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STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
ACT 312 ARBITRATION

*In the Matter Between:*

**TOWNSHIP OF WASHINGTON**

**AND**

**MERC Case No. D97 A-0033**

**FIRE FIGHTERS UNION LOCAL 3299**

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**ACT 312 DECISION**

**Impartial Chair Anne T. Patton  
April 7, 2000**

**Panel**

Anne T. Patton, Impartial Chair  
Jack Dorrough, Employer Delegate  
Tony Krepps, Union Delegate

**Attorney for the Employer:**

Kenneth E. Scherer, Attorney

**Witnesses for the Employer:**

Chief Gerald Alward  
Sera Smith, Financial Manager  
William Waterson, Assistant Chief  
Gary Kirsch, Township Supervisor

**Attorney for the Union:**

Ronald R. Helveston, Attorney  
William J. Karges, Attorney

**Witnesses for the Union:**

Tamara Smith, Legal Assistant  
Tony Augugliaro, Local President

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**INTRODUCTION**

This matter was referred by the Michigan Employment Relations Commission (MERC) pursuant to Public Act 312 of 1969, as amended by Act 127, Public Acts of 1972 (MCLA 423.231 et seq.) [the Act], and the undersigned was appointed as the impartial arbitrator to chair the panel. Hearings were conducted before the Arbitration Panel at the offices of Washington Township on October 13, December 8 and 14, 1998 and February 2 and 12, 1999.

The Township of Washington (Employer, Township, or Department) and the Washington Township Fire Fighters Association, Local 3299, IAFF, AFL-CIO (Union) seek to complete the successor to their 1993-1997 Collective Bargaining Agreement.

## **THE ISSUES**

The Petition for Arbitration, filed by the Union on February 27, 1998 and received by the Michigan Employment Relations Commission (MERC) on March 4, 1998, identifies the following unresolved issues in dispute:

1. Wages
2. Pension-Eligibility
3. Pension-Employer Contribution
4. Retiree Health Insurance
5. Retiree Life Insurance
6. Holiday Pay
7. Promotions
8. Continuation of benefits while on duty or non-duty disability or for spouse and dependents if duty death
9. Food Allowance
10. Station Assignment Bid

The Employer did not file an Answer to the Petition identifying any additional issue.

At the Pre-Hearing Conference held on July 17, 1998, the parties agreed that all of the above issues, with the exception of Number 10. - Station Assignment Bid, are economic issues.

By letters dated February 19, 1999, the parties agreed that the arbitrator is to consider wages on a year-by-year basis such that each year of the wage proposal will be treated as a distinct and separate issue.

On or about August 10, 1999, the parties resolved issue No. 3 - Pension - Employer Contribution. Their agreement is set forth below.

## **RELEVANT STATUTORY FACTORS**

As to each economic issues, Section 8 of the Act directs the Act 312 Panel to "adopt the last offer of settlement, which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in Section 9." Section 8 further directs that the findings, opinions and orders as to "all other issues," i.e., non-economic issues, shall be based upon the applicable factors in Section 9.

Section 9 directs the Panel to 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 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.

In *City of Detroit*, 408 Mich 410; 294 NW2nd 68, 97 (1980), the Michigan Supreme Court discussed application of the Section 9 factors, as follows:

The legislature has neither expressly nor implicitly evidenced any intention in Act 312 that each factor in Section 9 be accorded equal weight. Instead, the Legislature has made their treatment, where applicable, mandatory on the panel through the use of the word 'shall' in Sections 8 and 9. In effect, then, the Section 9 factors provide a compulsory checklist to ensure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the Legislature and codified in Section 9. Since Section 9 factors are not intrinsically weighted, they cannot of themselves provide the arbitrators with an answer. It is the panel which must make the difficult decision of determining which particular factors are most important in resolving a contested issue under the singular facts of a case, although, of course, all 'applicable' factors must be considered.

Section 10 of Act 312 provides that the decision of the arbitration panel must be supported by "competent, material and substantial evidence on the whole record."

In this case, the following factors were given the same consideration as to all issues for the reasons specified:

**Section 9(a). The lawful authority of the employer.**

There is no dispute regarding the lawful authority of the employer.

**Section 9(b). Stipulations of the Parties.**

In Joint Exhibit No. 10, the parties stipulated as follows:

**Timeliness**

The parties stipulate that the statutory time limits are waived to the extent consistent with the dates and schedules set forth in the pre-hearing report.

**Jurisdiction**

The parties agree that the Panel has jurisdiction to hear all issues placed before it.

**Contract**

The parties agree to stipulate that the Contract will consist of:

1. All issues resolved by the Act 312 Panel.
2. All tentative agreements placed on the Act 312 record, and
3. All provisions of the 1993-97 Contract to the extent they were not change by 1 or 2.

**Section 9(c).** The interests and welfare of the public and the financial ability of the unit of government.

There is no claim of inability to pay. Rather, the Employer presents arguments based on financial considerations, which it claims justify adoption of its Last Best Offer over that of the Union. Discussion of the fairness and financial appropriateness of the parties' competing positions on economic issues will be evaluated in the sections addressing the Last Best Offers.

From 1988 to 1998, total state equalized valuation (SEV) increased 201.24%, the largest increase among comparable communities. Union Exhibit No. 34. The Township has the second highest SEV per capita among the comparables, more than 39% above the average. Union Exhibit No. 35. The Employer is the second lowest among comparables with respect to the tax burden paid by residents of the Township in 1997. Union Exhibit No. 37.

The Department receives revenues from two dedicated millages and from providing its ALS services to other communities. The Department does not rely on any funds from the general fund. As of March 31, 1997, the fund balances earmarked for ALS and Fire Services amounted to over \$2.6 million and the excess of revenues over expenditures amounted to about \$319,369. Union Exhibit No. 10, page 25. As of March 31, 1998, the fund balance increased to over \$2.8 million and the excess of revenues over expenditures amounted to about \$253,833. Union Exhibit No. 30, page 25.

**Section 9(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.**

The parties were unable to stipulate to which communities were comparable to the Employer. On October 13, 1998, a hearing was held on this issue. On November 16, 1998, I issued a Decision on Comparable Communities adopting the following 11 communities as external comparables:

Brandon Township  
Bruce Township  
Clinton Township  
Eastpointe  
Harrison Township  
Independence Township  
Roseville  
St. Clair Shores  
Shelby Township  
Sterling Heights  
White Lake Township

Internal comparables include non-firefighting employees of the Employer and the approximately 26 part-paid, non-represented firefighters employed by the Employer.

(ii) In private employment in comparable communities.

Neither party proposed any private employer as a comparable. Indeed, comparing public sector fire fighting employees with private sector employees would be problematic because no employees in private sector perform the same job functions.

**Section 9(e). The average consumer prices for goods and services, commonly known as the cost of living.**

The Panel takes arbitral notice of the following increases in the Consumer Price Index for the Detroit / Ann Arbor area:

1996 to 1997	2.5% increase
1997 to 1998	2.2% increase
1998 to 1999	2.6% increase

**Section 9(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.**

As of 1998-99 and currently, the Employer's base salary is \$38,939 per year. The following chart compares the base salaries in each of the comparable communities with the base salary paid by the Employer.

**1998-99**

COMMUNITY	BASE SALARY	RANK
Brandon Township	\$37,935	11
Bruce Township	\$30,013	12
Clinton Township	\$47,418	4
Eastpointe	\$42,073	7
Harrison Township	\$48,127	3
Independence Township	\$38,922	10
Roseville	\$45,495	5
St. Clair Shores	\$45,371	6
Shelby Township	\$49,703	2
Sterling Heights	\$51,530	1
Washington Township	\$38,939	9
White Lake Township	\$40,632	8
AVERAGE excluding Washington Township	\$43,383.55	

**Township Rebuttal Exhibit to Union Exhibit No. 56.**

As shown in the above chart, the Employer ranks 9<sup>th</sup> among comparable communities in the amount of base salary. The Employer's base salary is \$4,444 less than the average salary, which is about 10% below average.

Currently, the Employer's five-year firefighters receive total cash compensation in the amount of \$43,152, ranking them 9<sup>th</sup> among comparables. The following chart showing the total cash compensation for five-year fire fighters indicates that, on average, the comparables pay 8.8% more to their five-year fire fighting employees than the Employer does.

### 1998-99 FIVE YEAR FIRE FIGHTERS

COMMUNITY	TOTAL CASH COMPENSATION	RANK
Brandon Township	\$41,199	10
Bruce Township	\$33,599	12
Clinton Township	\$50,324.32	6
Eastpointe	\$49,617	7
Harrison Township	\$53,645	2
Independence Township	\$40,439.90	11
Roseville	\$50,971.62	4
St. Clair Shores	\$50,728.68	5
Shelby Township	\$52,080.80	3
Sterling Heights	\$54,433.80	1
<b>Washington Township</b>	<b>\$43,152</b>	<b>9</b>
White Lake Township	\$43,435.73	8
<b>AVERAGE excluding Washington Township</b>	<b>\$47,315.90</b>	

Township Rebuttal Exhibit to Union Exhibit No. 57.

Currently, ten-year firefighters receive total cash compensation in the amount of \$43,651, ranking them also 9<sup>th</sup> among the comparables. The following chart showing the total cash compensation for ten-year fire fighters indicates that, on average, the comparables pay 9.5% more to their ten-year fire fighting employees than the Employer does.

### 1998-99 TEN YEAR FIRE FIGHTERS

COMMUNITY	TOTAL CASE COMPENSATION	RANK
Brandon Township	\$41,957.40	10
Bruce Township	\$34,099	12
Clinton Township	\$50,573.92	6
Eastpointe	\$50,459	7
Harrison Township	\$54,787.85	3
Independence Township	\$40,684.90	11
Roseville	\$51,622.62	5
St. Clair Shores	\$52,035.24	4
Shelby Township	\$55,207.42	1
Sterling Heights	\$55,098.80	2
<b>Washington Township</b>	<b>\$43,651</b>	<b>9</b>
White Lake Township	\$44,266.06	8
<b>AVERAGE excluding Washington Township</b>	<b>\$48,253.84</b>	

Township Rebuttal Exhibit to Union Exhibit No. 57.

**Section 9(g). Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.**

No proofs were introduced at arbitration regarding changes in circumstances during the pendency of this proceeding.

Section 9(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.

Regarding the parties' bargaining history, Union President Tony Augugliaro testified without contradiction that the parties realized that the compensation paid by Employer was "way under the County average." Based on that realization, the parties agreed to increase the fire fighters compensation to bring the Employer's wages up to par. Augugliaro, Volume 1 at page 23. The actual raises during the term of the 1993-97 Contract were 6%, 6.5%, 7.3% and 6.8%. *Id.*

## GENERAL BACKGROUND INFORMATION

### The Township

The Township comprises an area of approximately 36 square miles and is located in northeastern Macomb County. Historically, the Township consisted primarily of farmland. Currently, the Township remains largely undeveloped. However, it is expected to undergo considerable growth and development in the near future. In a newspaper article dated January 31, 1999, the Township Clerk was quoted as follows:

Farmers are selling their land, and developers now own every major parcel of land in the township. . . . Shelby, Macomb, Sterling Heights have already been through [this rapid growth] and we're next, because this is where people want to live.

Union Exhibit No. 90.

The same article noted that new construction could continue "unabated for at least the next several years, depending on the economy" because the Township Board had recently voted to share the cost of a new gravity sewer with ten other communities. (Between about March and September 1998, the Board had imposed a moratorium on accepting new sanitary sewer permit applications.)

The article sets forth the following statistics:

- Commercial development more than doubled to \$10.5 million in total construction value in 1998.
- In the first six months of 1998, the Township witnessed a record \$36.2 million in new construction, \$12 million more than the first six months of 1997.
- In the second half of 1998, a new record of \$40.8 for construction value was set.
- Most of the new construction continued to be new homes
- Four hundred and three new homes were approved in 1998, and there has been an average of about 300 new homes per year since 1994.
- The Macomb County Equalization Department estimates property values will rise 7.8% in 1999.
- The number of building, plumbing, mechanical and electrical inspections in 1996 (9,877) rose 62% from 1997 (6100).
- The number of permits issued in 1998 (2934) for building, plumbing, mechanical and electrical work rose 49% from 1997 (2012) levels.
- The dollar volume generated by permits in 1998 (\$604,897) increased 46% compared to 1997 (\$383,309) levels.

However, Supervisor Gary Kirsch testified that since the moratorium on new sanitary sewer permit applications was lifted in September 1998 there has not been an influx of requests for approval of new projects and further that he is not aware of any new applications. Volume 5 pages 89-90.

### **The Fire Department**

The Department is "full service" and licensed to provide Advanced Life Support (ALS) emergency medical services (EMS), fire prevention services, and fire suppression services on a 24 hour per day, seven-day per week basis. Additionally, the Department provides these services outside Township boundaries pursuant to a Macomb County Mutual Aid Pact.

In 1997, the total number of runs for the Department was 998. Union Exhibit No. 46. In 1998, the total number of runs was about 989. Joint Exhibit No. 6. The majority of runs are typically rescue / ambulance calls. In 1997, the Department featured about 50 runs per fire fighter, which is less than the average of 77 for comparable communities. Township Rebuttal to Union Exhibit No. 47.

### **The Collective Bargaining Relationship**

In February 1990, the bargaining unit was first organized. The parties succeeded in negotiating and agreeing upon the terms of their first collective bargaining agreement, dated 1990 to 1993. The parties were equally successful in negotiating a second collective bargaining agreement, dated 1993 to 1997. This is the first time the parties have pursued the Act 312 procedure for settling contract disputes. Transcript Volume 5 pages 21-24.

### **The Collective Bargaining Unit**

In 1989, the Department hired six full-time fire fighters. In February 1990, the Union became the representative for purposes of collective bargaining. The Department added three more full-time employees in 1995 and again in 1997. Currently, the Department employs 12 full time Fire Fighters at two stations. Augugliaro, Volume 5 pages 21-24. Each station is staffed with one, two-person crew, who are responsible for maintaining and cleaning all vehicles and equipment housed at their station. Vehicles housed at both stations include an ambulance, a water truck, a fire engine and a ladder truck. Augugliaro, Volume 1 pages 16.

Fire fighters provide the primary response for all fire-related, medical-related, and rescue-related emergencies. All bargaining unit members are State certified Paramedics, the highest level of certification and training that can be obtained by emergency medical personnel. Joint Exhibit No. 8. This level of certification means that the full-time fire fighters, who arrive first on the scene, are qualified to treat and transport patients without having to wait for further assistance or a better-equipped vehicle. One member is certified as an instructor-coordinator enabling him to provide in-house training. About four others are CPR Instructors.. To maintain their certification, the fire fighters undergo continuous training on a daily and weekly basis. Augugliaro, Volume 1 pages 17-18. Additionally, fire fighters perform fire prevention duties and public education activities.

### **CONTRACT DURATION**

The parties were unable to stipulate to the duration of the Contract. On January 8, 1999, the Chair issued an Interim Decision ruling that the Contract will have a four-year term from April 1, 1997 to March 30, 2001. Article XXXIII, Terms of the Agreement, shall be so modified.



## **ECONOMIC ISSUES**

### **PROMOTION – ARTICLE II**

#### **The 1993-97 Contract**

No section regarding promotions.

#### **The Union's Last Best Offer**

Add new section to Article II, as follows:

Effective upon issuance of the Act 312 arbitration award, the following ranks are established: Sergeant, Lieutenant, Captain, and EMS Coordinator. These positions are independent of part-paid officer positions.

Promotions shall be made in accordance with seniority and with the eligibility requirements delineated herein. Personnel shall serve a six month probationary period after which time the employee may be returned to his or her former rank for just cause.

Full-time personnel are eligible for promotion on the basis of seniority, provided the following eligibility criteria are met:

For promotion to the rank of Sergeant:

Must have a minimum of three (3) years in grade as a full-time Fire Fighter / Paramedic and must have or obtain Fire Officer I certification within one (1) year from the date of promotion.

For promotion to the rank of Lieutenant:

Must hold the rank of a full-time Sergeant and must have or obtain Fire Officer II certification within one (1) year from the date of promotion.

For promotion to the rank of Captain:

Must hold the rank of full-time Lieutenant and must have or obtain Fire Officer III certification within one (1) year from the date of promotion.

All Fire Officer certification classes, training and testing will be provided by or at the expense of the Employer. The Employer shall provide all current full-time personnel, with three (3) or more years of seniority, Fire Officer I and II classes, training and testing within one (1) year after issuance of the Act 312 arbitration award and thereafter as each full-time employee attains three (3) years of service.

All vacancies in the above ranks shall be filled by the members occupying the next lowest rank. If no qualified candidates exist in the next lowest rank, candidates from the next lower rank become eligible for promotions.

#### **The Employer's Last Best Offer**

Add a new Article, as follows:

Effective upon the issuance of the Act 312 Arbitration Award, the rank of Sergeant and EMS Coordinator will be added to the full-time fire department. Promotions to these positions are independent of part-paid officer positions. Whether or not a vacancy exists in either of the positions shall be at the discretion of the Township.

Part-paid and full-paid personnel of equal rank shall have equal authority.

In the event a need for a Lieutenant or Captain's position arises during the term of this agreement, the parties agree that the contract shall be reopened for negotiations regarding those positions.

The method of selection for the foregoing positions shall be as follows:

1. An oral exam before an oral board to be selected by the Michigan Municipal League or an entity mutually agreeable to the Union and the Township. This portion of the promotional evaluation shall constitute 40% of the points for the position.
2. A written examination to be provided by the Michigan Municipal League or an entity mutually agreeable to the Union and the Township. This portion of the promotional evaluation will equal 60% of the total points.
3. One point shall be given for each year of seniority a firefighter has up to a maximum of ten points.
4. The successful candidate shall serve a six-month probationary period. In the event his performance is unsatisfactory, he will be returned to his prior rank and position.

In order to be eligible for the position of Sergeant of EMS Coordinator, a firefighter must have at least three years experience with the Washington Township Fire Department.

### **Introduction**

The Last Best Offers (LBOs) have several features in common: 1) Both propose a rank structure, which includes Sergeant and EMS Coordinator. 2) Both propose that part-paid and full-paid personnel of equal rank shall have equal authority. Although this is not explicit in the Union's LBO, it is obvious from the fact that the Union's prior proposal stated that full-time officers would have authority over part-paid officers of equal rank. 3) Both propose a six-month probationary period.

The critical differences between the LBOs are: 1) The Union proposes a rank structure that includes Sergeant and EMS Coordinator, plus Lieutenant and Captain. The Employer proposes reopening negotiations should the need for a Lieutenant or Captain arise. 2) The Union's proposed method of selection is premised on the principle of most senior qualified employee, while the Employer's proposed method is based on oral and written testing with minimal consideration given to seniority. 3) Under the Union's proposal, personnel may be returned to their former rank upon completion of probation only for "just cause." The standard proposed by the Employer is "unsatisfactory" performance.

### **Background**

In 1955, the Department started with a force of part-paid employees. Currently, there are about 26 part-paid personnel. Typically, the part-paid employees have other full-time jobs and do not respond to calls while working their regular jobs. When they do respond to an alarm, part-paid employees report first to the station and then proceed to the scene.

Since about the 1970's, the part-paid force has had a rank structure consisting of Assistant Chief (1), Captain (2), Lieutenant (1), and Sergeant (1). Vacancies in the rank structure are posted in each station. Qualified bidders for the Sergeant position are given a written, oral, and practical test. Alward, Volume 5 at page 71. Bidders for the Lieutenant and Captain positions are not tested unless there are two applicants. This has never happened. Alward, Volume 5 at pages 71-72. The bidder with the highest score is awarded the job. Alward, Volume 5 at page 61. The written test is prepared by the Captain and Lieutenant from various testing books and is based on the Department's own operating procedure. Alward, Volume 5 at page 68. Experience has also been a factor in the promotion of part-paid employees. Alward, Volume 5 at page 77.

In 1989, the Department hired its first contingent of full-time personnel. Local President Tony Augugliaro was among the first six hired. According to Augugliaro, Chief Gerald Alward assured him at the time of his hire that there would be an opportunity for full-time employees to "climb the ladder." Augugliaro, Volume 5 at page 22. For this reason, the first collective bargaining agreement contained a provision (Article XV, Section 2) for acting pay when employees were appointed to fill a temporary vacancy in a higher rank. No actual pay rates were negotiated, however, because the six full-time employees had only about seven months on the job and there was little likelihood anyone would be promoted during the first contract term.

In 1996, the Department posted three Sergeants position, solely for part-paid officers. No grievance was filed because the posting occurred during the last year of the contract and it did not make sense to the Union to simultaneously pursue a grievance to arbitration and participate in contract negotiations. However, Augugliaro testified that the absence of a rank structure for full-time employees has impaired morale because there is "no where to go" and because part-paid employees have rank over full-time employees. Augugliaro, Volume 5 at page 18.

The 1997-98 budget contained separate line items for three full-time Sergeant positions. Chief Alward testified that the positions of full-time Lieutenant and Captain will be needed at some point in the future. Alward, Volume 5 at page 77.

The Department follows an incident command system, which means that the most senior officer or highest rank or most senior full-time fire fighter of those arriving first at the scene calls command, except if the most senior is riding the ambulance. Ambulance employees should not take command because their priority is attending to, and transporting, patients, which involves leaving the scene. Augugliaro, Volume 5 at pages 34, 49, 63, and 64.

Augugliaro described the problems with the current incident command system. He explained that all current officers are part-time and do not respond to most calls. Additionally, the Assistant Chief is semi-retired and does not make all calls. Further, the Chief cannot make all calls, especially if he is off-duty. Augugliaro, Volume 5 at page 15. Thus, full-time fire fighters arrive at a scene frequently without knowing who is in command and a debate ensues. The most senior employee might not want to take command. This situation adversely affects safety and efficiency because it causes ambiguity and delay and may result in the crew working at cross-purposes.

### **The Union's Position**

As to the rank structure, the Union wants to have the same structure, already in place for part-paid employees, which was promised to the full-time employees. The only addition to this structure is EMS Coordinator, which the Department also proposes. Noting that even Chief Alward anticipates a future need for Lieutenants and Captains, the Union contends that it should not be burdened by having to negotiate twice for positions it was assured ten years ago. Further, the Union agrees that the township is under no obligation to fill the positions immediately.

As to the promotional procedure, the Union submits that its seniority and qualifications proposal is objective and fair and gives everyone a chance to become an officer. The premise of this proposal is that more senior employees are likely to have more experience and that a more experienced fire fighter will make a better officer. The Union notes that seniority is already used as a basis for the station assignment practice of pairing more experienced personnel with less experienced and for the incident command system. It points out that its proposal features two safeguards – the six-month probationary period and proper management and training. Management can discipline, demote, or terminate poor performance employees or return them to their prior rank for just cause.

The Union contends that the Township's procedure has critical flaws. First, it relies too heavily on examinations, especially oral examinations, which are subjective. Second, written examinations tend to favor candidates with skills not related to fire fighting, such as test taking ability. Third, it accords little weight to seniority. In short, the Union fears that the Department's proposal would result in a "book smart" young candidate being placed in charge of experienced personnel, only because the experienced personnel

lack test-taking ability. The Union also argues that the Department failed to produce evidence with respect to its promotional procedure. Thus, it is not clear how the tests will be prepared, how they will be administered, how they will be scored, or who will sit on the oral board. Additionally, the Union points out the Department does not currently use the Michigan Municipal League for testing its part-paid employees.

The Union notes that no other comparable relies as heavily upon oral and written examination. Further, there is no evidence that those comparables, which do utilize testing, use the Michigan Municipal League. In contrast, the Union proposal is in accordance with similar systems used in five of eleven comparable communities.

In sum, the Union contends that its proposal is time honored and workable. In contrast, the Department's proposal:

[M]akes a mockery of the parties' history with respect to the positions of lieutenant and captain, it provides for an unknown and undefined testing procedure, and makes the promotion decision based solely on a written and oral examination of the candidate. No other comparable community comes close to such a disastrous system.

Union's Brief at pages 14-15.

### **The Employer's Position**

As to the rank structure, the Township contends that there is no current need for lieutenant and captain. It further maintains that the size of the department (12 full-time fire fighters) only requires the ranks of Sergeant and EMS Coordinator. It notes that the average size of comparable communities is 34.8 employees.

As to the promotional procedure, the Township points out that the majority of comparables (six to seven) provide for some sort of testing procedure in the promotion process. It argues that strict seniority and certification do not necessarily guarantee that an employee will be a good supervisor. For this reason, testing is an important management tool to determine leadership qualities. Testing is also consistent with the historical practice regarding the promotion of part-paid employees.

### **Analysis of Evidence**

The following chart summarizes the information contained in Joint Exhibit No. 9, Union Exhibit No. 91 and Employer Exhibit No. 2 regarding comparable communities:

COMMUNITY	PROMOTION PROCEDURE
Brandon Township	Written testing 60%; oral testing 40%; 1 seniority point per year added to score
Bruce Township	No rank above fire fighter.
Clinton Township	Consider technical knowledge, aptitude, ability to lead and prior experience Six-month probationary period <u>Sergeant</u> : 5 years seniority or more and Fire Officer I certification. <u>Lieutenant</u> : same as Sergeant + two years as Sergeant and Fire Officer II certification. <u>Captain</u> : same as Sergeant = two years as Lieutenant and Fire Officer III certification. Act 78 Commission certifies and maintains current eligibility lists.
Eastpointe	Civil Service Rules and Procedures but candidate must have score of 70% on written exam to take oral exam.

Harrison Township	<p><u>Sergeant:</u> Current AEMT License; 20 credit hours of Fire Science Certificate program; upon promotion, complete classes necessary for certification Fire Officer I, II, and III within one year. A grade of 70% or higher on written test by Civil Service Commission; and five years in grade as full-time fire fighter with Harrison Township.</p> <p><u>Lieutenant:</u> Current AEMT license; completed 20 credit hours of Fire Science certificate program; passed class necessary for certification as Fire Officer I, II and III.</p> <p><u>Captain:</u> Current AEMT license; certificate of Fire Science; passes the classes necessary for certification as Fire Officer I, II, and III.</p> <p>Vacancies in ranks filled by the most senior member occupying next lowest rank.</p>
Independence Twp.	<p>"Experience, qualifications for the position desired, the required training for said position, levels of past training, ability to perform and desire and willingness to do the job."</p> <p>5 years of service with the Department; completion of all levels of fire fighting training; certificate of training in an approved command training course; Fire Officer I certificate to qualify for Lieutenant position, Fire Officer II certificate for a Captain position.</p> <p>Completion of two years in a position before promotion to next rank.</p> <p>Written and oral exam conducted by a Board chosen by Chief, physical exam, qualifications and seniority.</p> <p>60-day probationary period</p>
Roseville	<p>Six-month probationary performance period.</p> <p><u>Sergeant:</u> 5 years or more seniority; rank on eligibility list determined by actual time served. Fire Officer I certification.</p> <p><u>Lieutenant:</u> Fire Sergeants with Fire Officer I and II certification.</p> <p><u>Battalion Chief:</u> Fire Lieutenants with Fire Officer I, II and II certification.</p>
St. Clair Shores	<p>Act 78 and candidates listed and selected by seniority.</p> <p>Written test = 70%; oral test = 30%; ¼ of a point for each year of service.</p> <p><u>Lieutenant:</u> 5 years seniority and Fire Officer I.</p>
Shelby Township	<p>Seniority with qualifications:</p> <p><u>Sergeant:</u> Fire Fighter, Fire Fighter/Medic, of Fire Fighter/Medic; five years employment with department; Fire Fighter II certification; obtain Fire Fighter I certification within 1 year of promotion.</p> <p><u>Lieutenant:</u> Senior Fire Sergeant with two years in rank; Fire Officer II certification within 1 year of promotion.</p> <p><u>Fire Captain:</u> Senior Lieutenant with 2 years in rank; Fire Officer III certification within 1 year of promotion.</p>
Sterling Heights	<p>6 month probationary period</p> <p>Assessment Center testing; qualification under basic psychological and physical examination prior to appointment.</p> <p>City Manager may pick from top three passing examination.</p> <p><u>Lieutenant:</u> Fire Fighters with 5 years seniority and Fire Officer I certification.</p> <p><u>Captain:</u> Fire Lieutenants with 2 years seniority in rank and Fire Officer II certification.</p>

White Lake Township PA 78. Written test with passing score of 70%; oral test with passing score of 70%; psychological evaluation; seniority credit of .1 point for every full month of full time employment.  
Lieutenants and Captains appointed at discretion of Fire Chief.

In summary, the vast majority of the comparable communities (10) have a rank structure, which features sergeant, lieutenant, and captain positions. Only one community (Bruce Township) has no rank structure.

Of the ten comparables with rank structures, five utilize a seniority with qualifications system. Three comparables (Roseville, Shelby Township, and Clinton Township) use the system for all classifications and promotions; while two comparables (Harrison Township and St. Clair Shores) use the system for some promotions. Harrison Township uses seniority with qualifications to promote lieutenants and captains. St. Clair Shores uses a seniority system to promote lieutenants and battalion chiefs, positions formerly titled sergeant and lieutenant.

In contrast, six of the ten comparables, Brandon Township, Eastpointe, Harrison Township, St. Clair Shores, Sterling Heights, and White Lake Township, use some form of testing. However, none of those six comparables utilize the Michigan Municipal League for testing.

### **Findings**

The Union's LBO more nearly complies with the Section 9 factors, in particular the following factors:

**Section 9(d):** Evidence regarding the 10 external comparables and the one internal comparable (part-paid employees) strongly supports a rank structure featuring sergeant, lieutenant, and captain positions.

The evidence as to external comparables supports either a seniority with qualification system or a testing system for promotion. Many comparables have a combination of each system. The internal comparable features testing, but this has seldom, if ever been used, and is reserved for those situations where there is more than one candidate for a position.

**Section 9(h):** Consideration of the following "other factors" favors the Union's LBO:

**Collective Bargaining:** In view of the Chief's testimony that the positions of lieutenant and captain will be needed at some point in the future, it makes sense to incorporate those positions at the outset of adopting a rank structure. This saves time and effort down the line in collective bargaining.

**Past Practice:** Historically, the Department has relied upon seniority when determining who will be in charge and call command at a scene. The Department has followed the incident command system of Standard Operating Procedure, which places command on the most senior. The inescapable premise of this seniority-based command system is that seniority reflects experience and that the most experienced will be the most capable of handling command.

**Workability and Ease of Administration:** The seniority with qualification system is more workable and easier to administer because it is the most objective. The only determination is whether the senior employee possesses the stated qualifications.

In contrast, testing systems can be unwieldy and give rise to grievances. For example, one danger of oral testing is that it tends to be overly subjective and based solely on impression and opinion. Although written tests can be helpful in determining ability, to be valid they must be: 1) specifically related to the skill and knowledge required in the job; 2) fair and reasonable; 3) administered in good faith and without discrimination; and 4) properly evaluated. Here, there is insufficient evidence regarding the proposed oral and written tests. Too many questions are unanswered, such as how the tests will be administered; who will sit on the oral board; what questions will be asked; and how answers will be evaluated and scored.

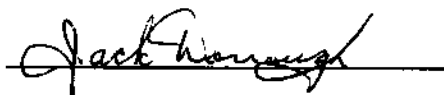
Built-in Safeguards: Although testing is absent in the Union's LBO, its proposal features provisions to ensure that the successful candidate is capable of performing the job. The seniority with qualifications system is not based on strict seniority considerations. Seniority prevails only if the senior employee is also qualified. Testing is not the only means to determine and ensure ability. The qualifications aspect of the system functions to guarantee that the promoted employee is capable and qualified. The 60-day probationary period serves as a back-up guarantee that the successful candidate can actually perform the job duties. Finally, the provisions in the Union's LBO for continued training and education provides management a critical role in assuring that potential candidates for promotion will be qualified and able.

SIGNATORY PAGE

**AWARD**

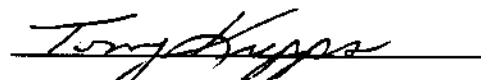
The Panel finds on the **Promotion Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(d) and (h).

Article II is modified to add Section 7, which incorporates the Union LBO.



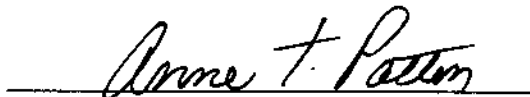
Jack Dorrough, Employer Delegate  
CONCUR DISSENT

Dated: 4-12-2000



Tony Krepps, Union Delegate  
CONCUR/DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000



## WAGES – ARTICLE XV, SECTION 1- FIRE FIGHTER / MEDIC

### 1993-97 Contract

1993/94	Current wage per step x 2.5% + annual increment.
1994-95	1993/94 wage per step x adjustment granted non-union employees or 2% (whichever is greater) + annual increment
1995/96	1994/95 wage per step x adjustment granted non-union employees or 2% (whichever is greater) + annual increment
1996/97	1995/96 wage per step x adjustment granted non-union employees or 2% (whichever is greater) + annual increment

NOTE: Local President Augugliaro testified without contradiction that the actual increases received by fire fighters were 6%, 6.5%, 7.3%, and 6.8%. Volume 1 at page 23.

### The Union's Last Best Offer

Amend Article XV, Wages, Salaries and Trading of Days, Section 1, Salary and Wage Scale, to provide for across the board annual wage increases as follows:

Effective April 1, 1997	6% (applied to all Fire Fighter / Medic salary steps except start rate)
Effective April 1, 1998	6% (applied across-the-board to all steps)
Effective April 1, 1999	5.5% (applied across-the-board to all steps)
Effective April 1, 2000	5.5% (applied across-the-board to all steps)

### The Employer's Last Best Offer

#### Section 1A. Salary and Wage Scale – Firefighter

The following wage and salary scale shall apply during the term of this Agreement. The applicable salary for each current employee as hereafter set forth shall be determined with reference to the date of hire of such employee.

	97-98	98-99	99-00	00-01
1 Year	30,080.26 10.914./hr	30,982.67 11.242/hr	31,912.15 11.579/hr	33,188.64 12.042/hr
2 Years	33,422.52 12.127/hr	34,425.20 12.491/hr	35,457.96 12.866/hr	36,876.28 13.380/hr
3 Years	36,764.76 13.340/hr	37,867.70 13.740/hr	39,003.73 14.152/hr	40,563.88 14.718/hr
4 Years	40,107.01 14.553/hr	41,310.22 14.989/hr	42,549.53 15.439/hr	44,251.51 16.056/hr

The Employer's LBO amounts to the following yearly percentage increases:

1997-98	3%
1998-99	3%
1999-00	3%
2000-01	4%

## Introduction

The parties agree that the Panel should consider each year of the Agreement as a distinct and separate issue.

A threshold consideration on the wage issue involves a difference between the Employer and all the other comparables, except Bruce Township. The parties stipulated that all comparable communities, with the exception of Bruce Township, create the fiction of a work year equaling 2,912 hours. Volume 4 at pages 6-7. In contrast, the expired Contract creates the fiction of a work year consisting of 2,756 hours.

Both fictions are fashioned upon consideration of the Fair Labor Standards Act (FLSA), which requires that overtime be paid for all hours over 212 in a 28-day period. 29 U.S.C., Section 207(k); 29 C.F.R. Sections 553.201 and 553.230. (The 2,756 yearly hours was arrived at by multiplying 212 times 13, the number of 28-day periods in a year.) FLSA requires employers to pay  $\frac{1}{2}$  time for hours worked between 212 and 224 and  $1\frac{1}{2}$  for hours worked in excess of 224 in a 28-day cycle. (The 2,912 yearly hours was arrived at by multiplying 224 hours times 13, the number of 28-day cycles in a year.) However, Article XVI, Section 1 of the expired contract requires the Employer to pay its fire fighters the  $1\frac{1}{2}$  time premium whenever they actually work any hours over 212, thus exceeding the FLSA requirements.

The Employer contends that the fire fighters' current base salary must be adjusted for the fact that their salary is based on a work year of 2,756 hours, while the salaries of all other comparables, except Bruce Township, are based on a work year of 2,912 hours. The difference between 2,756 and 2,912 is 156 hours. In its calculation of the adjustment, the Employer assumes that fire fighters actually work these 156 hours for which they receive time and a half payment.

The Union responds that the Employer's 156-hour assumption constitutes an overestimation. The Union points out that during each 28-day cycle one shift is scheduled for 240 hours and the remaining two shifts are scheduled for 216. As a result, the maximum amount of scheduled overtime falling between 212 and 224 hours in a 28-day cycle, is 1040 hours per year for the entire 12-person full time fire suppression unit. The Union's calculates as follows:

Two Shifts: 8 employees x 4 hours (216-212) x 13 cycles = 416 hours per year  
One Shift: 4 employees x 12 hours (224-212) x 13 cycles = 624 hours per year  
416 hours per year + 624 hours per year = 1040 hours per year  
1040 hours per year divided by 12 = 87 hours per year per firefighter

The 1998-99 salary of \$39,939 divided by 2,756 hours amounts to about \$14.13 per hour straight time and about \$21.20 per hour at the overtime rate of  $1\frac{1}{2}$ . Dividing the base salary of \$39,939 by 2,912 hours equals a straight time hourly rate of about \$13.72 and an overtime rate of about \$20.58. The Union points out that there is little difference (\$1.16 per hour) between the two overtime rates.

The Employer proposes the following monetary adjustment: add to the base salary of \$38,939 the amount of about \$3,307.20 (156 hours time the overtime rate of about \$21.20). Thus, the adjusted base salary proposed by the Employer for 1998-99 would be \$42,245.

The Chair has carefully considered the parties' positions on this issue and concludes that no adjustment in base salary should be made. Base salary is not premised on either the 2,756 hour fiction or the 2,912 hour fiction. The two fictions exist for the purpose of computing hourly straight time and hourly overtime rates. For example, Article XVI, Section 1 of the expired Agreement defines hourly rate to be equal to annual wage divided by 2,756. Similarly, the contracts of comparable communities define hourly rate as annual wage divided by 2,912. Take the Eastpointe contract language, for example. It states that the "hourly rate of pay shall be computed by dividing the employee's annual wage by 2,912 hours." Joint Exhibit No. 9, Eastpointe Contract at page 6. In other words, the 2,756 hours or the 2,912 hours is used a divisor of annual salary to determine hourly rates and overtime rates. Utilizing the 2,756 hour formula results in a slightly higher overtime rate. However, as shown on the charts featured on pages 5 and 6 of this Decision, the slightly higher overtime rate does not increase the Employer's ranking. As to both base salary and total cash compensation, the Employer ranks 9<sup>th</sup> among the comparable communities.

### The Union Position

The Union urges adoption of its proposal. It stresses that the Panel should consider bargaining history, specifically the Township's intent in past negotiations to incrementally raise fire fighter wages so that they were comparable to those paid in other unionized Macomb County departments. The Union maintains that its LBO more closely approximates the manifest intentions of the parties during past negotiations, even though it does reach the average salary paid by comparables. It points out that the Employer's proposal does not even raise wages to the average paid by the comparables.

### The Employer Position

The Employer contends that its proposal should be adopted as the most reasonable. It points to testimony that the average percentage wage increase in the state of Michigan is 3%. The Employer also argues that the Panel should consider comparable work for comparable wages. It notes that the Department ranks near the bottom (10<sup>th</sup> out of 12) among comparables in total runs, EMS runs, and fire runs.

### Evidence

The following charts the annual salary for comparable communities and each party's proposed increase:

COMP.	1996	1997-98	1998-99	1999-2000	2000-01	RANK
Brandon	N/A	\$30,411	\$37,935	\$38,644	\$39,416*	10
Bruce	N/A	\$27,091	\$30,013	\$32,513	\$35,013	11
Clinton	\$44,695	\$46,036	\$47,418	\$48,841	\$49,818*	4
Eastpointe	\$39,658	\$40,848	\$42,073	\$42,914*	\$43,722*	7
Harrison	\$44,043	\$46,725	\$48,127	\$49,671	\$51,058	3
Independ.	\$36,688	\$37,789	\$38,922	\$40,479	\$41,694	9
Roseville	\$42,484	\$44,171	\$45,495	\$46,861	\$48,267	5
St. Clair Sh.	\$41,970	\$44,156	\$45,371	\$46,618	\$47,550*	6
Shelby	\$46,850	\$48,225	\$49,703	\$51,194	\$52,218*	2
Sterling	\$49,046	\$50,028	\$51,530	\$53,077	\$55,199	1
White Lke.	\$36,684	\$39,070	\$40,632	\$41,851	\$43,562	8
AVERAGE Exclud. ER	\$42,458	\$41,323	\$43,384	\$44,788	\$46,142	
AVERAGE Exclud. ER and Bruce	\$42,458	\$42,746	\$44,721	\$46,015	\$47,255	
Union LBO	\$38,938	\$41,274	\$43,751	\$46,157	\$48,696	
#1 AVG		0.1%	-0.8%	-3.0%	-5.2%	
#2 AVG		3.6%	2.2%	-0.3%	-3.0%	
ER LBO	\$38,938	\$40,106	\$41,309	\$42,549	\$44,251	
#1 AVG		3.0%	5.0%	5.3%	4.3%	
#2 AVG		6.6%	8.3%	8.1%	6.8%	

\* Assumes a 2% wage increase.

Above chart is based on Union Exhibit No. 53 and Attachment to Union Brief.

## Findings

### 1997-98

For the first year of the contract, the Panel finds that the Union LBO more nearly complies with the Section 9 factors. As discussed above, the bargaining history between the parties demonstrates a past mutual intent to incrementally raise the salary of fire fighters to be more comparable with that paid by unionized departments in Macomb County. Additionally, the Employer is in good financial shape with a bright future featuring increased development. With the 6% increase proposed by the Union, the Employer moves from ranking 9<sup>th</sup> among the comparables to ranking 7<sup>th</sup>. At the same time, it remains slightly below (\$149) the average for all comparable communities and \$1,472 below the average for the comparables with unionized departments (all but Bruce Township are unionized). In contrast, the Employer LBO would keep the Employer at its 9<sup>th</sup> rank position with a wage \$1,217 less than the average for all comparables and \$2,640 less than the average for unionized comparables.

### 1998-99

For the second year of the contract, the Panel finds that the Union LBO more nearly complies with the Section 9 factors. The 6% increase maintains the Employer's improved ranking in 7<sup>th</sup> position. However, the base salary is \$367 less than the average for all comparables and \$970 less than the average for unionized comparables. In contrast, the Employer LBO would keep the Employer ranked 9<sup>th</sup> with a base salary \$2,075 below the average for all comparables and \$3,412 below the average for unionized comparables. Even if the Employer's 3% increase were added to \$41,274, the 1997-98 base salary with the Union's proposed 6% increase, the resulting base salary of \$42,512 would be \$872 less than the average for all comparables and \$2,209 less than the average for unionized comparables.

### 1999-00

For the third year of the contract, the Panel finds that the Employer LBO more nearly complies with the Section 9 factors. The 3% increase added to \$43,751 (the 1998-99 base salary with the Union's 6% increase) results in a base salary of \$45,063. This salary maintains the Employer's improved ranking in 7<sup>th</sup> position and brings its salary \$275 over the average for all comparables and \$952 below the average for unionized comparables. In contrast, the Union's proposed 6% increase would bring the base salary \$1,369 over the average paid by all comparables and \$142 above the average for unionized comparables.

### 2000-01

For the fourth year of the contract, the Panel finds that the Employer LBO more nearly complies with the Section 9 factors. The 4% increase added to the base salary of \$45,063 results in a base salary of \$46,865. Although this salary reduces the Employer's ranking to 8<sup>th</sup>, it is \$723 more than the average paid by all comparables and only \$390 below the average paid by unionized comparables.

## Summary

Adopting the Union's 6% LBO for the first two years of the contract and the Employer's 3% LBO for the third year and the Employer's 4% LBO for the fourth year accomplishes the parties' intention, expressed during past negotiations, to bring the salary up to par with the average paid in Macomb County. It is also within the Employer's ability to pay. Further, it improves the Employer's ranking among comparable communities and results in a base salary, which is above average for those paid by comparable communities. Although fire fighters will remain below the average paid by unionized comparables for the last year of the Contract, this is balanced by the fact that they perform less runs per fire fighter than the unionized comparables.

SIGNATORY PAGE

AWARD

The Panel finds on the **First Year Fire Fighter / Medic Salary Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c), (d), (f), and (h).

The Panel finds on the **Second Year Fire Fighter / Medic Salary Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c), (d), (f), and (h).

The Panel finds on the **Third Year Fire Fighter / Medic Salary Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c), (d), (f), and (h).

The Panel finds on the **Fourth Year Fire Fighter / Medic Salary Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c), (d), (f), and (h).

Article XV, Section 1 is amended to incorporate the Union LBO for 1997-98 and 1998-99 and the Employer LBO for 1999-00 and 2000-01.

Jack Dorrough  
Jack Dorrough, Employer Delegate  
CONCUR DISSENT

Tony Krepps  
Tony Krepps, Union Delegate  
CONCUR / DISSENT

_____	As to 1997-98	<u>CONCUR</u>
_____	As to 1998-99	<u>CONCUR</u>
_____	As to 1999-00	<u>DISSENT</u>
_____	As to 2000-01	<u>DISSENT</u>

Dated: 4-12-00

Dated: 4-21-00

Anne T. Patton  
Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

**WAGES –ARTICLE XV, SECTION 1 – NEW HIRE SALARY SCHEDULE**

**1993-97 Contract**

\$20,000  
\$7.257/hr

**The Union's Last Best Offer**

Amend Article XV, Wages, Salaries and Trading of Days, Section 1, Salary and Wage Scale, to provide for new hire wage increase as follows:

Effective April 1, 1997: \$24,000

**The Employer's Last Best Offer**

**Section 1A. Salary and Wage Scale – Firefighter**

The following wage and salary scale shall apply during the term of this Agreement. The applicable salary for each current employee as hereafter set forth shall be determined with reference to the date of hire of such employee.

	97-98	98-99	99-00	00-01
Start	\$25,000 \$9.071/hr	\$25,000 \$9.071/hr	\$25,000 \$9.071/hr	\$25,000 \$9.071/hr

**Findings**

In its brief, the Union accepts the Employer's LBO and urges the Panel to adopt it. Accordingly, the Employer's LBO is adopted.

**SIGNATORY PAGE**

**AWARD**


The Panel finds on the **New Hire Salary Schedule Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(h).

Article XV, Section 1 is amended to incorporate the Employer LBO.



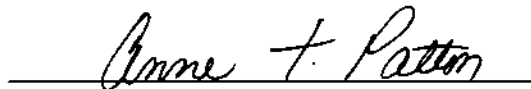
Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4-12-2000



Tony Krepps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **WAGES – ARTICLE XV, SECTION 1 – SECRETARY DISPATCHER**

### **1993-97 Contract**

1-18-95	\$27,592
4-1-95	\$28,500
4-1-96 to present	\$29,583

### **The Union's Last Best Offer**

Amend Article XV, Wages, Salaries and Trading of Days, Section 1, Salary and Wage Scale, to provide for across the board annual wage increases as follows:

Effective April 1, 1997	6%
Effective April 1, 1998	6%
Effective April 1, 1999	5.5%
Effective April 1, 2000	5.5%

### **The Employer's Last Best Offer**

#### **Section 1B. Salary and Wage Scale – Secretary Dispatcher**

97-98	98-99	99-00	00-01
\$30,440.51	\$31,353.73	\$32,294.34	\$33,586.11

### **Introduction**

The parties propose the same annual percentage increases for Secretary/Dispatcher as they do for fire fighter /medic.

The following chart compares the parties' proposals in terms of yearly percentage increase as well as yearly salary amount:

<b>YEAR</b>	<b>UNION LBO</b>	<b>EMPLOYER LBO</b>
1997-98	6% = \$31,358	3% = \$30,440.51
1998-99	6% = \$33,239	3% = \$31,353.73
1999-00	5.5% = \$35,067	3% = \$32,294.34
2000-01	5.5% = \$36,996	4% = \$33,586.11

### **Background**

The Department employs only one secretary-dispatcher, whose current salary is \$29,583. She is not a trained fire fighter. She handles incoming fire calls during her working hours from 9:00 a.m. to 5:00 p.m. She also performs clerical work. In dispute is whether she spends more time doing dispatch work or clerical work. The Union stresses that she is solely responsible for incoming fire calls. However, Chief Alward testified that 80% to 85% of her time is spent on clerical work. Volume 4 at page 66.

### **The Union's Position**

The Union urges adoption of its LBO. It asks that the Secretary/Dispatcher be recognized for her dispatching duties and be paid accordingly. The Union does not request that she receive wages commensurate with fire fighters, who rotate in the performance of dispatch work. Thus, the Union submits that the only comparable community is Bruce Township because all other comparables utilize fire fighters on rotation or police department personnel to perform dispatch work. Bruce is the only comparable



employing a non-fire-fighting employee dedicated to dispatch work. The Union notes that Bruce pays its dispatcher \$2,865 more per year than the Employer pays its secretary/dispatcher, even though Bruce is a non-union department. The Union contends that the Employer's exhibits are fatally flawed because those who obtained the information "asked for salary information of clerical staff who may do some dispatching" but did not "ask for salary information for dispatchers who may do some clerical work."

### **The Employer's Position**

The Employer maintains that its proposal is more reasonable and more in line with the comparables. The average salary in 1998-99 for dispatcher is \$30,250.14, according to Employer Exhibit No. 2 at page 47. The Employer notes that its proposal for a salary of \$31,353.73 would place the dispatcher 3.684% above average. The Employer contends that Union Exhibit No. 60 is not valid because it attempts to match fire fighter wages with the Employer's secretary/dispatcher position, which is primarily clerical. It stresses that the un rebutted testimony of Chief Alward is that 80-85% of the dispatcher's work is clerical.

### **Evidence**

The evidence regarding comparable communities is problematic. Each party challenges the validity of the other's exhibit. In fact, the exhibits set forth contrary salary amounts, which are impossible for the Panel to reconcile without conducting its own survey. Union Exhibit No. 60 was compiled based on telephone interviews. Similarly, Employer Exhibit No. 2 at page 47 was based on telephone interviews. However, the interviewees were not the same. Another problem with the evidence is that the majority of comparable communities assign dispatch work to fire fighters on a rotating basis or to police department personnel. It is not appropriate to compare the salaries of fire fighters and police department personnel with that of employees, who have only clerical and dispatching skills and duties.

For these reasons, the only relevant and appropriate comparison is with Bruce Township. Although Bruce Township has a non-unionized department, it is the only comparable that employs a non-fire-fighting, non-police, civilian employee to perform dispatch work. Additionally, the Union exhibit and the Employer exhibit are in substantial agreement regarding the salary paid in Bruce Township.

The following chart compares the salary paid in Bruce Township, with the amounts proposed by the Union and the Employer:

YEAR	BRUCE TWP.*	UNION LBO	EMPLOYER LBO
1997-98	\$31,652	\$31,358	\$30,440.51
1998-99	\$32,430**	\$33,239	\$31,353.73
1999-00	\$33,208	\$35,067	\$32,294.34
2000-01	\$34,005	\$36,996	\$33,586.11

\*The amounts shown were calculated based on the 1998-99 salary adjusted based on the assumption that the salary increased 2.4% each year, the average increase in CPI for the years 1996 to 1999. See page 5 of this Decision.

\*\*This amount splits the difference between the Union reported salary of \$32,448 and the Employer reported salary of \$32,411.

The following charts shows the difference between the estimated salary paid by Bruce Township and the salary, which would be paid according to the Union LBO and the Employer LBO:

YEAR	DIFFERENCE BETWEEN BRUCE AND UNION LBO	DIFFERENCE BETWEEN BRUCE AND EMPLOYER LBO
1997-98	\$ 294 less	\$1,211 less
1998-99	\$ 809 more	\$1,076 less
1999-00	\$1,859 more	\$ 914 less
2000-01	\$2,991 more	\$ 419 less

### **Findings**

As to the years 1997-98 and 1998-99, the Union's LBO more nearly complies with the Section 9 factors, in particular Section 9(c) and (d). As discussed above, ability to pay is not at issue. In each of these two years, the Union's proposed increases of 6% would result in the salary of the Secretary/Dispatcher to be more closely matched with the approximated salary paid by Bruce Township than the Employer's proposed 3% increase.

As to the years 1999-00 and 2000-01, the Employer's LBO more nearly complies with the Section 9 factors, in particular Section 9(d). In each of these two years, the Employer's proposed increases of 3% and 4% respectively would result in the salary of the Secretary/Dispatcher to be more closely matched with the approximated salary paid by Bruce Township than the Union's proposed yearly increases of 5.5%.

**SIGNATORY PAGE**

**AWARD**

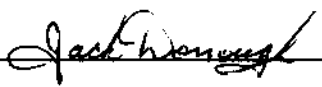
The Panel finds on the **First Year Secretary / Dispatcher Salary Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c) and (d).


The Panel finds on the **Second Year Secretary / Dispatcher Salary Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c) and (d)

The Panel finds on the **Third Year Secretary / Dispatcher Salary Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c) and (d).

The Panel finds on the **Fourth Year Secretary / Dispatcher Salary Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c) and (d)

Article XV, Section 1 is amended to incorporate the Union LBO for 1997-98 and 1998-99 and the Employer LBO for 1999-00 and 2000-01.

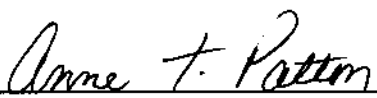
  
\_\_\_\_\_  
Jack Dorrough, Employer Delegate  
CONCUR DISSENT

  
\_\_\_\_\_  
Tony Krepps, Union Delegate  
CONCUR / DISSENT

_____	As to 1997-98	<u>CONCUR</u>
_____	As to 1998-99	<u>CONCUR</u>
_____	As to 1999-00	<u>DISSENT</u>
_____	As to 2000-01	<u>DISSENT</u>

Dated: 4-12-2000

Dated: 4-21-00

  
\_\_\_\_\_  
Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **WAGES – ARTICLE XV, SECTION 1 – RANKS ABOVE FIRE FIGHTER**

### **1993-97 Contract**

No provision.

### **The Union's Last Best Offer**

Add new Sub-section to Article XV, Wages, Salaries and Trading of Days, Section 1, Salary and Wage Scale, as follows:

- (b) Effective upon issuance of the Act 312 arbitration award and thereafter, personnel that have been promoted shall receive the following rank differentials, expressed as a percentage of the full-paid fire fighter hourly rate:

Sergeant:	105% of full-paid fire fighter
Lieutenant:	110% of full-paid fire fighter
Captain:	115% of full-paid fire fighter

Any employee in the position of EMS Coordinator shall receive an additional three-percent (3%) of a full-paid fire fighter hourly rate added to his/her base wage.

### **The Employer's Last Best Offer**

Add new sub-section to Article XV, Wages, Salaries and Trading of Days, Section 1, Salary and Wage Scale as follows:

- (b) Effective upon issuance of the Act 312 Arbitration Award and thereafter, personnel that have been promoted shall receive the following rank differential:

Sergeant:	\$2,000 per year
EMS Coordinator:	\$1,000 per year

### **The Union's Position**

The Union urges adoption of its LBO. It submits that the infirmity of a flat rate, such as that proposed by the Employer, is that it will continue to decrease as a percentage of base salary throughout the life of the contract. According to the Union, the Employer's flat rate of \$2,000 amounts to a premium of 4.9% if the Employer's wage proposal is accepted, and 4.8% if the Union's wage proposal is accepted. The second year the percentage decreases to 4.8% and 4.5%, respectively. The third year it decreases to 4.7% and 4.3%, respectively. In the fourth year, the flat rate equals 4.5% based upon the Employer's wage scale and 4.1% based upon the Union's wage scale. The Union points out that only one comparable (White Lake Township) utilizes a flat rate. In contrast, the majority of comparables, like the Union LBO, express rank differentials in terms of a percentage. The Union calculates that the average rate over fire fighter pay among comparables is 12% for sergeants, 16% for lieutenants, and 25% for captains. It submits that this evidence regarding comparables strongly supports the Union position. The Union further notes that its 3% proposed differential for EMS coordinator is "paltry" in light of that paid by comparables, specifically 22% in Clinton Township, 26% in St. Clair Shores, 32% in Sterling Heights.

### **The Employer's Position**

The Employer argues that its LBO is more reasonable and should be adopted. Although it agrees that Union Exhibit No. 88 is accurate, it notes that the differential is expressed as a percentage of a fire fighter's base salary, while the differential in the Union's LBO is expressed as a percentage of hourly rate. The Employer

admits that its proposal is below the average paid by comparables. But, it asserts that this is justified because the Township is also below average in demographics, the number of runs annually, and the number of full-time fire fighters. The Employer notes that its flat rate proposal of \$2000 for sergeant is 104.98% of a 4-year fire fighters wage in 1997-98; 104.84% of a fire fighters 1998-99 base wage; 104.7% of a fire fighter's 1999-00 base wage; and 104.5% of a fire fighters 2000-01 base wage. Similarly, it points out that its flat rate proposal of \$1000 for EMS Coordinator is 102.49% above the 1997-1998 base wage; 102.42% above the 1998-1999 base wage; 102.35% above the 1999-2000 base wage and 102.25% above 2000-2001 base wage.

### **Evidence**

The following chart is taken from Employer Exhibit No. 2 at page 15:

<b>COMMUNITY</b>	<b>SERGEANT</b>	<b>LIEUTENANT</b>	<b>CAPTAIN</b>
Brandon Township	21.21%	N/A	23.97%
Bruce Township	N/A	N/A	N/A
Clinton Township	10.00%	18.80%	30.68%
Eastpointe	10.00%	18.80%	28.30%
Harrison Township	6.00%	14.48%	23.64%
Independence Twp.	N/A	1.27%	10.20%
Roseville	N/A	16.00%	27.60%
St. Clair Shores	16.00%	26.44%	N/A
Shelby Township	10.44%	22.14%	35.24%
Sterling Heights	N/A	13.00%	23.17%
White Lake Township	N/A	\$1500.00	N/A
<b>AVERAGE</b>	<b>12.00%</b>	<b>16.00%</b>	<b>25.00%</b>

The majority of comparables providing rank differentials express the differentials in terms of a percentage of fire fighter's base pay. Only White Lake Township pays a flat rate. The average percentage differential paid by comparables is significantly higher than the percentages proposed by the Union.

### **Findings**


The Union's LBO more nearly complies with the Section 9 factors, in particular Section 9(c) and (d). The Employer's ability to pay is not at issue. The vast majority of comparable communities pay a rank differential expressed in terms of a percentage over fire fighter's pay, not a flat rate. The percentages proposed by the Union are well below the average percentage paid by comparable communities.

**SIGNATORY PAGE**


**AWARD**

The Panel finds on the **Ranks above Fire Fighter Salary Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(c) and (d).

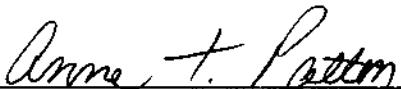
Article XV, Section 1 is amended to incorporate the Union LBO.

  
\_\_\_\_\_  
Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4-12-2000

  
\_\_\_\_\_  
Tony Krepps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00

  
\_\_\_\_\_  
Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **HOLIDAY PAY – ARTICLE XVII, SECTION 1 –NUMBER OF PAID HOLIDAYS**

### **1993-97 Contract**

**Section 1.** All employees shall be compensated for eight (8) holidays at their base pay for a twenty-four (24) hour day. Holiday pay shall be paid in a lump sum with the first payroll check following the employee's anniversary hire date. Holiday pay shall be prorated on a monthly basis for employees not employed for a full year.

**Section 2.** Upon discharge, voluntary separation, retirement, or death, the employee or his estate will be paid one hundred percent (100%) of all holiday pay which has accumulated to his credit.

### **The Union's Last Best Offer**

Amend Article XVII, Holidays, Section 1 to increase the number of paid holidays to ten (10).

**OR**

## **HOLIDAY PAY – ARTICLE XVII, SECTION 1 – OVERTIME COMPENSATION**

Amend Article XVII, Holidays, Section 1 to add the following sentence:

Effective April 1, 1999, all employees shall receive time and one-half (1 1/2x) their regular hourly rate for all hours worked on a holiday.

### **The Employer's Last Best Offer**

Current Contract Language as to the number of holidays and overtime compensation.

### **Introduction**

The Union seeks one of two alternatives, either add two paid holidays to the current eight or compensate fire fighters, who actually work on one of the eight holidays, at time and a half. The Employer seeks to maintain the current contract language.

### **Background**

Fire fighting is an around-the-clock, 365-day-a-year job. Fire fighters cannot take a holiday off if they are scheduled to work. Because of their rotating shifts, each of the fire fighters is certain to be at work on about four of the eight current holidays. Currently, fire fighters, who work on a holiday, receive straight time pay plus holiday day, which amounts to double their normal rate of pay.

### **The Union's Position**

The Union seeks to increase the number of holidays to 10 or, in the alternative, to increase the compensation received by those fire fighters, who actually work on a holiday, to time and one half. The Union notes that the fire fighters are approximately 4% below the average in overall holiday pay. It points out that three of the comparables (Brandon Township, Independence Township, and Roseville) receive additional compensation for working on a holiday. Other Township employees receive 14 to 17 holidays off with pay and, unlike fire fighters, they are never required to work on any of the holidays.

### **The Employer's Position**

The Employer asserts that it is above average for holiday pay and would rank among the top four comparable communities if its wage proposal were adopted. If the Union's wage proposal were adopted, the Employer would be even further above average than the other comparables. The Employer notes that ten comparables, like the Employer, pay straight time for holidays. For this reason, the Employer submits that its current practice is in line with the practice among comparable communities.

### **Analysis of Evidence**

The following chart summarizes information set forth on the Township's Rebuttal Exhibit to Union Exhibit No. 65 and Employer Exhibit No. 2 at page 17:

COMMUNITY	1998-99 HOLIDAY PAY	# OF HOLIDAYS	COMP. RATE (if holiday worked)	HOLIDAY PAY PER HOLIDAY
Brandon Twp.	\$2,505	12	\$150 versus \$100	\$208.75
Bruce Twp.	\$2,091	8	Straight time	\$261.38
Clinton Twp.	\$2,540	13	Straight time	\$195.38
Eastpointe	\$2,428	14	Straight time	\$173.43
Harrison Twp.	\$2,250	12	Straight time	\$187.50
Independence Twp.	\$1,583	12	\$100 extra	\$131.92
Roseville	\$4,500	12	Double time	\$375
St. Clair Shores	2,633	13	Straight time*	\$202.54
Shelby Twp.	\$2,867	15	Straight time*	\$191.13
Sterling Heights	\$,974	12	Straight time*	\$247.83
White Lake Twp.	\$4,688	14	Straight time	\$334.86
AVERAGE	\$2,823.55	12	Straight time	\$228.16
Washington Twp.	\$2,713	8	Straight time	\$339.13

\*No language in the contract providing for more than straight time.

This chart makes clear that the holiday pay received by the Employer's fire fighters is more than the average received by employees in the comparable communities, even though the Employer's fire fighters have less than the average number of holidays. This chart also shows that the vast majority of comparable communities pay only straight time to fire fighters who work on a scheduled holiday. Only one community, Roseville, pays double time. Only two others, Brandon Township and Independence Township, pay an extra amount for working on a holiday. The extra amount paid, however, amounts to less than time and one half.

### **Findings**

The Employer LBO more nearly complies with the Section 9 factors, in particular Section 9(d). A review of the external comparable communities demonstrates that the holiday pay paid by the Employer is above average. Even though there are fewer holidays, fire fighters receive above average pay for each holiday. None of the comparable communities pays time and one half for working on a holiday. The vast majority pays regular straight time. Only one community pays double time and two others pay \$50 or \$100 extra for working on a holiday.

Evidence regarding the internal comparable shows that non-unit employees of the Employer have a greater number of paid holidays but they are paid eight hours per holiday, rather than 24-hours per holiday. There is no evidence regarding the total amount of holiday pay received per holiday by the non-unit employees of the Employer.

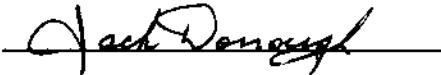


**SIGNATORY PAGE**

**AWARD**

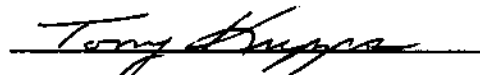
The Panel finds on the **Holiday Pay Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(d).

The current language of Article XVII remains in effect unchanged.



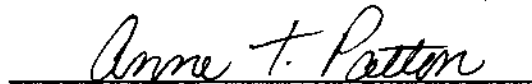
Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4-12-2000



Tony Krepps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **RETIREE HEALTH INSURANCE – ARTICLE XXI**

### **1993-96 Contract**

No provision.

### **The Union's Last Best Offer**

Amend Article XXI, Insurance Plans; Sick leave, Section 1, as follows:

#### **Section 1(a) Retiree Health Insurance**

Medical, dental and optical: Effective April 1, 2000, retirees after having completed twenty-five (25) years of service and having attained age fifty-five (55) or having completed ten (10) years of service and having attained age sixty-two (62), their spouses and dependents shall receive those medical, dental and optical plans provided by the Employer for all full-time employees of the Township. These plans are Traditional Blue Cross/Blue Shield or Blue Care Network and Blue Cross/Blue Shield dental and optical insurances or equivalent coverage. The coverage codes and riders are contained in Appendix A.

Add Appendix A as follows:

#### **Traditional Blue Cross/Blue Shield:**

Blue Traditional First Dollar, Master Medical Option  
I, D45NM, COMPARABLES, ML, PSG, FAE/RC  
Traditional Rx - \$2.00 co-pay  
VAC/80  
Dental Plan: 75-50-50-MLB800  
FD and SC Riders available at group rate to employee.

#### **Blue Care Network**

Package F.  
BCN5, PD#NSC, WERC, AS5, SN120, PO20%  
DME 20%. MHSA10.  
VAC/80  
Dental Plan: 75-50-50-MLB800  
FD and SC Riders available at group rate to employee.

### **The Employer's Last Best Offer**

Amend Article XXI, Insurance Plans; Sick Leave, Section 1 as follows:

**Section 1.** All full-time employees shall receive medical, dental and optical plans obtained by the Employer for all full-time employees of the Township. Retirees age 55 with 25 years of service or age 62 with 10 years of service shall receive the same coverage as full-time employees. The retiree's health insurance coverage shall extend to the retired employee and his/her spouse. Spouse shall be defined as the existing spouse, if any, at the time of retirement. If the marital status of the retiree should change due to death or divorce, a new spouse, if any, may be covered under the Township's health plan if the premium for the new spouse is paid to the Township by the retiree. The Township reserves the right to select the insurance carrier.

### **Introduction**

The parties agree that retirees at age 55 with 25 years of service or at age 62 with 10 years of service shall receive the same health insurance coverage as full-time employees. However, the parties disagree regarding coverage for spouses and dependents and whether the insurance carriers and the specific coverage should be spelled out. The Union LBO provides that coverage includes spouses and dependents. The Employer LBO extends coverage only to spouses at the time of retirement, but new spouses may be covered if the retiree pays the premium. The Union LBO identifies the specific coverage to be provided retirees. The coverage identified is the same as the coverage currently provided full-time fire fighters. The Employer proposal reserves the right to select the insurance carrier.

### **Background**

Currently, the Township does provide health insurance for retirees, which includes coverage for spouses and dependents. However, this health insurance coverage is not spelled in the expired contract. T. Smith, Volume 3 at page 31.

Article XXI, Section 1 of the expired contract sets forth the following provision regarding health insurance for full-time fire fighters:

**Section 1.** Medical, dental and optical: All full-time employees shall receive those medical, dental and optical plans obtained by the Employer for all full-time employees of the Township.

The expired contract does not identify the specific coverage of the medical, dental, and optical insurance provided full-time employees.

The Township's Personnel Manual sets forth the following Township Resolution regarding health insurance coverage for retirees:

Full-time employees with at least ten years of employment with the Township AND who have reached the age of 62 shall be entitled to Township paid health insurance coverage at their retirement which is equal in benefits to the health insurance coverage offered to other full-time Township employees. The retiree's health insurance coverage shall extend to the retired employee and his/her spouse. Spouse shall be defined as the existing spouse, if any, at the time of retirement. If the marital status of the retiree should change due to death or divorce, a new spouse, if any, may be covered under the Township's health plan if the premium for the new spouse is paid to the Township by the retiree. In the event that an employee who has been employed by the Township for at least ten years desires to retire before age 62, he/she may still be included with the Township's health insurance group by paying monthly premiums to the Township until reaching age 62. For purposes of this section only, the terms "employee" or "employees" shall include elected officials.

### **The Union's Position**

The Union urges adoption of its proposal. As to whether dependents should be covered, it points out that dependents are currently provided coverage. The Union argues that dependent coverage is especially important because people are choosing to have children later in life and medical technology has made conception in later life possible. It points out that every comparable community, except Bruce Township, provides coverage for dependents. The Union also notes that no comparable community excludes coverage of new spouses.

### The Employer's Position

The Employer maintains that its LBO is more reasonable and should be adopted. It argues that the problem with the Union LBO is that it "provides more specific coverage for retirees than full-time employees are entitled to." Brief at page 20. The current contract language does not pin down a carrier for full-time fire fighters but ties their coverage into the coverage provided by the Township for all full-time non-unit employees. The Employer characterizes its LBO as the policy currently in place for all Township employees. The Employer contends that it should have the same flexibility to select the carrier for retirees as it has for full-time fire fighters. Because the oldest unit members are 46 and 43, the Employer argues that it should be given the opportunity to discuss changes with the Union in the time period between this contract's termination and the first retirement from the unit. The Employer also notes that several comparables limit retiree health care coverage to spouses only.

### The Evidence

The following chart summarizes data from Joint Exhibit No. 9, Union Exhibit No. 81 and Employer Exhibit No. 2 at pages 18-19:

<b>COMMUNITY</b>	<b>NEW SPOUSES EXCLUDED</b>	<b>DEPENDENTS COVERED</b>	<b>CARRIER IDENTIFIED</b>
Brandon Township	No	No language	BC/BS
Bruce Township	None	None	None
Clinton Township	No	Yes	BC/BS
Eastpointe	No	No language	Employer can change carriers as long as benefits are equal or exceed.
Harrison Township	No	No language	Employer can provide at least equivalent coverage from another carrier.
Independence Twp.	No	Yes, but at employee's expense	BC/BS
Roseville	No	Yes	City of Roseville Benefit Plan
St. Clair Shores	No	No language	BC/BS
Shelby Township	No	Yes	BC/BS
Sterling Heights	No	No language	BC/BS
White Lake Township	No	No language	No coverage specified for retirees / BC/BS for full-time employees

No other comparable community expressly excludes new spouses. The majority of the comparable communities do not expressly provide that dependents will be covered under a retiree's health insurance policy. Only Clinton Township, Roseville, and Shelby Township specifically include dependents. The majority of the comparables specify the carrier for retirees' health insurance. Only two (Eastpointe and Harrison Township) allow the employer the right to change carriers, as long as equivalent benefits are provided.

### **Findings**

The Panel finds that the Union LBO more nearly complies with the Section 9 factors, particularly with Sections 9(d) and (h). None of the comparable communities exclude new spouses. Although the majority of the comparables do not provide health insurance coverage for the dependents, the Employer currently does provide coverage for dependents. This fact is more compelling than what the comparables provide or do not provide. The majority of the comparables identify the health insurance carrier. Those comparables that permit the employer to change carriers impose the restriction that equivalent benefits be provided.

**SIGNATORY PAGE**

**AWARD**

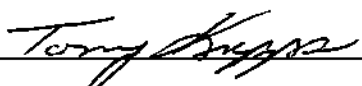
The Panel finds on the **Retiree Health Insurance Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(d).

Article XXI, Section 1 will be amended to incorporate the language of the Union LBO.



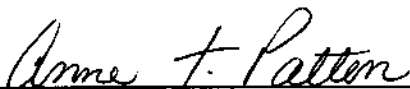
Jack Dorrough, Employer Delegate  
CONCUR DISSENT

Dated: 4-12-2000



Tony Krepps, Union Delegate  
CONCUR DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **RETIREE LIFE INSURANCE – ARTICLE XXI**

### **1993-96 Contract**

No provision.

### **The Union's Last Best Offer**

Amend Article XXI, Insurance Plans; Sick leave, Section 2, as follows:

**Section 2:** Life Insurance: The Employer shall purchase and pay the premium on a Life Insurance policy in at least the amount of \$35,000. Effective April 1, 2000, the Employer shall purchase and pay the premium on a life insurance policy in at least the amount of \$10,000 for employees retiring on or after April 1, 2000 with a regular retirement.

### **The Employer's Last Best Offer**

Amend Article XXIII, Retirement, of the current contract by adding a new Section 2 - Life Insurance

**Section 2:** Life Insurance. All full-time firefighters shall receive \$35,000 in life insurance coverage. Retirees with 15 years of service who have reached age 62 shall be entitled to life insurance in the amount of \$10,000.

### **Introduction**

The parties stipulated on the record that full-time fire fighters currently receive \$35,000 in life insurance and that retirees are currently entitled to \$10,000. There are two differences in the LBOs. The first difference pertains to the Union's insertion of the phrase "at least" as to the \$35,000 in life insurance coverage. The second difference pertains to eligibility requirements. Under the Union proposal, eligibility is defined as "regular retirement," which is defined in other contractual provisions to be age 55 with 25 years of service or age 62 with 10 years of service. The Employer's LBO defines eligibility to be age 62 with 15 years of service.

### **Background**

The Township currently provides group life insurance to its employees as follows:

A township paid group, life insurance policy is available to all full-time employees, elected officials and part-time employees (available during probation at the earliest date permitted by the issuing company.) The policy is available in the covered amount of \$35,000 for all full-time employees and full-time elected officials, and in the covered amount of \$10,000 for all part-time employees. Full-time employees with at least fifteen years of employment with Washington Township and who have reached the age of 62 shall be entitled to Township paid life insurance in the amount of \$10,000 at their retirement. Full-time employees hired after April (1993) are not eligible for this benefit until reaching age 62 and employed by the Township for at least twenty-five years.

### **The Union's Position**

The Union urges adoption of its LBO, which it contends merely attempts to reflect the current situation. It points out that its eligibility requirements are consistent with other contractual provisions defining regular retirement. The Union notes that the Employer gives no reason for excluding employees who retire at age 55 with 25 years of service. As to the "at least" language, the Union maintains that this phrase suggests that the \$35,000 amount is a floor, which the Employer could unilaterally raise.

### **The Employer's Position**

The Employer contends that its LBO should be adopted. It maintains that the Union's insertion of the "at least" phrase is inappropriate because life insurance coverage for full-time employees is not an issue before the panel. The Employer points out that only four out of ten comparables provide life insurance for retirees. In view of this, the Employer submits that the limitations it places upon life insurance are not unreasonable.

### **Evidence**

The following chart summarizes information set forth in Joint Exhibit No. 9, Union Exhibit No. 83, and Employer Exhibit No. 2 at page 20:

<b>COMMUNITY</b>	<b>LIFE INSURANCE COVERAGE FOR RETIREES</b>
Brandon Township	None
Bruce Township	None
Clinton Township	\$10,000
Eastpointe	None
Harrison Township	\$15,000
Independence Township	None
Roseville	\$10,000
St. Clair Shores	None
Shelby Township	None
Sterling Heights	\$10,000
White Lake Township	None

Only four of the eleven comparable communities provide life insurance coverage for employees. Of the four who provide coverage (Clinton Township, Harrison Township, Roseville, and Sterling Heights), the average amount of coverage provided is \$11,250.

### **Findings**

The Panel finds that the Union LBO more nearly comports with the Section 9 factors, in particular Section 9(h). It makes good sense to define "regular retirement" consistently throughout the provisions of the Agreement. The Employer LBO would depart from that definition by excluding, without reason or explanation, those who retire at age 55 with 25 years of service and by changing retirement at age 62 to require 15 years of service instead of 10. The Employer need not be concerned about the effect of the addition of the "at least" language. Insertion of this phrase makes no change in the provision for full-time employees. The phrase is superfluous because the stated amount of \$35,000 is obviously the minimum coverage, which must be provided.



**SIGNATORY PAGE**

**AWARD**

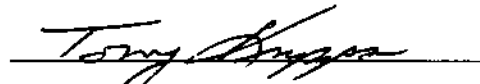
The Panel finds on the **Retiree Life Insurance Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(h).

Article XXI, Section 2 will be amended to incorporate the language of the Union LBO.



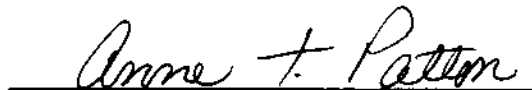
Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4.12.2000



Tony Krapps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **PENSION ELIGIBILITY – ARTICLE XXIII – RETIREMENT**

### **1993-97 Contract**

No provision.

### **The Union's Last Best Offer**

Add new section to Article XXIII, Retirement, as follows:

**Section 3.** Effective April 1, 2000, all bargaining unit personnel are eligible to receive a regular pension after having completed twenty-five (25) years of service and having attained age fifty-five (55) or after having completed ten (10) years of service and having attained age sixty-two (62).

### **The Employer's Last Best Offer**

Amend Article XXIII by adding a new Section 3 which will read as follows:

**Section 3.** All bargaining unit personnel are eligible for retirement at age 55 with 25 years of service or at age 62 having completed 10 years of service.

### **Introduction**

Although the above LBOs feature differences in language, there is no real dispute between the parties with respect to this issue. The Union language states "eligible to receive a regular pension." The Employer language states "eligible for retirement."

### **Background**

Both parties agree that an employee may retire at age 55 after having completed 25 years of service or at age 62 having completed 10 years of service. Upon retirement, employees are entitled to 100% of their pension plan account. Todd Carless, a representative of the Employer's Pension Plan Administrator, testified that after 20 months an employee is fully vested in his pension plan and there is no penalty for terminating after that time. Volume 4 at pages 25-26. The Union has no intention of changing the defined contribution plan in effect if their members are not penalized for retiring early. Tamara Smith, Volume 3 at pages 107-108.

The Employer's Summary Plan Description for a Defined Contribution, Individual Account Pension Plan states:

Also, the fact that you may be vested in your account does not mean that you are entitled to an immediate distribution. Generally, no distributions may be made to you from your account until you retire or otherwise terminate employment with the Employer.

Employer Exhibit No. at page 21(h).

### **The Union's Position**

The Union maintains that its proposal is necessary to clarify the vague language, quoted above, in the Summary Plan Distribution.

### **The Employer's Position**

The Township asserts that its proposed language is sufficient to cover any concerns the Union may have.

### Findings

The language in the Union LBO is more clear because it confirms that employees are entitled to receive their regular pension upon retirement, whether retirement occurs at 25 years and age 55 or at 10 years and age 62. The Employer LBO is less clear because it makes no mention of receipt of regular pension.

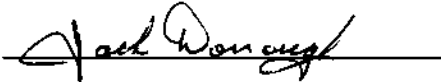
The Union LBO more nearly complies with the Section 9 factor, in particular Section 9(h) – other factors. The more clear the language, the less likelihood of future disputes and grievances.

### SIGNATORY PAGE

#### **AWARD**

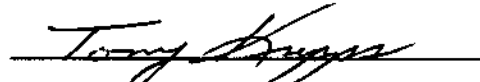
The Panel finds on the **Pension Eligibility Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(h).

Article XXIII is modified to add Section 37, which incorporates the Union LBO.



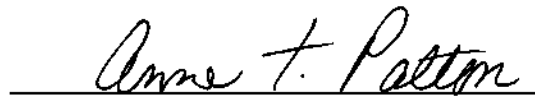
Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4-12-2000



Tony Krepps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

**EMPLOYER PENSION CONTRIBUTION - PERCENTAGE - ARTICLE XXIII**

**TENTATIVE AGREEMENT**

Add new Section to Article XXIII, Retirement, as follows:

Section 4. Effective April 1, 1999, the employer pension contribution shall be increased from fourteen percent (14%) of an employee's base salary to fifteen percent (15%).

**SIGNATORY PAGE**



Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated:





Tony Krepps, Union Delegate  
CONCUR / DISSENT

Dated:

4-21-00

## EMPLOYER PENSION CONTRIBUTION - ITEMS INCLUDED IN CALCULATION

### ARTICLE XXIII

#### 1993-97 Contract

No Provision.

#### The Union's Last Best Offer

Add new section to Article XXIII, Retirement, as follows:

Section 5. Effective April 1, 1999, the employer pension contribution shall be made as a percentage of all compensation paid to the employee, including but not limited to base salary, overtime, longevity, acting pay, and holiday pay (all W-2 items).

#### The Employer's Last Best Offer

Add a new Section to Article XXIII, Retirement, as follows:

Section 5. The current pension plan for full-time bargaining unit employee shall remain in effect. The employer pension contribution shall be 15% of an employee's base salary.

#### Background

Currently, the Employer pension contribution percentage is based on an employee's base salary. The Union proposes to increase the basis to base salary plus all other W-2 items, which are counted as wages.

#### The Union's Position

The Union argues that its proposal should be adopted because ten of the eleven comparable communities base their contribution on base salary plus overtime and other W-2 items. It submits that adoption of its proposal would place Township fire fighters on a par with the fire fighters in comparable communities.

#### The Employer's Position

The Township contends that its proposal should be adopted. It notes that all but two of the comparable communities have defined benefit plans. The Township argues that the Panel should look only at those two comparables (Brandon and Bruce Townships), which, like the Employer, have defined contribution plans. It points out that, as to the two defined contribution plans, both include only base salary in the calculation of pension. The Township further asserts that the contribution for all other employees of the Employer is calculated on base salary alone.

### Analysis of Evidence

The following chart summarizes the information set forth in Union Exhibit No. 75 and Employer Exhibit No. 2 at page 23:

COMMUNITY	TYPE OF PLAN	ITEMS INCLUDED IN CALCULATIN OF PENSION
Brandon Township	Defined contribution	Base salary
Bruce Township	Defined contribution	Base salary
Clinton Township	Act 345 – Defined benefit	Base salary, overtime, longevity, holiday, unused accumulated vacation and sick
Eastpointe	Ordinance – Defined benefit	Base salary, overtime, longevity, holiday, unused accumulated vacation and sick
Harrison Township	Act 345 – Defined benefit	Base salary, overtime, longevity, holiday, unused accumulated vacation
Independence Township	MERS – Defined benefit	Base salary, overtime, longevity, holiday, unused accumulated vacation
Roseville	Charter – Defined benefit	Base salary, overtime, longevity, holiday, shift differential, unused accumulated vacation and sick
St. Clair Shores	Act 345 – Defined benefit	Base salary, overtime, longevity, holiday, shift differential, unused accumulated vacation time
Shelby Township	Act 345 – Defined benefit	Base salary, overtime, longevity, holiday, unused accumulated sick
Sterling Heights	Act 345 – Defined benefit	Base salary, overtime, longevity, holiday, unused accumulated vacation and sick
White Lake Township	MERS – Defined benefit	Base salary, overtime, holiday pay, unused accumulated vacation

The vast majority of comparable communities include more than just base salary in their calculation of pension benefits. The fact that these same communities also feature defined benefit plans does not spoil the comparison. Whether a defined benefit plan or a defined contribution plan, "compensation," however defined, is the basis of calculating benefits. The pension benefits of non-unit employees of the Township are calculated solely on base salary.

### Findings


The Union LBO more nearly complies with the Section 9 factors, in particular Section 9(d) because the vast majority of comparable communities include more than base salary in their calculation of pension benefits. The comparison between the Township's fire fighting employees and the fire fighting employees of other communities is more compelling than the comparison between the Township's fire fighting employees and its non-fighting employees. The purpose of Act 312 is to keep emergency service personnel in one community on a par with the emergency service personnel of comparable communities as to terms and conditions of employment.

**SIGNATORY PAGE**

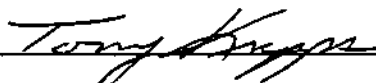
**AWARD**

The Panel finds on the **Pension – Items Included Issue** that the Union LBO more nearly comports with the Section 9 factors, particularly with Sections 9(h).

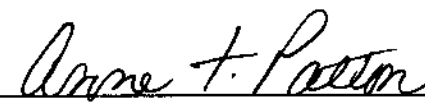
Article XXIII is modified to add a new section, which incorporates the Union LBO.

  
\_\_\_\_\_  
Jack Dorrough, Employer Delegate  
CONCUR DISSENT

Dated: 4-12-2000

  
\_\_\_\_\_  
Tony Kripps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00

  
\_\_\_\_\_  
Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## CONTINUATION OF BENEFITS – ARTICLE XXIV, WORKER'S COMPENSATION AND DISABILITY

### 1993-97 Contract

Section 2. The Employer agrees to continue all insurance and other benefits during the time an employee is disabled, not to exceed six (6) months for non-duty related disability, and two (2) years for any duty related disability. The benefits provided by this section are limited to union dues, pension benefits, insurance benefits, disability benefits and any co-payment insurance obligations if provided for in the specific insurance plan. The Township shall provide the difference that an employee receives from Worker's Compensation Insurance for a duty related injury and his or her regular wage.

### The Union's Last Best Offer

Amend Article XXIV, Worker's Compensation and Disability Section 2, as follows:

Section 2. The Employer agrees to continue all insurance and other benefits during the time an employee is disabled, not to exceed 12 (12) months for non-duty related disability, and three (3) years for any duty related disability. **Effective upon issuance of the award, the Employer shall provide health insurance benefits, at the same level as active employees, including the disabled employee, the disabled employee's spouse and dependents, during the entire period of disability for any employee who suffers a duty-related disability. In the event an employee suffers a duty-related death, the Employer shall provide health insurance benefits, at the same level as active employees for the employee's spouse and dependents, until the spouse is eligible for equivalent coverage at no cost.** The benefits provided by this section are limited to union dues, pension benefits, insurance benefits, disability benefits and any co-payment insurance obligations if provided for in the specific insurance plan. The Township shall provide the difference that an employee receives from Worker's Compensation Insurance for a duty related injury and his or her regular wage.

### The Employer's Last Best Offer

Amend Article XXIV, Worker's Compensation and Disability, Section 2, as follows:

Section 2. The Employer agrees to continue all insurance and other benefits during the time an employee is disabled, not to exceed nine (9) months for non-duty related disability, and three (3) years for any duty related disability. **In the event an employee suffers a duty-related death, the Employer shall provide benefits to the employee's spouse and dependents for a period of three years or until the spouse remarries, whichever occurs first.** The benefits provided by this section are limited to union dues, pension benefits, insurance benefits, disability benefits and any co-payment insurance obligations if provided for in the specific insurance plan. The Township shall provide the difference that an employee receives from Worker's Compensation Insurance for a duty related injury and his or her regular wage.



### **Introduction**

The parties agree that: 1) benefits will be continued for three years for duty-related disability occurring up until the issuance of this Award; 2) the benefits provided are limited to union dues, pension benefits, insurance benefits, disability benefits, and any copayment insurance obligations; and 3) benefits will be continued to spouses and dependents in the case of duty related deaths.

There are three areas of dispute: 1) the length of time benefits will continue for non-duty related disability; 2) the length of time benefits will continue for duty-related disability occurring after issuance of this Award; and 3) the length of time benefits will be continued to spouses and dependents when an employee suffers a duty-related death.

As to these factors, the parties LBOs can be compared as follows:

### **LENGTH OF COVERAGE**

<b>PARTY</b>	<b>NON-DUTY DISABILITY</b>	<b>DUTY DISABILITY</b>	<b>DUTY-RELATED DEATH</b>
<b>UNION</b>	12 months	3 years until issuance of award / upon issuance of award, entire period of disability	Until spouse is eligible for equivalent coverage
<b>EMPLOYER</b>	9 months	3 years	3 years or until spouse remarries, whichever occurs first

### **The Union's Position**

The Union urges adoption of its proposal. It asserts that it is "miserly" to cut off health benefits after three years of duty-related disability or duty-related death. The Union stresses that fire fighting is a dangerous job and that for those who pay the ultimate cost with their body, their mind, or their life, benefits should be provided throughout the term of the disability or to the spouse and dependents.

### **The Employer's Position**

The Township urges adoption of its proposal. As to the length of coverage for non-duty related disability, it notes that the Township would rank 5<sup>th</sup>, if the Employer's LBO were adopted. As to length of coverage for duty-related disability, the Township notes it would rank 5<sup>th</sup> if its LBO were adopted. As to the length of coverage for duty-related death, the Employer notes that it would rank 3<sup>rd</sup> if its LBO were adopted. Because the Township ranks higher than most comparables in providing continuation of benefits in all three categories, the Employer contends that its LBO be accepted.

### Evidence

The following charts the relevant information as to comparables, based on information set forth in Joint Exhibit No. 9:

#### LENGTH OF COVERAGE

COMMUNITY	NON-DUTY-RELATED DISABILITY	DUTY RELATED DISABILITY	DUTY RELATED DEATH
Brandon Township	2 years and 3 months	2 years and 3 months	No provision
Bruce Township	1 year	2 years	"Insurance policy for job related dates and injuries shall remain in place for all employees."
Clinton Township	0	6 months plus possible 6 month extension	Continues until widow remarries
Eastpointe	6.5 months	48 work weeks	No provision
Harrison Township	0	1 year	No provision
Independence Twp.	9 to 27 months depending upon length of service	9 to 27 months depending upon length of service	No provision
Roseville	3.25 months	2 years	No provision
St. Clair Shores	2 months	Duration of Workers Compensation	No provision
Shelby Township	2.5 years	Duration of Injury	Continues until spouse remarries
Sterling Heights	6 months	10 years with 0-5 years of service Time equal to years of service with 6-10 years 25 years with more that 10 years of service	No provision
White Lake Township	0	Duration of injury	1 year full premium 2 <sup>nd</sup> year - 50% of premium if spouse has not remarried or obtained benefits from other employment

## Analysis

### Non-Duty Related Disability

The majority of comparable communities provide continued coverage for non-duty related disability. Of the eight comparable communities, which provide continued coverage, the average length of coverage is 14.2 months (counting Independence Township as providing 18 months of coverage, the mid-line between its low of 9 months and its high of 27 months). The range of coverage among the comparables is 2 months to 30 months. With either the Union's LBO of 12 months or the Employer's LBO of 9 months of continued coverage, the Township would rank 5<sup>th</sup> among comparable communities.

### Duty Related Disability

All of the comparable communities provide some degree of continued coverage regarding duty-related disability. The average length of coverage among those eight comparables that limit the length of continued coverage is 2.5 years. However, three comparables (St. Clair Shores, Shelby Township, and White Lake Township) do not limit the extent of continued coverage, but provide coverage for the duration of the injury. The three-year continuance of benefits, proposed by each party, falls close to the average of continued coverage. Only a minority of three comparables provide coverage for the duration of the injury.

### Duty Related Death

Most of the comparable communities (seven) do not provide any continued benefit for duty related death. Of the four comparables that do provide continuance of a duty related death benefit, two continue the benefit indefinitely until the spouse remarries, one continues 50% of the benefit for a second year, but only if the spouse has not remarried, and another one states that the policy remains in place but does not state a duration or a termination point. Adoption of the Union's LBO would place the Employer in the highest rank of those two comparables (Clinton Township and Shelby Township) that provide a duty related death benefit, which continues until the spouse remarries. Adoption of the Employer's LBO would place the Employer in the second rank of comparables providing continuance but with a termination point.

## Findings

The Panel finds that the Employer LBO more nearly complies with the Section 9 factors, particularly Section 9(d). The Employer LBO more closely matches the continuation of benefits provided by the majority of comparable communities. The 9-month coverage for non-duty related disability falls within the range of continued coverage provided by the comparable communities. The majority of comparables limit the continued coverage for duty related disability and the average length of coverage is 2.5 years. Finally, the majority of the comparable communities do not provide any continued benefit for duty related death. Providing duty related death benefits for three years places the Employer in the second rank of comparables.

**SIGNATORY PAGE**

**AWARD**

The Panel finds on the **Continuation of Benefits Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(d).

Article XXI, Section 2 is modified to incorporate the Employer LBO.




Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4-12-2000



Tony Krepps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **FOOD ALLOWANCE – ARTICLE XXV**

### **1993-97 Contract**

Each full time employee shall receive a food allowance in the sum of \$600.00 payable on the annual anniversary of each employee. If an employee is discharged during the term of this Agreement, no food allowance will be made to the employee for the year during which the employee is discharged.

### **The Union's Last Best Offer**

Increase the food allowance, effective April 1, 1997, to \$800.00.

### **The Employer's Last Best Offer**

Increase the food allowance (no effective date specified) to \$700.00.

### **Introduction**

The parties' LBOs show that there is a difference of \$100 between their food allowance proposals. The Union wants a \$200 increase from \$600 to \$800. The Employer proposes an increase of \$100 to a \$700 food allowance.

### **Background**

Fire fighters work 24-shifts and must be present at the station to respond to any calls. Each year, fire fighters work approximately 122 shifts per year. The current food allowance amounts to about \$4.92 per shift. During each 24-hour shift, fire fighters eat at least two meals. Thus, the current food allowance amounts to about \$2.46 per meal.

### **The Union's Position**

The Union proposes to increase the food allowance to \$6.56 per shift or \$3.28 per meal. It submits that such a request is not extravagant and is consistent with comparable communities. The Union notes that the 1998-99 average food allowance among comparables providing such a benefit is \$791.

### **The Employer's Position**

The Township contends that its proposed increase is at, or above, average when compared to the comparable communities. It notes an average in 1996-97 of \$695 and an average in 1998-99 of \$701. With its proposed increase, the Township points out that it would rank among the top four communities regarding the amount paid for food allowance.

### The Evidence

The following charts the amounts paid by the comparable communities for food allowance:

COMMUNITY	1996-97 ALLOWANCE	1998-99 ALLOWANCE
Brandon Township	0	0
Bruce Township	\$ 595	\$ 595
Clinton Township	\$1003	\$1060
Eastpointe	\$ 655	\$ 655
Harrison Township	\$ 675	\$ 675
Independence Township	\$ 500	\$ 500
Roseville	\$1000	\$1000
St. Clair Shores	0	0
Shelby Township	\$ 475	\$ 475
Sterling Heights	\$ 950	\$ 950
White Lake Township	\$ 400	\$ 400
<b>AVERAGE</b> Excluding Brandon Township and St. Clair Shores	\$ 695	\$ 701

Union Exhibit No. 68.

### The Findings

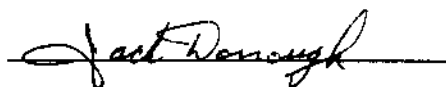
The Employer LBO more nearly complies with the Section 9 factors, in particular, Section 9(d). The average food allowance among the comparables is \$700 for 1989-99 and \$695 for 1996-97. The Employer's proposed increase to \$700 is closer to this average than the Union's proposed increase to \$800.

SIGNATORY PAGE

**AWARD**

The Panel finds on the **Food Allowance Issue** that the Employer LBO more nearly comports with the Section 9 factors, particularly with Sections 9(d).

Article XXV is modified to increase the food allowance to \$700, effective April 1, 1997.



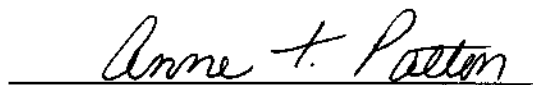
Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4-12-2000



Tony Kropps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00



Anne T. Patton  
Impartial Chair

Dated: April 7, 2000

## **NON-ECONOMIC ISSUES**

### **STATION ASSIGNMENT BID – ARTICLE II**

#### **The 1993-97 Contract**

No provision.

#### **The Union's Last Best Offer**

Add new Section to Article II, as follows:

**Station Assignments.** Effective April 1, 2000, all full-time employees shall turn in station assignment preference by March 15<sup>th</sup> of each year. Annual station assignments will take place effective April 1 of each year. If the number of employees that request a specific station assignment exceeds the number of employees normally assigned to that station, station assignment shall be determined on the basis of Department seniority. Separate lists may be maintained for fire fighters and officers.

By letter dated January 7, 2000, the Union indicated that the following contract language would also be acceptable:

A separate list may be maintained for officers. The Fire Chief may change the lowest senior officer's annual assignment if necessary to distribute supervisory personnel among stations. Normal staffing fluctuations will be handled using acting officers.

#### **The Employer's Last Best Offer**

Station assignments shall be made at the discretion of the Fire Chief. Employees may submit requests to the Chief for such assignment.

#### **Introduction**

The Union LBO is based upon employee choice with seniority used as a tiebreaker in the case the number of requests for a station exceeds the number of assignments at that station. The Employer LBO permits employees to register their preferences, but final assignment is at the Chief's discretion.

#### **Background**

Currently, the Department has two stations staffed by fire fighters, all of whom are certified paramedics. In 1989, when the Department started with its first six fire fighters, they volunteered to work together and picked their own partners. Alward, Volume 3 at page 17. After that, the Department tried to match newer employees with experienced employees. In exercising his discretion to assign, the Chief has taken into account employee's choices. Alward, Volume 3 at page 20. The Chief believes that it is necessary to retain management prerogative in order to match newer employees with experienced employees and to avoid personality conflicts. Alward, Volume 5 at page 17.

#### **The Union's Position**

The Union LBO is premised on improving the working environment by giving fire fighters a choice of stations where they will be living and working for one year. The Union agrees that each station should have an officer on duty and, thus, proposes a separate list for officers. The Union points out that the Employer's proposal provides no stability of location for fire fighters. The Union submits that there is no longer any need to pair employees based on skills. It points out that greatest seniority fire fighters are already housed in



Station 2 and that all fire fighters are certified paramedics, skilled in handling the apparatus at each station. Further, the Union maintains that any personality conflicts can be addressed via progressive discipline.

### **The Employer's Position**

The Employer asserts that station assignment is traditionally a matter of management prerogative, as demonstrated by the comparables. It maintains that it is important to retain managerial discretion to be able to properly match new employees with experienced employees and to be able to avoid personality conflicts.

### **Analysis of Evidence**

The following is a compilation of Employer Exhibit No. 2 at pages 2 and 50 and Union Exhibit No. 79 regarding the station assignment bid procedure in the comparable communities:

COMPARABLE COMMUNITY	METHOD OF ASSIGNMENT
Brandon Township	Assigned by Chief
Bruce Township	Assigned by Chief
Clinton Township	Personnel submit requests Assigned by shift commander
Eastpointe	Not applicable – only one station
Harrison Township	Personnel submit requests Assigned by Captain
Independence Township	Personnel submit requests Assigned by Captain
Roseville	Personnel submit requests Assigned by Battalion Chiefs
St. Clair Shores	Seniority
Shelby Township	Seniority
Sterling Heights	Personnel submit requests Assigned by Battalion Chief FEOs and Captains assigned by seniority
White Lake Township	Assigned by Chief

Of the ten comparable communities operating more than one station, two (St. Clair Shores and Shelby Township) assign by seniority. One other comparable (Sterling Heights) also assigns by seniority, but only as to FEOs and Captains. In three communities (Brandon Township, Bruce Township, and White Lake Township), the assignment is by the Chief. In the remaining three communities (Harrison Township, Independence Township, and Roseville), employees submit requests, but either the shift commander or captain or battalion chief, each of whom is a member of the bargaining unit, makes the assignment. Similarly, in Sterling Heights, non-FEO employees and non-Captain employees submit requests, but the battalion chief, a member of the bargaining unit, makes the assignment.

### Findings

The following combination of the Union's LBO with the Employer's LBO more nearly complies with the Section 9 factors:

**Station Assignments.** Effective April 1, 2000, all full-time employees shall turn in station assignment preference by March 15<sup>th</sup> of each year. Annual station assignments will take place effective April 1 of each year. The Chief shall make the station assignment based upon employee preference. If the number of employees that request a specific station assignment exceeds the number of employees normally assigned to that station, station assignment shall be determined on the basis of Department seniority. Separate lists may be maintained for fire fighters and officers.

This language is supported, in particular, by the following factors:

**Section 9(c):** The interests and welfare of the public are best served by a Department, whose fire fighters work together with the greatest level of efficiency and at the highest level of morale. Making assignments on an annual basis serves both purposes. Yearly assignments permit the station crew ample time to hone their team expertise. Assignments based on employee choice boosts employee morale by increasing the level of control an employee feels over his work life and by ensuring a level of predictability an employee may rely upon.

**Section 9(d):** Evidence regarding comparable communities supports some combination of assignment at managerial discretion based on employee choice and seniority. Two and a half comparables assign by seniority. Four and a half comparables permit employee preference with assignment made by an officer who is a member of the bargaining unit. Only three comparables assign exclusively at the Chief's discretion.

**Section 9F):** Evidence regarding past practice also supports assignment by some combination of managerial discretion based on employee choice and seniority. Historically, the Chief has retained discretion to make station assignments, but, in so doing, he has taken employee preference into account and has allowed employees to volunteer and to pick their partners. Currently, however, there is less need to balance assignments by pairing less experienced employees with more experienced ones because all fire fighters are paramedics capable of handling the equipment and apparatus at each station.

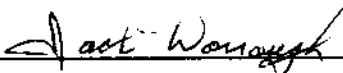
## SIGNATORY PAGE

### AWARD


The Panel finds on the **Station Assignment Bid Issue** that the following provision more nearly comports with the Section 9 factors, particularly with Sections 9(c)(d) and (h):

**Station Assignments.** Effective April 1, 2000, all full-time employees shall turn in station assignment preference by March 15<sup>th</sup> of each year. Annual station assignments will take place effective April 1 of each year. The Chief shall make the station assignment based upon employee preference. If the number of employees that request a specific station assignment exceeds the number of employees normally assigned to that station, station assignment shall be determined on the basis of Department seniority. Separate lists may be maintained for fire fighters and officers.

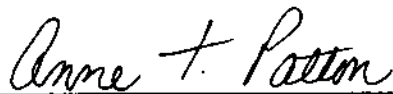
Article II is modified to add Section 8, incorporating the above provision.

  
\_\_\_\_\_  
Jack Dorrough, Employer Delegate  
CONCUR / DISSENT

Dated: 4-12-2000

  
\_\_\_\_\_  
Tony Krapps, Union Delegate  
CONCUR / DISSENT

Dated: 4-21-00

  
\_\_\_\_\_  
Anne T. Patton  
Impartial Chair

Dated: April 7, 2000