dr. Barker explained the methodology utilized by her in relation to the above Exhibit in reference to Dr. Ziemba's Original Analysis:

"If you look at Exhibit 50-A, the first column are the job comparison factors. I've listed them by number, 1 through 12. I've identified them that way rather than to put in decision-making complexity judgment. They are in the same order as they appear on Page 15.

I've also put in the weights, which you'll recall were established by the Task Force when the method was created. The first four factors were each to be worth 12 percent of the final score, the next five factors are 8 percent, the remaining factors are each 4 percent. So the numbers in parentheses in that column represent the weights that were being assigned.

The numbers on example or Exhibit 50-A, reflect the numbers as they appear in the chart on Page 15. Next to the ESO position I've used the assistant fire dispatcher as a comparator. What I've then done is calculate the ESOs score as a percentage of the assistant fire dispatcher's score. So on the first factor, decision-making, you see that the ESO received a score of 96.8 and the assistant fire dispatcher received a score of 109 and that represents 88.8 percent. The ESOs position was rated at 88.8 of the fire dispatcher, the assistant fire dispatcher's position.

As you continue down the column, 83 points divided by 97.9 is 84.78 percent. I won't read through the whole table, but I believe that it's clear on how those figures were calculated.

If we go then to the bottom of the table and look at the percentages that are given in that column that we've just been describing, one of those percentages falls into a range of 50 to 65 percent. The reason that I'm using ranges here is that we know there are some errors that may be built into this method from not having clustered, from not having adjusted, and from doing a task-base analysis rather than a job dimension analysis.

Therefore, we have one that falls into the 50 to 65 range, we have three factors that are in the 66 to 80 percent range, we have three factors that are the 81 to 95 percent range, and we have five factors that are over 95 percent.

Q (By Ms. Hildebrandt, continuing): These factors are what, the ESOs?

A. Right, where the ESOs score as a percentage of the fire dispatchers score would fall. So in five out of the 12 factors, there was a 95 percent comparability between the ESO and the assistant fire dispatcher. In three of the factors there was somewhere between an 81 to a 95 percent comparability between the ESO and the fire dispatcher. On three of the factors, it was an 66 to 80 percent, and on one factor -- that factor you can identify easily it's Factor Number 5, work pace -- on Factor Number 5 -- I'm sorry, it's Factor Number 7, Complexity of Monitoring Activity, where the ESO has an average of 51.9 points to the 103.2 points and that comes out at 50.29 percent. That's the one that we find at the 50 to 65 percent range.

Q. When you said we have five factors at 95 percent, you were relating to where you've written 95 percent or over?

A. Yes, 95 percent or over.

Q. Okay, so those factors could be more than 100 percent?

A. Yes, where the ESOs score exceeds the assistant fire dispatchers' score.

Q. So in three of the items actually it's 95 percent to --

A. Yes, the ESOs were rated higher than the dispatchers on three of those items.

If you look at the final column, which is percents by weights, remember that what we're creating here is a weighted average. The total score needs to be looked at in terms of the percentages assigned to the factors. So simply if you take 12 percent and multiply it by 88.8 percent, the number that you get is 10.656.

What I'm doing is recomposing the scores by creating a weighted average. So multiplying .12, 12 percent, times 88.8, I achieve the figure of 10.656, and that operation is carried out down the rows to create that final column.

Summing the final column using Dr. Ziemba's original information, his original scoring procedure, we would have a comparability of 86.24 percent between the emergency services operator and the assistant fire dispatchers."

With the Re-Evaluation of Tasks reflected in October 1991, the comparability of the ESO to the Assistant Fire Dispatcher increases to 92.25%.

The Union, in its Brief, argues:

"While neither Dr. Barker nor the ESOs believe that 92.23% fully reflects the comparability of the ESOs job to the AFDs', it is more than supported in the record and it is the least the ESOs would expect the comparability to be without the expense of an entirely new study, an expense neither the City nor AFSCME could bear. It is clear that in a larger study, the jobs of ESO, AFD and PCO would all fall within the same band and command the same or nearly the same pay. It is also clear that Dr. Ziemba's report was unsubstantiated and vulnerable to the extent that it supports little or no differences in comparability between the three jobs. Nevertheless, even with all the limitations of the study, ninety-two percent (92%) is a defensible number, under the circumstances of this study."

The Union retained Michael H. Thomson, Ph.D. - Economics - who reviewed and commented on the Job Analysis by Dr. Ziemba. Dr. Thomson identified three (3) areas of concern:

- A. Subjectivity
- B. Specificity
- C. Weighting

The following comments are found in Dr. Thomson's report:

"Unfortunately, these problems caused by these issues have not been minimized with the specific approach that was employed by Dr. Ziemba. One way to minimize the subjectivity problem is to consider the sensitivity of the results to alternative choices. One could argue that this was done via the study based upon a re-evaluation of some of the job factors. However, this alternative analysis was done as a response to some external suggestions, rather than incorporated as an integral part of the original study. The specificity problem was not minimized whatsoever, and this remains a significant problem as the ESO position has up to 96% more tasks than the other 3 positions. (See Table 1; ESOs have 147 tasks, AFDFs have 75.) Finally, the weighting problem also was not minimized. Not only were the factor weights chosen according to an improper criteria (maximum possible rating), the scale used for scoring individual task factor ratings is one which maximizes differences.

So what is the direction of bias (if it is possible to determine), in the job comparison study performed by Dr. Ziemba? Subjectivity issues would lead to different results - results which could be better or worse for relative ESO ratings. However, the specificity problem has contributed to a lower overall rating for ESOs, and the weighting problems have tended to maximize these differences. Therefore, I believe that the differences in the overall job comparisons between the ESOs, COs, AFDEs, and AFDFs, have been overstated."

In testimony before the Panel, Dr. Thomson expressed a cautionary note relative to the use of Job Evaluation Studies:

"I think the problem is it is a complex procedure and very well defined.

I mean, certainly, a lot of work and effort goes into these job studies. They break it down into, as we saw, hundreds of tasks. You rate them in 12 different areas. You've got a computer grid of a thousand squares in it or

thousands of squares in it and people who don't work with numbers a lot can be very impressed; oh, this must be something very exact. I got this high powered computer processing all these numbers and what comes out is kind of like magical. Well, it's not.

It's a complicated process. I mean, they have guidelines. It's a systematic procedure to try and minimize the subjectivity involved, but you can't eliminate it, and I would caution people not to be impressed by mathematics or computers.

You need to understand -- Everyone can understand the choice more factors or less factors, how there's a connection here. Because we let the computer do a lot of fast work for us doesn't mean it's any better."

By way of example, the Witness illustrated the outcome which results when the point scale for the various factors is changed:

".... It's the same information presented but it's called a computer simulation with academic scales.

The same process could be followed in terms of the number of tasks were the same. I'm not changing the tasks. I'm not changing the grouping, the dimension, the grouping of those tasks. I'm keeping the same factor weights. All I'm doing is changing the scale which was used, which is really part of the design methodology of the study.

If you do that, the averages come out to be different. I'm looking at column 6 now. The average score for the ESO position was 173. Communications officers were still the highest at 185.2 and the fire dispatcher's job you see is 182.9 and 180.

So to compare it if you go to the next table, just to sort of summarize the differences between the original study or the original scale and the academic scale -- now I'm on table 7 -- column 2 shows Dr. Ziemba's original scale results where ESOs were 747, approximately. COs were 950 and the fire dispatchers were 919 and 898.

There was some note that if you average these you get a mean and the ESO ratio, which is the rating of the emergency service operators relative to the mean, there's a 15 percent difference there, 747 is roughly 15 percent below 878.

If you switch to an academic scale, you get the numbers that you see in column 3 for the ratings, the overall is 180 and the ratio is 4.3 percent, and I haven't changed any of the scores here at all. The only thing I've done is to use a different scale for the scoring.

I guess the reason it works out to be -- to change the results from a 15 percent differential to a 4.3 percent differential is just that the academic scale is a narrower type scale. Starting on a scale that goes from zero to ten or zero to 100 will be a more extreme scale and tend to spread things out more. It will tend to emphasize or create more differences. A narrower scale will be smaller."

The net effect of the above is that:

"What we find here is really we've got the same study in one circumstance showing a 15 percent difference and then another way showing a 4.3 percent difference."

He illustrated the trivialization problem as follows:

"First, let me give you the conceptual background of the example I'm trying to illustrate here and then we'll look at the mathematics as to how it works and see what I feel the problem is with respect to finely defining some of the job tasks or the danger of defining some of them too small or too trivial in terms of tasks.

The problem -- Conceptually, what I wanted to show is the following: Suppose you had two workers, maybe in different rooms, really doing the same jobs, for the most part, and let's suppose that with each of these jobs that 100 percent of their time is not involved. I mean, occasionally whether it's a dispatcher job where you have times when calls are not coming in or you're not monitoring, it could be like that, but just any job that has at least some idle time to it.

Let's suppose that person number -- in the second room -- in the first room the person doesn't do anything with their idle time. They relax, perhaps, get prepared for when the time is not idle.

In the second room, however, let's suppose the person attempts to do some productive activity, filing, typing, whatever the case may be. In my report I use an example that maybe they did some filing or typing and, therefore, the company would use less of a temporary type service and wouldn't have to hire somebody to do that.

And let's further suppose that the nature of the -- the main part of their job is very intensive that requires a high degree of skill or concentration so that it's -- what I'm saying is that it's more important than this more trivial filing or typing that might be done.

Now what I want to do is to through the mathematics of how two human resource professionals might, in a job evaluation system, evaluate these two jobs and might score them -- and I think it would be a good example to sort of illustrate how the math actually works. Obviously it's a very simple example that we're dealing with, but it will, I think, illustrate how the math works and then we'll talk about the problem of trivialization.

In the first case for this job, human resource professional number one comes in and said this identifies this task as being important, perhaps, and gives it a task weight of 4 in a factor rating of 1,500.

Now, before they used a 2,000 point scale I just sort of -- I'm arbitrarily using those numbers, but they didn't break down the tasks, and in this case we only have one important task that's given a task weight of 4, and the overall rating is 1,500.

Let's suppose that the second human resource specialist does the same thing and they rate these jobs identically, task weight of 4, and the factor rating is 1,500.

Now let's suppose that the human resource professionals happen to differ in terms of defining the tasks. The first one says, well, the trivial typing we're not going to evaluate or not going to score it. It's just not an essential part of that job. It really is very, very trivial.

The first human resource specialist would then have the same score. The main part of the job has a task weight of 4. It still gives it a score of 1,500. The optional part, this optional filing or typing or whatever might be done, isn't scored by human resource specialist number one and the score is still 1,500.

Let me show you the math for that. I'm going to show it up on the -- just on the easel portion of it. It (sic) the mathematics of these when there are more than one tasks, it becomes more important but what you do is you multiply the factor scores times the task rating.

Here we have a task rating of four multiplied by the task score. We get a score of 6,000. Then you divide by the

total weights. In this case it's four plus zero is the total weights, so you divide by four and you get 1,500 for the average and for the final score.

Now let's look at human resource specialist number two. That person says, well, there's really now two parts of this job, one more important part we'll assign a task weight of four, and rate it 1,500, the same level of skill intensity and concentration, whatever the factors might be.

Then for this less important job which is done only occasionally so the importance is less and the frequency is less, that might give a task weight of one and the factor rating's less two (sic), because it requires less education, less complexity in judgement (sic) and so forth, let's say it's 500.

Well, the score, the overall score, will turn out to be 1,300 and I'll just show you how the math works up on the board.

For each task you take the task weight times the score. So for the first task the score is 6,000. The second task has a task weight of only one. It seems logical we're going to weight this task less. The score is 500, so when you multiply it, you're weighting this 500 by just a single weight.

Then what you do is you add these up. You get 6,500, that's your total weighted scores, and you divide by the sum of all your weights. So you divide by five, 6,500 divided by five, and that equals 1,300 and that's what you see on this chart, Exhibit Number 41.

What's happening here is even though you give it less weight, you're bringing down the score from 1,500 to 1,300.

Another way to look at this is you're really averaging these two scores. With no weights at all or if they were weighted equally one and one, it would just be an average between 1,500 and 500, so it would be right in between. The score would be a thousand.

So what happens in this process is the more important, more frequently performed tasks get a higher rating, and that's going -- it's going to weight 1,500. It's going to bring the average closer up to 1,500 rather than 500 so you get a score of 1,300; but what's really happened here is this person performs more work but since it's more trivial type work they get a lower job score. So in

this type of a process if you have human resource professionals who are scoring according to this with more trivial tasks, it's going to bring down your rating."

With reference to the weighting problem, the Witness explained:

"...what you're finding is that in practice extra weight was given to a couple factors and they happened to be those factors that the ESOs were rated relatively worst on, and that's going to tend to magnify the differences between the positions."

The results of Dr. Ziemba's Study are displayed below:

Job Comparison Factor Weighted Point Total				
Job Comparison Factors	Emergency Service Operator	Assistant Fire Dispatcher (EMS)	Assistant Fire Dispatcher (Fire)	Communi- cations Officer
1. Decision making complexity	96.8	109.0	109.0	110.8
2. Judgment	83.0	101.8	97.9	108.8
3. Impact on services, property and residents	120.3	161.7	163.0	154.8
4. Work experience	68.7	84.9	88.7	96.0
5. Work place	64.2	63.0	57.4	73.9
6. Education and specialized training	80.6	83.6	83.7	87.7
7. Complexity of monitoring activity	51.9	110.7	103.2	107.0
8. Mental/visual effort	45.2	74.4	65.9	74.2
9. Mental/auditory effort	57.4	47.9	48.9	51.4
10. Responsibility for communications and public relations	33.9	29.4	29.9	30.9
11. Computer interface	24.7	31.8	30.0	32.5
12. Supervision exercised	20.1	20.9	20.7	21.9
POINT TOTAL	746.8	919.1	898.3	949.9

The City argues the above results accurately reflect the comparison between the job duties of the positions under review.

Dr. Ziemba provided testimony relative to the above factors. With reference to the third - impact on services, property and residents - he noted:

"Well, there happens to be a correlation between a very large problem and it being a visible problem. In other words, let's take two cases. Let's take an obvious case, a fire, a large fire.

If there's a large fire noted by a citizen, you may have multiple citizens calling in and noting that there is a fire, so let's say an ESO takes a call and someone reports a fire and for whatever reason they have -- they have the address incorrectly recorded. It's likely that other citizens are going to be calling in and reporting the same fire and other ESOs are going to pick up that call, and when you look at the whole set of calls, you're going to have a pretty precise location because of the number of people reporting.

Again, it's a big problem. It may involve property and people in terms of the issue, but because it is such a big problem there's a lot of opportunity to capture it through the 911 system.

The contrast I make to the job of the dispatcher, if you have a big problem like that comes into the dispatcher, the fire dispatcher and he or she sends the inappropriate pieces of equipment, that kind of error has as tremendous impact because there's no room now -- there's very little room for making adjustment quickly. Things are going to burn down.

The same thing if you have a shooting where you have multiple gunfire coming out, you know, in the street. You're going to have multiple people calling in.

Let's say the first person who takes the call doesn't correctly record it or doesn't understand the message or the person doesn't describe it properly. An error there may be easily alleviated because other people will be calling in with the right address, so that's what happens in terms of some of the scenarios that I observed in terms of impact of making errors on these jobs."

On factor 7 - complexity of monitoring activity, the following was noted:

- "Q Now with respect to the category complexity of monitoring I think is on page 43, can you describe for me what type of monitoring the ESO has to do?
- A Well, there isn't a lot of monitoring to be done because they're not monitoring situations. They're really receiving information and decoding it, so the time when they might monitor a particular call would be if a person calls back and they think they received the call once already about that problem and they have to -- they might look up and see if there's been a response to that call by the dispatcher, but there isn't the monitoring of equipment. There isn't the monitoring of people that's going on on a regular basis.
- Q Can you describe for me what the dispatcher has to do with respect to monitoring?
- A Well, the dispatcher is monitoring his or her equipment, whether it be fire equipment or ambulances or police calls, and monitoring it relative to responding to a particular issue and also monitoring the issues that are coming in via the computer which is telling the dispatcher whether or not there's a more serious problem coming up down the road or maybe there are less serious problems that need some attention in the future. He or she has to make a decision as to when to address those problems, given the available equipment, so there's quite a bit of monitoring activity, a constant vigilance, if you will, that the dispatchers have to tolerate in their job.
- Q Do the dispatchers also have to monitor the location of the equipment?
- A Absolutely, right. It's a fundamental part of their monitoring activity.
- Q And does that somehow show up on the screens -- on their screens or their dispatcher consoles?
- A It does show up, yes."

The above was corroborated by two (2) City witnesses - Charles

Ziegenbein, Supervising Fire Dispatcher, and Yvonne Seymour, Senior Personnel Management Specialist and former Emergency Medical Technician.

Ability to Pay:

The City has asserted an inability to pay argument in this case. The City noted the following budget deficits:

"1989-1990	\$ 46,515,815.00
1990-1991	105,928,296.00
1991-1992	106,089,304.00
1992-1993	26,203,862.00
1993-1994	63,300,000.00 (projected)"

The burgeoning deficits for Fiscal Years 1990-1991 and 1991-1992 caused the City to implement a variety of deficit reduction measures. With specific reference to City employees, it was determined that a ten (10%) percent wage reduction would be required from all City employees for a two (2) year period.

The City in its Brief is bitterly critical of the Union's refusal to accept concessions:

"The failure of the ESO's and the other recalcitrant bargaining units to share in the sacrifice of all other City employees directly and substantially contributed to a 63 million dollar deficit in the 1993-1994 fiscal year. Furthermore, the refusal of these employees to provide the necessary aid to their ailing City has directly and substantially saddled the future of the City with increased debt and prohibited the City from making necessary improvements in its infrastructure."

The City contends the Union's demand for wage increases in this case is unjustified and beyond its ability to pay.

The Union points to the 1995 Award relative to the DPOA:

"The Roumell panel rejected the City's proposal for a ten percent wage cut for any period of time, and ultimately granted a 10.5% pay increase by the end of the fiscal year June 30, 1998, at a cost to the City of approximately 53 million out of an annual police and fire non-civilian payroll of 268 million. Clearly, while ability to pay is an important factor, it is not the decisive factor and that was recognized by George Roumell in the current DPOA Award."

While the above is true, it should be noted that the Roumell Panel recognized that it was confronted with two primary competing concerns which required consideration and ultimately a balancing of competing claims:

"The two core criteria are financial ability and comparables. They go hand in hand. They represent economic reality, the driving forces of the marketplace. And, Section 9E, coupled with 9H of Act 312, recognize that internal comparables are a factor."

The reason the members of the Detroit Police Officers Association and the other uniform groups did not experience concessions during the 1992-94 period is because of the prohibition of Section 13 of Act 312. However, the members of the Association's bargaining team have consistently pointed out to the Panel that police officers have not received a pay increase since 1991.

Yet, the police officers did not experience a 10% wage concession for two years, which the City maintains cannot be ignored in arriving at an award. The City emphasizes the point by suggesting that of the \$63 million projected deficit as of the end of the 1993-94 fiscal year, \$56 million of that deficit could have been eliminated if the uniform groups had participated in the concessions.

The elimination of \$56 million could very well have impacted upon the future economic health of the City by not forcing it to budget for repayment of the additional debt loan resulting from the 1993-94 fiscal year, including the interests and costs thereof. These factors cannot be ignored by the Panel. The Panel also cannot ignore the fact that police officers in the large cities of the midwest, as in the Detroit suburbs, are receiving annual increases. This means that if police officers in Detroit do not receive raises at some point,

the Department will be falling further behind the comparables, whether nationally or locally, which could impact on recruitment, retention, police morale, and perhaps the quality of performance.

Despite the national and suburban comparables, the Panel majority cannot overlook the fact that, internally, for the period of July 1, 1992 through June 30, 1995, both the non-organized and the organized civilian employees of the City took wage cuts and a wage freeze over a three year period. This is a fact.

Even recognizing the dangers of police work and what is expected of police officers, the ability to pay, coupled with the comparisons within the City itself, leads to the conclusion that, under the circumstances presented here, for the period of July 1, 1992 through June 30, 1995, there cannot be a pay increase.

However, the inherent danger in police work is not present, to the same degree, as in civilian employment, coupled with the skills that a police officer is expected to exhibit in his/her day-to-day duties, which leads to the conclusion that there should not be a wage reduction for police officers during the July 1, 1992 - June 30, 1995 period. In the end, the type of work done by an employee is a factor in any collective bargaining agreement."

The Panel will now address the various Issues which have been presented for resolution.

ISSUES

Wages:

The Union's Demand on the issue of Wages is displayed below:

"ARTICLE 39 - WAGES

I. WAGE ADJUSTMENTS

- A. Effective June 30, 1995, the emergency services operators shall attain pay equity with police officers, fire fighters and assistant fire dispatchers.

- B. Effective June 30, 1995, the emergency services operators shall receive step increases in the amount of ninety-two (92%) percent of the step increases received by police officers, and at the same time intervals as step increases received by police officers.
- C. Pay equity for emergency services operators means that the full-time emergency services operators shall be compensated with a base salary of ninety-two (92%) percent of the base salary paid to full-time police officers. Emergency service operators shall experience base salary rate changes with identical effective dates throughout the fiscal year such that the total base pay of an emergency services operator is ninety-two (92%) percent of the total base pay of a police officers in any fiscal year covered by this Agreement.
- D. Pay equity shall be obtained through three salary increases; with one-third of the difference between the emergency services operator's salary and ninety-two (92%) percent of the police officer's salary added to the base salary of emergency services operators effective June 30, 1993; the next one-third increase added to the base salary of emergency services operators effective June 30, 1994; and the final one-third increase added to the base salary of emergency services operators effective June 30, 1995. Thereafter, emergency services operators shall be paid ninety-two (92%) percent of the base salary of police officers.
- E. All salaries shall be expressed in whole dollars. After applying the percentage described above, the salaries shall be rounded up to the next highest whole dollar.
- F. If there is established by arbitration, negotiation, or otherwise a different base salary for police officers, this Agreement shall be adjusted to conform thereto so as to maintain the pay equity relationship between the emergency services operators and the police officers.

II. MISCELLANEOUS

- A. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the plan shall be optional with each employee.
- C. Credit Union Deductions: In the event that Michigan Council #25 organizes a Credit Union, the City will permit payroll deductions in the same manner and form it is now doing for the Detroit Municipal Employees Credit Union.
- D. Step increments shall be automatic.
- E. Step increments for hourly rated employees shall be at the same time intervals as step increases for police officers.
- F. The annual step increment for salary classifications shall be ninety-two (92%) percent of the step increase paid to police officers.

Half steps shall be one-half of ninety-two (92%) percent of the step increase paid to police officers.

- G. Step increments for emergency services operators shall be paid over the identical period as that of step increases for police officers.
- H. Employee benefits for employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee.

III. CORRECTION OF PAYROLL ERRORS

Where by payroll error an employee is underpaid or overpaid the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making an overpayment recovery.

The correction of the overpayment shall be made within 60 days after notification to the department personnel office.

For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through appropriate legal proceedings."

The City's Last Best Offer is set forth as follows:

"39. WAGES

The City proposes as its last best offer of settlement on wages, that effective June 12, 1993, the annual salary range for the classification of Emergency Services Operator shall be increased to \$25,942--\$31,276, and that beginning as of that date, the 'City of Detroit Employees' Equality Of 10% Wage Sacrifices' deductions be applied for 24-months to end on June 11, 1995, when the aforestated salary will begin to be received without any concessionary reductions.

The effective result and yield of this wage offer is as follows:

<u>Current Wage</u>	<u>6/12/93--6/11/95</u>	<u>6/12/95 & Afterward</u>
\$22,343--\$26,938	\$23,348--\$28,149	\$25,942--\$31,276

(Retroactive wages will be due for the increases in pay rates applicable to hours worked between 6/12/93 and the date the new rate is implemented following issuance of the Act 312 Award [assumed to be approximately 19+ months or approximately \$2,000 for an ESO at maximum pay, exclusive of any additional retroactive wages payable on overtime hours which may have been worked])."

The Union with no mincing of words reiterates that in its view "there is not a dime's worth of difference between the ESO job and the jobs of AFD and PCO." Despite the above, the Union agrees "Dr.

Ziemba's report can be used as the basis upon which to draw some conclusions with respect to the value to the City of the ESO job relative to the AFD and PCO jobs." The Union maintains its proposal is fair and reasonable:

"AFSCME has brought the issue to this 312 panel for a fair and equitable resolution. AFSCME has retreated from its original proposal of 'parity' or 100% pay equity with respect to wages, to the eminently defensible 92% of AFD (and police officer/fire fighter) wages. As Dr. Barker outlines in her testimony on June 3, 1994, without changing Dr. Ziemba's scale, and without Dr. Ziemba's full compliance with the court's instructions, in his re-analysis, the ESO job is still at least 92% comparable to the AFD and PCO jobs.

Obviously, only an equitable multiplier will put this issue to rest. Equally obviously, the ESOs wages could be reduced if the AFD, PCO, police officer, and fire fighter wages were reduced. The ESOs understand and accept that fact as part and parcel of their proposal. Actually, at 92% of beginning AFD salary, in accordance with the 1995 DPOA 312 Arbitration Award, the beginning ESO salary would increase slightly, from \$22,343 to \$23,000. At the top of the scale, ESOs' wages would increase from \$26,936 to \$33,851.40 as of June 30, 1995. Wages increases would be in six steps, just as in the 1995 DPOA Award (pp 69-70). However, newly hired AFDs at \$25,000 per year would no longer be paid more than experienced ESOs, a travesty by any measure."

The Union further points to the recent award by Arbitrator Roumell involving the City and the DPOA and urges:

"...the City's proposal for a ten percent reduction in wages shall be no more applicable to the ESOs than it was to the AFDs, PCOs, police officers and fire fighters."

In any event, "the City's financial position is much better than its witnesses testified during the hearing" in the Union's view.

The City emphatically denies the acceptance in any manner whatsoever of a parity relationship between the ESOs and "any other job title within or outside the City of Detroit." Despite the above the City justifies its Last best Offer as follows:

"This wage offer is made to provide a salary which reflects the result set forth in the 'revised' (second) independent job evaluation study of the Emergency Service Operator position. In making this wage proposal, the City of Detroit is not affirmatively adopting or concurring in the outcome of the study, instead the City is merely recognizing the study's existence and presentation within the Act 312 record."

The City stresses its financial plight and further emphasizes:

"..., this Panel should take into account that the City is offering to pay the ESO's the only wage increase earned by any bargaining unit in the City of Detroit. Given the fact, that nearly every other City employee endured 10% wage concessions during 2 years of the 1992-1995 collective bargaining term it is certainly fair to ask the ESO's to decrease their retroactive pay (similar to the DFO's) by a corresponding 10%. Each ESO will still receive approximately \$2,000 in retroactive pay even with the 10% concessions.

Furthermore, the City's offer will place the ESO's ahead of all other comparable cities with respect to the percentage of their pay relative to police officers. The City's offer will essentially increase the ESO's to 85% of a Detroit Police Officer. The bulk of the cities presented as City and Union comparables pay ESO's at a rate of 70%-80% of police officers. It is interesting to note that this percentage largely reflects the differences found in Dr. Ziemba's original report which was approximately 76%."

Finally, the City urges:

"The Union in the instant case has presented absolutely no evidence to justify any pay relationship to police officers."

Both Parties in this case have referenced the Award issued by the Arbitration Panel chaired by Arbitrator Roumell involving the City and the Police Officers. In that voluminous Opinion, it is clear that Arbitrator Roumell regarded the City's financial plight to be a real and severe condition which requires that both sides recognize reality:

"This is not a time for second-guessing on the part of either party. This is a time for realism. This is a time when Detroit must pay its police officers competitively, due to the nature of their work. Police officers must recognize they can only be paid within the financial means of the City. Under all of the circumstances, neither the City nor the Association and its police members could expect different results than here."

The above comments are also apropos in this case.

The distinguishing feature of this dispute is that while the other negotiations, Arbitrations and fact-findings involving the City and other units were grounded on economic considerations, this one is additionally and primarily grounded on a contention of incorrect assessment of job skills and responsibilities.

After careful consideration, the Panel concludes that the Last Best Offers of the City and the Union have serious deficiencies. While the City agrees to an enhanced Wage Offer it also seeks a 10% Wage Sacrifice with the net result that an increase of only 4.5% obtains for the period 6/12/93 to 6/11/95. The Union, on the other hand, appears fixated on a demand for parity with Police Officers. While it is true that the Assistant Fire Dispatchers have such parity, the rationale for extending a parity relationship to yet

another group of employees is not readily apparent. The Panel does not denigrate the work performed by the ESOs but merely notes that the extent to which their work has a parity relationship with Police Officers is tenuous at best.

With reference to the matter of wages to which the ESOs are entitled, the Panel concludes the Union's Offer has more merit. That is to say the Union's Last Best Offer in dollars and cents is accepted, however, all reference to a parity relationship to Police Officers is rejected - it is determined the latter is not an economic demand in the sense that the Panel must accept it as part of the Union's Last Best Offer.

The ESO salary effective June 30, 1995, will be as follows:

\$25,628 - \$33,851

The above amount will be implemented in incremental amounts as follows:

	<u>Minimum</u>	<u>Maximum</u>
6/30/93	\$23,438	\$29,242
6/30/94	\$24,533	\$31,546
6/30/95	\$25,628	\$33,850

It is the Panel's assessment that with this Award any pre-existing inequity has now been corrected.

The Panel is aware that the Award herein does not impose a ten (10%) percent reduction in earnings over a two (2) year period in the same manner that all other City non-uniformed employees experienced. For purposes of this case, the Panel determined that

the Union's Last Best Offer was the one more justified at this point in time. The Panel does not intend that the ten (10%) percent reduction has necessarily been put to rest by virtue of this Award.

At this juncture, it is perhaps instructive to consider the following comments by Fact-Finder Lipson in his May 19, 1993 Report relative to the City of Detroit and AFSCME:

"It is your Fact-Finder's view that the propriety of a 10% reduction for Detroit's AFSCME employees should be determined, not only in terms of circumstances that faced the present parties in 1992 and 1993, but by considering the matter from a perspective that includes all relevant factors, including the future. Indeed, the collective bargaining agreement now to be established is not the first, nor will it be the last between the parties.

A look at the expired 1989-1992 contract makes it apparent that the AFSCME employees have profited from the collective bargaining relationship over the years. Thus, the employees have had Union representation which has ensured job rights, which include protection from arbitrary treatment, a say in working in conditions, and seniority-provided job security. They have enjoyed fringe benefits, including broad health insurance and pensions, as well as vacations, sick leave, and supplemental unemployment benefits --- all of which aggregate far more than the average in the American workplace. Average earnings for this bargaining unit at the time of the hearings came to about \$23,000 or \$24,000 annually, and, as indicated above there were three annual wage increases provided in the last contract.

When a labor agreement is bargained, there is interplay among the parties, involving such elements as compromise, pressures of the moment, and practical judgments. Those who negotiate, frequently take positions not only on the basis of present considerations, but in view of their permanent relationships.

Labor negotiators are not usually fiscal or budgetary experts, and rarely is a labor settlement based on the kind of precise calculation characteristic of accountants or auditors. Thus, a settlement can be either more or less than the employer should pay, or more or less than

the employees deserve, or other than the ultimate facts justify.

What is presently appropriate should be decided by considering not only the City's present financial situation, but that of its past and probable future. While the Union attributes part of the City's fiscal difficulties to lack of efficiency and waste of resources, it does not deny that Detroit's budget must be balanced and that expenditures must be reduced to accomplish same. Detroit's difficulties, which are based on many factors that the City administration cannot control, have been known for a long time, and, unfortunately, there is a little basis for future optimism. In sum, everybody, even AFSCME, agrees that the City is in trouble and that reductions in expenditures are necessary."

The bottom line is that the negotiation process is ongoing and it is necessary for all Parties concerned to give serious consideration to the realities which exist at any given point in time.

To the extent that the Police Officers Unit has any relevance, it is noted that they were not granted a pay raise for the period involved herein. Moreover, Arbitrator Roumell referenced other economic factors which are not applicable in this case.

Longevity:

The ESOs seek a Longevity benefit which is paid to the uniformed personnel. The uniformed employees are a separate breed and it is simply untenable for this Unit to regard itself as a part of that group. The ESOs are civilians and they operate in a totally civilian milieu. The Panel rejects the Union's Last Best Offer on Longevity and awards the status quo which is applicable to all civilian City employees.

Hospitalization

The Union's Demand is that:

"Family shall be defined to include an employee and one or more legal dependent(s)."

The Panel is not persuaded that the above proposal has merit. All other city employees are governed by the status quo and the record is devoid of any significant problems caused by the existing language. If problems do exist, it is a matter which the Parties should resolve by way of negotiations rather than by an Award of this Panel.

Retirement

The Union explains its Retirement proposal as follows:

"After the hearings, the Union redesigned the pension proposal to accomplish the most important element of the Union's original proposal, early retirement without a reduced retirement benefit, and to allay the City's concerns about costs.

The Union's last best offer changes only two things from the City's proposal, and would cost the City nothing. This is accomplished by making the previously voluntary contribution to the annuity savings fund mandatory and setting it at 5%. The value to the City of Section F of the Union's proposal was recognized by the City in City Exhibit 25. The cost to the City of the Union's proposed early retirement after 25 years of service without a reduction in pension benefit was calculated by the City to be 1.14% (C-25, p 1).

The City acknowledges under the comment, the value of a 5% mandatory employee contribution.

COMMENT: Annuity contributions to DGRS are voluntary. The cost of this proposal would be offset by approximately 85% of future annuity contributions by ESO members. For example, if all ESO members contribute 5% during all years

of employment, the net employer cost of proposal 2 would be 1.34% (5.59% - .85 x 5.00%).

C-25, p 3

By making the 5% employee contribution mandatory, the City would save 5.59% less 1.34%, or 4.25%, under the Union's last best offer. This 4.25% savings is considerably greater than the 1.14% cost of retirement eligibility after 25 years. Accordingly, the ESO pension proposal will result in a net savings to the City.

Furthermore, the 1.14% calculation may be overstated in that the ESOs modifications in the last best offer permit accumulation of time at the 1 to 1.2 ratio only during the time an employee works as ESO, and to be eligible the employee is required to retire from the ESO position. In any event, the City will save more than 3.11% if the Union is awarded its pension proposal."

A summary of the City Offer follows:

"The City is offering the same pension benefit improvements available to all other City employees who have agreed to contract concessions. Therefore, the City is essentially offering an improvement in the pension benefit factors to 1.5% for the first ten years of service; 1.7% to the second ten years; 1.9% to each year in excess of 20. The City is offering various other additional improvements which will equalize the ESO pension plan with that of other civilian employees."

The Panel discerns no pressing need for the Union's proposal. An ESO who wishes to retire early has the option of making contributions to the annuity savings fund. Another important consideration is that a uniform system for all civilian employees represented by non-uniformed bargaining units eases the administrative burden.

The Panel rejects the Union Proposal and adopts the City Proposal relative to Retirement.

Workers Compensation:

The basis for the Union's demand on this matter is set forth as follows:

"The ESOs are unique among civilian employees in that some ESOs work enough overtime that if an ESO suffers an on-the-job injury which requires her to be off work for more than nine months, she loses her city health insurance, life insurance and the accrual of sick days. The reason for this is that some ESOs have worked so much overtime they are unable to 'supplement' their workers compensation income to bring them up to 95% of their base take home pay.

Sylvia Gamble described what it means 'to supplement'. Employees may use the time in their sick days to make up the difference between their workers compensation payment and 95% of their take home pay, based on wages without overtime. The ESOs want the benefit of being considered to be on the payroll 'regardless of the supplementing.'

* * *

The Union's proposal with respect to workers compensation merely gives to the ESOs what other employees, by virtue of being able 'to supplement' their workers compensation income, already have; that is, to be maintained on the payroll for purposes of city health insurance, life insurance, and accrual of sick days for more than nine months, if their injuries keep them out longer."

The City contends the Union's Proposal should be rejected noting that its Proposal to maintain the status quo "is the standard benefit for General City civilian employees."

Although the Panel has resisted other attempts to deviate from the benefits available to General City civilian employees, in this instance, the Union's Proposal has merit. It is incongruous that ESOs are denied such benefits as continued hospitalization and life insurance solely as a result of having worked a large number of

overtime hours. The City realizes a benefit when ESOs work overtime because that reduces the need for additional employees.

The Panel adopts the Union's Proposal on the issue of Workers Compensation with the following proviso. The intent is for the ESOs to be treated the same as those employees who are able to supplement, with the result that, the ESOs will receive the same benefits as those who are able to supplement. It should be understood that granting the Union proposal does not alter the existing Program by which an employee may qualify for Duty Disability or ^{Long} ~~Long~~ Term Disability after nine (9) months on Workers Compensation.

A W A R D

The following is Awarded as to each Issue:

Wages:

	<u>Minimum</u>	<u>Maximum</u>
6/30/93	\$23,438	\$29,242
6/30/94	\$24,533	\$31,546
6/30/95	\$25,628	\$33,850

Longevity:

The Status Quo is Retained.

Hospitalization:

The Status Quo is Retained.

Retirement:


The City's Last Best Offer is Awarded.

Workers Compensation:

The Union's Last Best Offer is Awarded.


JOSEPH P. GIROLAMO
Chairperson


DENNIS RASCH
Employer Delegate

Representing on the issue of wages

SANDRA WILLIAMS
Union Delegate

DISSENT
ATTACHED

DATED: SEPTEMBER 25, 1995

Dissenting Opinion of City's Panel Delegate

Dennis C. Rasch

As the City's panel delegate, I concur with the award on all issues with the exception of Wages. This dissent should not be construed in anyway as denigrating the dedication and quality of services provided by the men and women who operate the City's 911 Communication System. It is fully recognized that these employees are a vital link between the community and the City's emergency services. However, the award is disturbing for several reasons which compels me to register my dissent.

First, the award fails to credit or appreciate the fact that virtually every Union and non-union employee sacrificed their earning levels for a two-year period during a time when the City was going through a period of severe financial distress. Certainly, no other group received a pay raise during the 1992-1995 contract period. This award excuses this group from any responsibility. Even the Police Officers, with whom the Union sought parity with, received **NO PAY** increases during this period. It appears that none of these factors had any influence on the panel despite the fact that comparability of other employees is one of the Section 9 factors in the Act.

Second, the award is premised on the fact that the City's financial situation has improved. It is certainly true that a small surplus is an improvement over successive years of deficit. However, the arbitrator in the Police Arbitration Case recognized that the City's position is precarious at best by awarding several cost reduction measures in order to finance any wage pay

several cost reduction measures in order to finance any wage pay raises. This award provides no offset nor relief to the City' financial difficulties. Instead, this award fails to recognize in any way how employee sacrifices might have contributed to this surplus situation and ignores the economic reality of a three-year retroactive award of a *million and a half dollars*. It is excessive in that it pushes Emergency Services Operator's pay beyond all Police Officers, most Fire Fighters, and all other emergency service operators in the Tri-County Area. The award cites Fact Finder Lipson's Report noting that "Detroit's difficulties is based on many factors that the City Administration can't control..." . A three-year retroactive arbitration award can certainly be counted now as one of these factors.

Third, although the award clearly maintains the historic differences between this group of civilians from Assistant Fire Dispatchers and all uniform personnel by denying parity as an economic issue, the award creates the anomalous situation where a newly hired Emergency Services Operator will, effective July 1, 1995, begin receiving wages higher than an entry level Police Officer with whom the Union originally sought parity. This is even more than the Union had requested.

For the foregoing reasons, I must respectfully dissent from the Panel's decision on Wages.



Dennis C. Rasch

September 18, 1995



MICHIGAN AFSCME COUNCIL 25

American Federation of State, County
and Municipal Employees, AFL-CIO

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COMMENTS FOR THE RECORD BY SAUNDRA WILLIAMS, UNION DELEGATE; ATTACHMENT TO AND PART OF THE ARBITRATION AWARD IN MERC CASE NO. D 92-G-1533

Saundra Williams, Union Delegate, respectfully
dissents from the award in MERC Case No. D 92 G-
1533 with respect to the issues of longevity,
hospitalization and retirement.

Saundra Williams, Union Delegate, concurs with
the award with respect to wages and workers
compensation.

However, for the record, she further expresses
her disappointment that, with respect to the wage
issue, that the arbitrator stated "all reference to
a parity relationship to Police officers is
rejected" even though the parity demand has been
withdrawn by AFSCME and an "equitable multiplier of
92%" was substituted by AFSCME in its last best
offer, with the intention that it be based on
assistant fire dispatcher wages. Nevertheless,
Saundra Williams concurs with the fact of the award
awarding the monetary value of 92% of assistant
fire dispatcher wages, phased in as stated in the
award, and with the impartial arbitrator's
statement that "with this award any pre-existing
inequity has now been corrected."

SAUNDRA WILLIAMS
Union Delegate

Dated: September 19, 1992