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190

STATE OF MICHIGAN

STATUTORY LABOR ARBITRATION PANEL

(Pursuant to Act 312, P.A. 1969, as amended)

In the Matter of the Arbitration Between:

CITY OF EAST DETROIT

and

EAST DETROIT FIRE FIGHTERS ASSOCIATION

LABOR AND INDUSTRIAL RELATIONS LIBRARY
Michigan State University

East Detroit, City of

OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown

City's Delegate: Don Kuhn

Fire Fighters' Delegate: Robert Baker

Representing City: Robert Hribar, Esq.

Representing Fire Fighters: James Peterson, Esq.

Hearing Held: November 30, 1976
City Hall offices in East Detroit, Michigan.

Briefs Received: January 11, 1977

Reply Briefs Received: January 28, 1977

Executive Meeting of the Arbitration Panel: March 19, 1977 at
East Detroit, Michigan

Opinion and Award Issued: May 17, 1977

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

I. STATEMENT OF THE CASE:

This matter came on for hearing before a panel of arbitrators appointed pursuant to the terms of Act 312 (Public Acts of 1969 as amended) for purposes of hearing and deciding unresolved issues in a new contract dispute between the parties shown above. Pursuant to the statute, Barry C. Brown was appointed by the Chairman of the Michigan Employment Relations Commission to serve as Chairman of the arbitration panel. The City designated its Assistant City Manager, Don Kuhn, as its delegate to the panel. The Fire Fighters designated Robert Baker, State Secretary-Treasurer, as its delegate to the panel. So constituted the panel conducted hearing on November 30, 1976 in the offices of the City Hall in East Detroit, Michigan. During these hearings, testimony was taken from several witnesses, and numerous exhibits were presented by the parties as documentary evidence. On November 30, 1976, the parties stipulated and the panel agreed that the time limits set forth under the Act were waived. Also, it was stipulated that the following issues were economic and, therefore, subject to the last best offer provision of Section 8 of the Act:

1. Wages
2. Education Assistance
3. Clothing - Rubber Goods
4. Clothing Allowance - General
5. Isurance - Dental Plan
6. Insurance - Medical Plan for Widows

7. Sick Leave - Accumulation
8. Sick Leave - Additional Days
9. Funeral Leave
10. Personal Business Days
11. Life Insurance
12. Holiday - Duty Day Equivalent
13. Overtime Guarantee
14. Overtime Call Back
15. Longevity Pay
16. Subsistence Allowance
17. Call Back Pay
18. Acting Pay
19. Worker's Compensation

The parties also stipulated and the panel concurred that the following issues were non-economic within the meaning of Act 312:

A. Sick Leave - Physician's Certificate
B. Separate Checks - Vacation
C. Separate Checks - Holidays
D. Duty Days - Fire Inspections
E. Lay Off - Recall
F. Residency
G. Mutual Aid

On January 11, 1977, the parties mailed their original briefs and their list of last best offers to the Chairman of the arbitration

panel who in turn forwarded them to opposing counsel and the other panel members. Subsequently, on January 28, 1977, the parties mailed their reply briefs to the Chairman who forwarded them as before. On March 19, 1977, the panel met in excutive session in East Detroit, Michigan, to consider the evidence and arguments in support of the last best offers of the parties on each of the issues. It should be understood that the panel members representing the City and the Fire Fighters disagreed with certain of the findings and awards set forth hereinafter. Each generally supported the last best offers of the party by whom he was appointed to the panel. Accordingly, the signature of either of the partisan panel member at the conclusion of this Opinion and Award does not represent a concurrence in each and every element of the final award but does constitute a recognition that there exists a majority vote in support of each item contained in the final award.

II. BACKGROUND

The City and the Fire Fighters were signatory to a Collective Bargaining Agreement with an expiration date of June 30, 1976. The parties commenced negotiations for a new contract in the spring of the year 1976. Several bargaining sessions were fruitless, and the parties exchanged letters in January and March, 1976. Subsequently, on May 30, 1976, a demand was made for interest arbitration under Act 312. The parties mutually agreed to waive the time limit requirements of the Act. On June 29, 1976, the Michigan Employment Relations

Commission appointed Barry C. Brown to serve as the neutral chairman of the arbitration panel, and the respective parties appointed partisan members to the panel. No issue with respect to the proper appointment or constitution of arbitration panel was raised during the course of these proceedings. Neither was any question about the arbitrability of the dispute raised by the City or the Fire Fighters.

III. LAST BEST OFFER:

Subsequent to the evidentary hearings, the parties exchanged briefs and reply briefs through the panel's chairman. They also so exchanged their last best offers on each of the outstanding economic issues. For convenience, the issues are set forth in numerical order, with a recitation of the provisions, if any, in the old contract followed by the City's last best offer and the Fire Fighters' final position.

Issue 1. Wages

A. Current Provisions: Article VII. Salaries

Section 1: The following salary schedule shall become effective for each classification as designated (Annual Salaries).

Classification	July 1, 1975
Firefighter	$15,100
Sergeant	16,381
Lieutenant	17,662
Captain	18,943

Section 2: Starting rate for Firefighters shall be $2,000.00 below the maximum with semi-annual increments of $250.00 (maximum reached in four (4) years.)

B. City's Last Best Offer: Straight $650 increase

Classification	Salaries
Firefighter	$15,750
Sergeant	17,031
Lieutenant	18,312
Captain	19,593

C. Fire Fighters' Final Position:

Seven (7%) per cent increase for all classifications from July 1, 1976 through December 31, 1976, retroactive. Five (5%) per cent increase for all classification from Janury 1, 1977 through June 30, 1977, retroactive.

Classification	7/1/76-12/31/76	1/1/77 -6/30/77
Firefighter	$16,157	$16,965
Sergeant	17,528	18,404
Lieutenant	18,898	19,843
Captain	20,269	21,282

Issue 2. Education Assistance

A. Current Provisions: Article XXIX. Education Assistance

Section 1: Tuition books, supplies and fees for fire science courses, their pre-requisites and courses such as first aid, EMT training, arson, investigation, etc., shall be reimbursed by the City to the employee upon proof of completion of such courses. In the event of a failing mark is earned by the employee, books and supplies only shall be reimbursed. He shall be allowed to repeat the course and if he then satisfactorily completes it, cost for both courses shall be reimbursed.

The following are to be considered Fire Science Program Core Courses, but it is agreed that changes can be made in titles or course numbers:

FS 110	Philisophy of Fire Protection
FS 113	Fundamentals of Fire Prevention
FS 130	Fire Science I
FS 131	Fire Science II
FS 140	Fire Protection Equipment and Systems I
FS 141	Fire Protection Equipment and Systems II
FS 217	Fire Department Administration
FS 221	Building Construction of Fire Protection

FS 230 Fire Hydraulic and Water Supply
FS 231 Fire Fighting Tactics and Strategy

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: No Change

Issue 3. Clothing - Rubber Goods

A. Current Provisions: Article XXII. Clothing Allowance, Clothing Regulations

Section 2. Rubber goods will not be charged to clothing allowance for new Fire Fighters.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Article XXII, Section 2 shall be amended to read as follows:

"Firefighting protective gear will be replaced as necessary for all Firefighters. Such replacement will be determined by the Unit Captain and/or Fire Chief. New Firefighters will receive all protective gear furnished by the City."

Issue 4. Clothing Allowance - General

A. Current Provisions: Article XXII. Clothing Allowance, Clothing Regulations

Section 1: Each Firefighter shall be allowed an annual sum of Two Hundred Fifty Dollars ($250.) for clothing purchases. The Fire Inspector shall be allowed an annual sum of Three Hundred Dollars ($300.) for clothing purchases.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Article XXXII, Section 1 shall be amended to read as follows:

"Each Firefighter shall be allowed an annual sum of Three Hundred Dollars ($300.) for clothing purchases. The Fire Inspector shall be allowed an annual sum of Three Hundred Fifty Dollars ($350.) for clothing purchases."

Issue 5. Insurance - Dental Plan

A. Current Provisions: Article XX. Insurance

Section 2: The City shall pay the full premium for Blue Cross and Blue Shield hospitalization for all Firefighters. The Blue Cross-Blue Shield plan shall include master medical, prescription rider with Two Dollar ($2.00) deductible and optical coverage. Blue Cross insurance benefits for future Firefighters retirees and their dependents (effective for Firefighters who retire after July 1, 1973 only) shall be provided and paid by the City.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Would accept proposal A of the Delta Dental Plan. This plans pays fifty (50%) per cent of treatment costs for Class I and Class II benefits, with a Six Hundred and 00/100 ($600.00) Dollar per person per year maximum. Class I benefits include basic, preventive, restorative, oral surgery, endodontic, and preiodontic services. Class II benefits include prosthodontic services. No orthodontic services are included.

The above dental plan would be an addition to the existing medical plan.

Issue 6. Insurance - Medical Plan for Widows

A. Current Provisions: Article XX. Insurance
No current section covering this topic

B. City's Last Best Offer: The City currently provides Blue Cross insurance benefits to wives of deceased Firefighter retirees as long as the wives are receiving pension benefits from the City. Therefore, the City would agree to the following language:

"Blue Cross insurance benefits for wives of deceased Firefighter retirees shall be provided and paid by the City, provided that said wife of the deceased Firefighter retiree is receiving pension benefits from the City."

C. Fire Fighters' Final Position: Fully-paid Blue Cross insurance benefits for wives of deceased firefighter retirees subsequent to July 1, 1976.

Issue 7. Sick Leave - Accumulation

A. Current Provision: Article XIV. Sick Leave

Section 4: Unused sick days may be accumulated to a total of not more than two hundred twenty (220) calendar days.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Article XIV, Section 4 shall be amended to read as follows:

"Unused sick days may accumulate to a total of not more than three hundred (300) calendar days."

Issue 8. Sick Leave - Additional Days

A. Current Provision: Article XIV. Sick Leave

Section 5. Upon completion of each twelve (12) months of service, all Firefighters working the twenty-four (24) hour platoon schedule shall be credited with three (3) additional sick days.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Article XIV, Section 5 shall be amended to read as follows:

"Upon completion of each twelve (12) months of service, all Firefighters working the twenty-four hour platoon schedule shall be credited with four (4) additional sick days."

Issue 9. Funeral Leave

A. Current Provision: Article XV

Section 1: For any death in the immediate family, an employee shall be allowed three (3) calendar days, not chargeable to sick leave. In the event a duty day shall fall upon any of such calendar days, the employee will not be required to work a partial shift, but will be excused for entire duty day. Immediate family is defined as Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Step-mother, or Step-father.

Section 2: One (1) calendar day not chargeable to sick leave shall be allowed for death of current-mother-in-law and current father-in-law.

B. City's Last Best Offer: The City agrees to add current mother-in-law and current father-in-law to the above definition but does not agree to the Union's proposal as to time off inclusive of the burial date. Therefore, the City submits that Article XV, Section 1 should read as follows:

> "For any death in the immediate family, an employee shall be allowed three (3) calendar days, not chargeable to sick leave. In the event a duty day shall fall on any of such calendar days, the employee will not be required to work a partial shift, but will be excused for the entire duty day. Immediate family is defined as: Mother, father, current mother-in-law, current father-in-law, sister, brother, wife, husband, son, daughter, step-mother or step-father."

The City agrees to delete Section 2 of Article XV.

C. Fire Fighters' Final Position: Article XV, Section 1 shall be amended to read as follows:

> "For any death in the immediate family, an employee shall be allowed time off with pay, up to and inclusive of the burial date, not chargeable to sick leave. [Fire fighters will accept a five (5) calendar day limitation with a special consideration provision for unusual distance.] In the event a duty day shall fall upon such calendar dates, the employee will not be required to work a partial shift, but will be excused for the entire duty day. Immediate family is defined as: Mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son, daughter, step-mother or step-father.

Issue 10. Personal Business Day

A. Current Provision: Article XVI. Personal Business Day

Section 1: Each Firefighter shall be allowed one (1) personal business day (duty day) annually not chargeable to his sick leave bank and two (2) additional personal business days (duty days) annually chargeable to his sick leave bank. Scheduling of all personal business days shall be subject to advance approval by the Fire Chief or a duly authorized Officer of the Department.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Article XVI, Section 1 to be amended to read as follows:

> "Each Firefighter shall be allowed two (2) personal business days (duty days) annually, not chargeable to his sick leave bank and two (2) additional personal business days (duty days) annually chargeable to his sick leave bank. Scheduling of all personal business days shall be subject to advance approval by the Fire Chief or a duly authorized officer of the Department."

Issue 11. Life Insurance

A. Current Provision: Article XX. Insurance

Section 1: The City shall provide each Firefighter with a life insurance policy at no cost to the Firefighter. The coverage will be in the face amount of Ten Thousand Dollars ($10,000.00) with double indemnity for accidental death. The City shall furnish proof of coverage.

Section 2: The City shall pay the full premium for Blue Cross and Blue Shield hospitalization for all Firefighters. The Blue Cross-Blue Shield plan shall include Master Medical, presricption rider with two dollar ($2.00) deductible and optical coverage. Blue Cross insurance benefits for future Firefighters retiress and their dependents (effective for Firefighters who retire after July 1, 1973 only) shall be provided and paid by the City.

Section 3: The City shall pay sickness and accident benefits of One Hundred Twenty Dollars ($120.00) per week for twenty-six (26) weeks after expiration of accumulated sick leave days. Use of vacation time prior to sick and accident benefits shall be optional with the employee.

B. City's Last Best Offer: The City agrees to raise life insurance benfits from $10,000.00 to $15,000.00 per the demand of the Union. However, the City wants Article XX, Section 1 to read as follows:

"The City shall provide each Firefighter with a life insurance policy at no cost to the Firefighter The coverage will be in the face amount of $15,000.00 with double indemnity for nonservice connected with accidental death or dismemberment. The City shall furnish proof of coverage."

C. Fire Fighters' Final Position: Article XX, Section 1 shall be amended to read as follows:

"The City shall provide each Firefighter with a life insurance policy at no cost to the Firefighter. The coverage will be in the face amount of $15,000.00 with double indemnity for accidental death. City shall furnish proof of coverage."

Issue 12. Holiday - Duty Day Equivalent

A. Current Provision: Article XIII. Holidays

Section 1: Each Firefighter shall receive twelve (12) holidays credit in his compensatory bank. Six (6) duty days shall be the equivalent of twelve (12) holidays. A Firefighter shall have the option to be compensated in cash or time off for holiday credit in his compensatory bank. If compensation is to be made in cash, it shall be paid at the straight time rate of the salary schedule in effect on the date of payment.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Article XIII, Section 1 shall be amended to read as follows:

"Each Firefighter shall receive twelve (12) holidays credited in his compensatory bank. Seven (7) duty days shall be the equivalent of twelve (12) holidays. A Firefighter shall have the option to be compensated in cash or time off for holiday credit in his compensatory bank. If compensation is to be made in cash, it shall be paid at the straight time rate of the salary schedule in effect on the date of payment."

Issue 13. Overtime Guarantee

A. Current Provision: Article X. Overtime Pay, Call Back Pay, Mileage and Compensatory Time

Section 1: Overtime shall be paid at the rate of time and one-half (1-1/2) of the Firefighters prevailing hourly rate for all Fire Department related work exclusive of calls back and the regular work schedule. Employees shall have the option of receiving compensatory time at time and one-half in lieu of pay. If duty court appearances for legal problems arising from fire service matters shall also be treated as overtime.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Article X, Section 1 shall be amended to read as follows:

"Overtime shall be paid at the rate of time and one-half (1-1/2) of the Firefighter's prevailing hourly rate for all Fire Department related work exclusive of call back and the regular work schedule with a minimum of three (3) hours. Employees shall have the option of receiving compensatory time at time and one-half (1-1/2) in lieu of pay. If duty court appearances for legal problems arising from fire service matters shall also be treated as overtime.

Issue 14. Overtime - Call Back Pay

A. Current Provision: Article X. Overtime Pay, Call Back Pay, Mileage and Compensatory Time

Section 4: At the end of each three (3) month volunteer call back pay period, the number of call backs credited to each Firefighter shall be reduced to zero (0). After the volunter call back list has been reduced to zero (0) any new list shall be arranged by seniority.

B. City's Last Best Offer: No Change

C. Fire Fighters' Final Position: Will accept status quo with the understanding City will implement demand (call back pays will be by separate checks) if review of accounting and expense feasibility is not unfavorable.

Issue 15. Longevity Pay

A. Current Provision: Article IX. Longevity Pay

Section 1: Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee, subject to a maximum of Nine Hundred and 00/100 ($900.) Dollars.

5 to 10 years	2%
10 to 15 years	4%
15 to 20 years	6%
20 to 25 years	8%
25 years or more	10%

Section 2: The above longevity pay will be paid only once a year approximately December 1st of each year and will be paid on the base pay earned by the employee. In case of death of the employee or retirement, longevity payments will be made on a pro-rata basis.

B. City's Last Best Offer: The City agrees to change Article IX, Section 1 to read as follows:

"Longevity pay will be paid to all employees according to the following scheudle based on the years of service as an employee, subject to a maximum of $1,000.00"

Schedule to remain as printed above.

C. Fire Fighters' Final Position: The Fire Fighters will accept a One Thousand Two Hundred and 00/100 ($1,200.00) Dollar maximum.

Issue 16. Subsistence Allowance

A. Current Provision: Article XXI. Subsistance Allowance

Section 1: A subsistance allowance shall be paid to all Firefighters on the fifty-six (56) hour per week platoon system in the amount of Three Hundred Dollars ($300.) annually. The subsistance allowance shall be paid in a monthly lump sum to the two (2) shift captains. It shall be the responsibility of the affected Firefighter and their respective shift captains to account for and utilize the monthly payment.

Section 2: If a Firefighter terminates his employment or is reassigned to any position other than a fifty-six (56) hour position, his food allowance shall be pro-rated to the date of termination or reassignment.

B. City's Last Best Offer: No Change

C. Fire Fighter's Final Position: Article XXI, Section 1 to be amended as follows:

"A subsistance allowance shall be paid to all Firefighters on the fifty-six (56) hour per week platoon system in the amount of Four Hundred ($400.00) Dollars annually. The subsistance allowance shall be paid in a monthly sum to the two shift captains. It shall be the responsibility of the affected Firefighters and the respective shift captains to account for and utilize the monthly payment."

Issue 17. Call Back Pay

A. Current Provisions: Article X. Overtime Pay, Call Back Pay, Mileage and Compensatory Time

Section 6: When a piece of equipment is dispatched from one call to another, the Firefighter standing by shall be granted an additional call back for the additional call.

In the event that the required number of Firefighters are at the station, only the number required to bring the station complement to minimum strength shall be required to stand by.

B. City's Last Best Offer: Article X, Section 6 shall be eliminated from the contract, in its entirety.

C. Fire Fighters' Final Position: Article X., Section 6 to be amended so that the Firefighter standing by should accept a maximum of three (3) additional calls rather than complete elimination. Present language regarding number of additional calls is without limitation.

Issue 18. Acting Pay

A. Current Provision: Article XI. Acting Pay and Temporary Assignments.

Section 3. Assignments for acting ranks shall be on the basis of present eligibility lists, consistent with Civil Service Rules. There shall be an active eligibility list maintained for all ranks in the Fire Department

B. City's Last Best Offer: The City demands that this section of the contract be eliminated in its entirety.

C. Fire Fighters' Final Position: The Union would agree to the following alternate language.

> "Assignments to acting ranks shall be on the basis of current civil service eligibility lists, if available, or on the basis of shift seniority if a current civil service eligibility is not available. If a current civil service eligibility list is not available for the rank in question, one shall be created within six (6) months of the position opening. Permanent promotion or reversion to former rank of the acting rank firefighter shall also be completed within six (6) months."

Issue 19. Worker's Compensation

A. Current Provision: Article XIX. Workmen's Compensation (On the Job Injuries)

Section 1: Each Firefighter shall be covered by Workmen's Compensation and the City agrees that a Firefighter being eligible for Workmen's Compensation income shall receive, in addition to this Workmen's Compensation, an amount paid by the City equal to the difference between Workmen's Compensation and the Firefighters regular weekly income, exclusive of sick day use.

Section 2 The foregoing supplementary income to Workmen's Compensation shall be paid for a period not to exceed forty-eight (48), fifty-six (56) hour work weeks.

B. City's Last Best Offer: Article XIX, Section 2 shall be changed to read as follows:

"The foregoing supplementary income to Workmen's Compensation shall be paid for a period not to exceed twenty-four (24) weeks. An extension of an additional twenty-four (24) weeks may be granted by the City Council."

C. Fire Fighters' Final Position: No Change

NON-ECONOMIC ISSUES IN DISPUTE

A. Sick Leave - Physician's Certificate

Current Provision: Article XIV. Sick Leave

Section 2: To receive compensation while absent on sick leave, the Firefighter shall notify his immediate supervisor or authorized departmental representative at least fifteen (15) minutes prior to the time scheduled for beginning his regular duties. When absence is for more than three (3) calendar days, the Firefighter may be required to file a physicians certificate.

City's Last Best Offer: City agrees to accept the demands of the Union

Fire Fighters' Final Position: Article XIV to be amended to read as follows:

"To receive compensation while absent on sick leave, the Firefighter shall notify his immediate supervisor or authorize a departmental representative at least fifteen (15) minutes prior to the time schedule beginning his regular duties. When absence is for more than two (2) duty days, the Firefighter may be required to file a physician's certificate."

B. Separate Checks - Vacation

Current Provision: Article XII. Vacations

Section 5: A firefighter shall have the option of receiving pay for one (1) week vacation after his time and services qualifies him for three (3) weeks vacation.

City's Last Best Offer: No Change

Fire Fighters' Final Position: The Union will accept status quo of the article with the understanding that the City will implement demand if review of accounting and expense feasibility is not unfavorable.

Demand: "Addition to language of Article XII, Section 5 assuring the payment of vacation time pay requests will be by separate checks."

C. Separate Checks - Holidays

Current Provision: Article XIII. Holidays
No current section covering this topic

City's Last Best Offer: No Change; City refuses to pay holiday pay as a separate check.

Fire Fighters' Final Position: The Union will accept status quo of the article with the understanding that the City will implement demand if review of accounting and expense feasibility is not unfavorable.

Demand: "Cash payment for holidays shall be made by separate check."

D. Duty Days - Fire Inspection

Current Provision: Article IV. Duty Day and Duty Week

Section 1: An East Detroit Firefighters' work day (duty day) shall consist of one (1) twenty-four (24) hour day beginning at 8:00 a.m. and ending at 8:00 a.m. the following day.

Section 2: An East Detroit Firefighters' work week (duty week) shall not exceed fifty-six (56) hours per week and shall conform to the provisions of Section 1, Public Act 125 of the year 1965, as amended, and commonly referred to as "The Two Platoon Law."

Section 3: An East Detroit Fire Inspector and/or Fire Marshall work day (duty Day) shall consist of one (1) eight (8) hour day beginning at 8:00 a.m. and ending at 4:00 p.m. the same day. It is understood that the Fire Inspector and/or Fire Marshall's lunch period shall be thirty (30) minutes and he shall be subject to emergency calls while on this lunch period.

City's Last Best Offer: Article IV, Section 3 shall be amended to read as follows:

"An East Detroit Fire Inspector and/or Fire Marshall duty day shall consist of eight (8) hours. The schedule of a Fire Inspector and/or Fire Marshall shall be determined by the Fire Chief in order to permit flexibility during pre-holiday periods and for investigative work."

Fire Fighters' Final Position: No Change; Fire Fighters feel that past experience has been unfavorable in instances where Fire Chief has had sole authority.

E. Lay Off - Recall

Current Provision: Article XXVI. Layoffs, Recall and Transfer

Section 3: When the working force is increased after a layoff Firefighters will be recalled in the inverse order of their layoff. Notice of recall shall be sent to the Firefighter at his last-known address by registered or certified mail, If a Firefighter fails to report for work within ten (10) days from the date of mailing of the recall notice, he shall be considered to have quit. However, if a Firefighter is unable to report back to work within ten (10) days of mailing of said recall notice, he shall be given preferential treatment when he has recovered and other jobs are available.

City's Last Best Offer: Article XXVI, Section 3 shall be amended to read as follows:

"When the working force is increased after a layoff, Firefighters will be recalled in the inverse order of their layoff. Notice of recall shall be sent to the Firefighter at his last-known address by registered mail. If a Firefighter fails to report to work within ten (10) days from the date of mailing of the recall notice, he shall be considered to have quit. However, if a Firefighter is unable to report back to work within ten (10) days from the mailing of said recall notice, due to an extended illness or injury, he shall be given preferential treatment when he has recovered and other jobs are available.

Fire Fighters' Final Position: The Union would accept "for good and sufficient reason" as alternative language for "due to extended illness or injury".

F. Residency

Current Provisions: No current Article covering this topic

City's Last Best Offer: The Employer demands that a new article be added to the contract to read as follows:

> "The City demands that all members of the East Detroit Fire Fighters Association be subject to Ordinance No. 544, which establishes residency requirements for employees of the City."

Specifically, the City demands that all members of the Union must comply with the ordinance as of July 26, 1976, the date of inactment.

Fire Fighters' Final Position: The Union would accept residency for applicants during probationary period. Thereafter residency would be at the discretion of employee but confined to Macomb County.

G. Mutual Aid

Current Provisions: Article XXXII. Mutual Aid

Section 1: No Firefighter shall be required to respond to any fire alarm or otherwise to another community under any "mutual aid pact", or like agreement, between East Detroit and such other community if such alarm or requested response is related to a labor dispute in such other community.

City's Last Best Offer: No Change; the City does not want any change in the present contractual language as to mutual aid.

Fire Fighters' Final Position: The Union demands a new section to read as follows:

> "No Firefighter shall be required to respond to any fire alarm or otherwise to another community under any 'mutual aid pact' or like agreement, between East Deteroit and such other community if said community has a 'Public Safety Department' consisting of Public Safety Officers whose duties combine those of Police and Fire Fighting, unless ordered to do so by the State Fire Marshall's office."

IV. FINDINGS AND CONCLUSIONS

The following opinions and orders have taken into consideration each of the factors enumerated in Section 9 of Act 312. The lawful authority of the employer is not a significant consideration in this case. In all other respects, the Fire Fighters Union's demands do not appear to exceed the authority of the City to grant. Section 9 (c) of the Act speaks of the financial ability of the unit of government to meet additional costs. The ability of the City of East Detroit to pay the demands of the Fire Fighters is not a basic factor in this dispute in that the City could meet these various demands without being put in a deficit position at this time. There, of course, is the question of proper governmental priorities, and the City obviously may exercise its discretion to expend certain sums on areas other than the personnel costs for Fire Fighters in this bargaining unit. The fact that there is no deficit or that the City is conservative in its taxing policy does not provide an impetus to disburse large sums to employees. The panel need only determine that the City has the ability to pay, and thus, that factor need not play a further role in these considerations.

The Act also requires that the panel consider a comparison of the employees involved in this case with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in comparable communities and in private employment in comparable communities. The City, which has a population of approximately

forty-six thousand (46,000), seeks to compare its offers to employment in its neighboring Southern Macomb County cities. The Fire Fighters would use other more distance communities in Southeastern Michigan as relative comparables based upon their population being in excess of 40,000 and their operation of a "professional fire department". The Fire Fighters used a survey with base of eighteen (18) Detroit area communties of varying sizes and differing levels of industrialization for purposes of comparison. The panel has reviewed the record, and it concludes that because of the similarities in population and residential and business configuration, the geographic proximity and the comparable level of city services offered to the community, the communities of Roseville, St. Clair Shores, Warren, and Sterling Heights will be used for comparisons. The decision is in accord with the determinations of the other Act 312 panels assigned to consider contract disputes in the suburban areas of Detroit.

Finally, the panel has taken into account the stipulation of the parties, the interest and welfare of the public, the average consumer prices for goods and the overall compensation presently received by the Fire Fighters in the City of East Detroit. These and other facts normally considered in determining collective bargaining agreement provisions have been the basis of the following findings, opinions and orders.

ECONOMIC ISSUES

Issue 1. Wages

The parties are in agreement on a one year agreement commencing July 1, 1976 and ending on June 30, 1977. In it's last best offer, the City proposes an increase of 4.2% at the Firefighters' pay level in the form of a flat $650.00 for all ranks. Therefore, for the Sergeants, Lieutenants and Captains this represents a salary increase of less than 4%. The Fire Fighters seek an increase of 7% in the first six months of the contract and 5% increase in the last six months. Because of the cumulative effects of the second increase building on the first, the actual cost increase which would be experienced by the City would be 12.3% for the year. Thus, under the last best offer provisions of the statute governing this arbitration, the panel must choose between an Employer's offer that would give a Captain a 3.4% increase of $650.00 and an Union offer which would give that Captain a 12.3% increase of $2,273.00.

The theory of a last best offer is that both parties will moderate their original positions and gravitate to a middle ground to make their offer more attractive to the arbitration panel. In this instance, the neutral chairman believes the record does not fully support the position taken by either party. Thus, the panel must determine the wage issue in the light of the total economic impact of the entire award. Therefore, a determination of this wage issue for the City would require the panel to look more favorably on the other economic gains sought by the Union. Conversely, a

determination of this wage issue on behalf of the Union would probably foreclose other economic gains for the Fire Fighters.

The panel agrees with the Union's application of Section 10 of Act 312, whereby all awarded increases will be retroactive to the commencement of the fiscal year, July 1, 1976 because this arbitration was initiated prior to the commencement of the fiscal year for the City of East Detroit, and the parties had agreed to such retroactivity.

The cost of living has clearly risen in the period preceeding and during the term of the agreement now before the panel. Depending on the exact twelve month period used and which index is employed, the Consumer Price Index has moved up at least 4.8% or as much as 6.8% annually. Thus, the Employer's offer falls short when viewing the diminished purchasing power of the wage of its employees, and the Union demands would represent gains far in excess of their increased cost of living. However, in this area of comparison, the Employer's last best offer appears the more reasonable. Further, the Employer did show that health costs and certain other factors used in computing the Consumer Price Index have not affected the firefighters' cost of living because they are costs which are borne by the Employer. Finally, the firefighters' total income from all sources must be considered when making comparisons to the cost of living or to the wages of other employees in similar employment. Thus, food and uniform allowances, insurance benefits, longevity pay, etc., must be taken into account when

computing "real wage" changes from 1975 to 1976. The panel's conclusion is that though the Employer's wage offer of only 4.2% is insufficient to keep pace with the cost of living increases, let alone allow the East Detroit Firefighters to gain any ground toward equity with those in comparable communities, when one adds the other wage benefits granted by this award, the actual increase in income for the Fire Fighters is nearly 8% which does more nearly provide equitable relief in this regard.

The Union's comparison of wages of the East Detroit policemen or firefighters in other comparable communities often used more recent contracts or Act 312 awards to compare to the East Detroit Firefighters' 1975 wage and benefit levels. The true comparison requires that the panel review what was the level of compensation for these other employees at the time this agreement was being negotiated, that is during the period preceeding July 1, 1976. More recent compensation levels are helpful to show trends and to demonstrate how this unit of firefighters will compare when this award is final and effective. Even so, it is clear that the East Detroit Firefighters receive a lower hourly rate than do the City's police officers and certain other City employees. However, the dormitory living and longer tours of duty by firefighters makes a pure hourly rate comparison meaningless. Using total annual compensation, the Fire Fighters in the City of East Detroit compare favorably to the other city employees.

The police officers have just been awared an 8.5% increase for the 1976-1977 contract year. Under this Act 312 award a patrolman with four years experience will be paid $16,926 annually. This panel could have favorably considered a similar increase for the East Detroit Fire Fighters, but a 12.3% increase cannot be justified by a review of the compensation of their fellow City employees. The employees not in a bargaining unit have received the same $650.00 across the board increase the firefighters have been offered by the City. The other bargaining unit employees' contracts are still being negotiated. The other economic benefits granted by this award will give the Fire Fighters a more favored position in comparison to their fellow City workers.

The City of East Detroit is predominately a residential community. It does not have the large industrial or commercial centers as does it's neighbors of Warren, Sterling Heights and Harper Woods. This has meaning for this panel in two ways. First, it's tax revenues from such sources are reduced, and it's income must come largely from it's citizen-voters. Secondly, the hazards of fighting frequent, large industrial fires are somewhat reduced. Although any fire fighting produces hazards, the major fires are the more likely to cause death or injury. And, although under a mutual aid pact or within East Detroit itself there may be emergency calls for men in this unit, the frequency and severity of such fires would be less than in other nearby cities. From this it is concluded that some cities in the Union's comparison may receive a higher level

of compensation in reflection of their city's superior tax base or the greater hazards regularly faced by their firefighters.

For many years municipal employees were told that they were paid less than their counterparts in private employment because of the continuity and stability of their employment. In more recent years, the private sector has become more stable, and Unions have gained S.U.B. and other counter-cyclical benefits while cities have more and more often reduced their work force to reduce costs and respond to citizen pressure not to raise taxes. While the East Detroit Fire Fighters have had job security, it does appear a real possibility that a fiscal crisis could bring lay offs for them in the near future. Thus, in considering the total compensation for the bargaining unit, the panel will not use employment stability as an offset to the legitimate salary demands of the Union.

The City's total economic offer would grant the following improvements over the 1975-1976 contract:

1.) a $650.00 salary increase,

2.) an improved life insurance policy,

3.) A $100.00 increase in longevity pay, and

4.) pick up increased cost for insurance benefits.

The City showed the total fringe benefits now costs about 40% of a Firefighter's salary. This package reflects a total overall increase in compensation in approximately 5%. This per cent of increase is considerably less than the negotiated settlements and

Act 312 awards to firefighters in comparable communities. Using exhibits supplied by both the City and the Union, the total increases in other communities of this period have ranged from 5% to more than 8.5%. Those granting a 5% increase had a considerably larger base salary initially (e.g. Warren).

The base pay for a firefighter in East Detroit in 1975 was $15,100. During this same time, the base pay in comparable communities are as follows: Sterling Heights - $15,369; St. Clair Shores - $14,988; Roseville - $15,469; and Warren - $14,741 (in arbitration). Subsequently, these communities increased the base wages of their firefighters as follows: Warren - $17,635; St. Clair Shores - $16,371; Roseville (in arbitration); Sterling Heights (N.A.). From this it appears that the East Detroit Firefighters' wages were somewhat below comparable communities at the outset. Partly this is explained in the foregoing discussion by the nature of the community. It also is a reflection on the financial strength of the other various communities. However, a 12.3% increase would move East Detroit ahead of other communities and would too quickly try to erase historical differences in pay scales. It seems doubtful that the East Detroit situation will ever allow pay scales comparable to those granted in Detroit, Livonia, Southfield and the other larger communities in the area.

In conclusion, the panel believes the City has made the better of the two extreme last best offers. Though the result is admittedly lower than many factors would require, the panel believes the

remainder of the award will balance the equities.

AWARD: The City's last best offer in wages is adopted.

Kuhn	Concurs	X	Dissents	
Baker	Concurs		Dissents	X

Issue 2. Education Assistance

Both parties now have agreed to the status quo on this issue.

Kuhn	Concurs	X	Dissents	
Baker	Concurs	X	Dissents	

Issue 3. Clothing - Rubber Goods

The Union has shown that other comparable communities universally pay for this gear necessary for the protection of Firefighters. The City did not show a sound basis for continuing its past practice regarding rubber goods. The Union has provided language that allows the Fire Chief to make the decision on when new gear is needed.

AWARD: The Firefighters' new language for Article XXII, Section 2 is adopted.

Kuhn	Concurs		Dissents	X
Baker	Concurs	X	Dissents	

Issue 4. Clothing Allowance - General

Roseville currently grants a $400.00 clothing allowance, Sterling Heights $300.00, and St. Clair Shores $275.00. Only the higher salaried Warren firefighters receive less than the $250.00 currently paid in East Detroit. The $50.00 increase sought by the Union here seems reasonable and in accord with the level of compensation for this cost of employment offered in comparable communities.

AWARD: The Union's last best offer of $50.00 increase in the clothing allowance is adopted.

Kuhn	Concurs	____	Dissents	X
Baker	Concurs	X	Dissents	____

Issue 5. Insurance - Dental Plan

Sterling Heights and Roseville provide city-paid 60/40 dental insurance. St. Clair Shores was just awarded a 50/50 dental plan. While the City of Warren does not provide such a benefit, the exhibits of the parties show that about one-half of the firefighter units in the Detroit area do now offer a dental plan. In the light of the modest annual salary increase by the Firefighters under this award, a real wage increase can be realized by this sort of benefit which can reduce the cash outflow by a firefighter to pay necessary dental expenses.

AWARD: The Union's proposal on dental insurance is adopted.

Kuhn	Concurs	_____	Dissents	X
Baker	Concurs	X	Dissents	_____

Issue 6. Insurance - Medical Plan for Widows

The parties final offers were very much alike except the City's proposed language restricted payment of medical benefits to those wives receiving pension benefits. The City gave persuasive arguments of the administrative problems concerning widows of the firefighter who exercises his option for the higher retirement benefits which exclude his wife. The City's language seems to solve the basic need concerning the Union without unnecessary complications.

AWARD: The language proposed by the City for Article XX, Section 4 is adopted.

Kuhn	Concurs	X	Dissents	_____
Baker	Concurs	_____	Dissents	X

Issue 7. Sick Leave - Accumulation

The Union proposes an increase in accumulated unused sick days from 220 to 300 calendar day (i.e., from 110 to 150 duty days). Roseville has no maximum on it's sick leave accumulation. St. Clair Shores and Warren allow a total of 200 duty days. In Sterling Heights the maximum is 180 duty days (two calendar days). Thus,

East Detroit is now at about one-half the accumulated level of comparable communities. This is offset somewhat by the lower pay-out levels in these other agreements. While it is true that accumulated sick days constitute a continuing liability on the City, such a practice is well established in every community; and it represents little short-term cash outflow. Such benefits encourage regular attendance and provides income protection in the event of a long-term illness. The cash pay out on retirement eases the transition from active employment. Thus, the benefits here override the long-term fiscal impact upon the City. The increase in accumulation recommended by the Union seems in keeping with the pay-out rate/total accumulation ratio of comparable communities.

AWARD: The Union's last best offer on accumulation of 300 calendar days of unused sick leave is adopted.

Kuhn	Concurs	_____	Dissents	X
Baker	Concurs	X	Dissents	_____

Issue 8. Sick Leave - Additional Days

St. Clair Shores, Warren and Sterling Heights all allow twelve sick days a year to be earned. Roseville's firefighters earn ten sick days each year. The East Detroit Fire Fighters get seven and one-half duty days (15 calendar days). This ratio of sick days earned annually in this unit is low. It is true that the other

East Detroit City employees have a lesser benefit in this regard, but it is customary in municipal employment that the Fire Fighters have a greater sick day accumulation than do other city bargaining units. In fact, such has been the case in East Detroit.

AWARD: The Union's offer of changing three days to four days in Article XIV, Section 5 is adopted.

Kuhn	Concurs	_____	Dissents	X
Baker	Concurs	X	Dissents	_____

Issue 9. Funeral Leave

The City's last best offer added the father and mother-in-laws to the list of family funerals that are covered. However, the Employer did not offer the additional leave days sought by the Union. The Union was not persuasive that the present leave days and normal days off would not cover a firefighter's period of bereavement and his necessary travel time to a funeral. The three calendar days in the East Detroit agreement compares favorably with the two work days in Roseville and four calendar days paid in St. Clair Shores. The sliding scale of funeral leave allowed in Warren and Sterling Heights are difficult to compare to the calendar days approach under the East Detroit agreement. Actually, the East Detroit Fire Fighters may often receive one or two days more on a funeral leave as he is excused for the balance of his shift if the death occurs while he is working.

AWARD: The City's offer on funeral leave is adopted.

Kuhn	Concurs	X	Dissents	
Baker	Concurs		Dissents	X

Issue 10. Personal Business Days

The three personal leave days now available to East Detroit Fire Fighters compares favorably to the days allowed by other comparable communities. The panel was not convinced by the Union that there was any sound basis for increasing this benefit.

AWARD: The City's offer of status quo is adopted.

Kuhn	Concurs	X	Dissents	
Baker	Concurs		Dissents	X

Issue 11. Life Insurance

The parties are in agreement on this issue except that the City would not grant double indemnity on the new $15,000 policy. The cost for this feature is so minor and the benefit so much greater for the firefighter's family that the minor remaining difference here is resolved in the Union's favor.

AWARD: The Union's position of a $15,000 life insurance policy with a double indemnity for accidental death is adopted.

Kuhn	Concurs	____	Dissents	X
Baker	Concurs	X	Dissents	____

Issue 12. Holiday - Duty Day Equivalent

The number of paid holidays in St. Clair Shores, Roseville and Warren is now 11. Only Sterling Heights and East Detroit have remained at the lower figure of six duty days. In the parties' charts depicting this benefit in comparables cities, it was difficult to distinguish duty days (24 hour periods) from calendar days. But in any case, the Union's request for one more holiday seems reasonable and consistent with the benefits granted in comparable communities.

AWARD: The Union's position on holidays is adopted.

Kuhn	Concurs	____	Dissents	X
Baker	Concurs	X	Dissents	____

Issue 13. Overtime Guarantee

The Union's request for a three hour minimum was not shown to be necessary. The Employer has not abused the employees in overtime assignments. The present contract language seems to be operating effectively.

AWARD: The City's position of status quo is adopted.

Kuhn	Concurs	X	Dissents	
Baker	Concurs		Dissents	X

Issue 14. Overtime - Call Back Pay

The Fire Fighters have agreed to the status quo on their request for separate checks here. The City will review the accounting and expense feasibility of separate checks in the future.

Kuhn	Concurs	X	Dissents	
Baker	Concurs	X	Dissents	

Issue 15. Longevity Pay

Even the City's current offer of improving longevity pay by $100.00 (from $900 to $1000) does not produce a favorable comparison to firefighters compensation for this benefit in like, neighboring communities. Sterling Heights, Roseville and St. Clair Shores all allow a maximum payment of 10% of the firefighter's base salary. That figure will range from $1500-plus to nearly $1800 for those firefighters. The City of Warren has a maximum longevity benefit of $1200. Thus, the Union's last best offer of $1200 longevity pay seems equitable and consistent with what is customarily paid in the area.

AWARD: The Union's last best offer an longevity pay is adopted.

Kuhn	Concurs		Dissents	X
Baker	Concurs	X	Dissents	

Issue 16. Subsistence Allowance

St. Clair Shores will pay a food allowance of $550 under it's 1976 agreement. Sterling Heights now allows $360, and Warren gives $325. Roseville is one of the few remaining cities that gives no food allowance. The cost of food has risen, and its continues to go up, thus, providing an impetus for an increase in this benefit. The $400 sought by the East Detroit Fire Fighters is slight higher than the comparable communities, but the City's position of remaining at $300 is a unrealistic alternative. Thus, in light of the low wage award, the panel believes the equities favor the Union's position.

AWARD: The Union's last best offer on the subsistence allowance is adopted.

Kuhn	Concurs	____	Dissents	X
Baker	Concurs	X	Dissents	____

Issue 17. Call Back Pay

The City proved the administrative problems and the cost due to the present call back language. The present cumlative effect of payments goes beyond the protections normally afforded under a union contract. The Union did agree to some modification here, but their new maximum of three calls still seems excessive. In the light of the many economic gains made elsewhere in the agreement, this cost saving feature should balance the effects of these greater costs of the City.

AWARD: The City's modified language regarding call back pay is adopted.

Kuhn	Concurs	X	Dissents	
Baker	Concurs		Dissents	X

Issue 18. Acting Pay

While the Employer presented a genuine problem concerning acting pay, the Union's proposed language change seems to provide an adequate remedy. It provides a sound basis for action in the event of the unavailability of a Civil Service list.

AWARD: The Union's proposed language for acting pay is adopted.

Kuhn	Concurs		Dissents	X
Baker	Concurs	X	Dissents	

Issue 19. Worker's Compensation

The City's proposal would result in a 50% reduction in the period of full pay for a firefighter who suffered a job injury. The present 48 week of supplementary compensation is not often utilized; thus, it is an infrequent cost to the City. Further, as a supplement, it only pays the difference between the benefit check and the firefighter's normal pay. This is an important benefit to a firefighter when he is disabled. The City did not establish a rationale for this benefit reduction that convinced the panel.

AWARD: The Union's position of status quo on the worker's compensation supplementary pay is adopted.

Kuhn	Concurs	____	Dissents	X
Baker	Concurs	X	Dissents	____

NON-ECONOMIC ISSUES

A. Sick Leave - Physicians Certificate

The City has agreed to the Union's final position which gives new language for Article XIV, Section 2.

Kuhn	Concurs	X	Dissents	____
Baker	Concurs	X	Dissents	____

B. Separate Checks - Vacation

The panel was not impressed with the Union's request for separate checks for holiday pay or call back pay. But many employers do provide separate checks for vacation payment. Such pay outs occur infrequently. Further, the gross amount of vacation checks are such that the recipient can be thrust into a new tax bracket. Thus, the Fire Fighters requests seems reasonable, and it should not cause an administrative hardship for the Employer.

AWARD: Article XII, Section 5 shall be amended as follows: "Payment of vacation time shall be by a separate pay check."

Kuhn	Concurs	____	Dissents	X
Baker	Concurs	X	Dissents	____

C. Separate Checks - Holidays

For the reasons presented above the panel does not believe that the smaller, more frequent holiday payments need be separated from the regular pay check. The difficulties encountered by the Employer far outweight the limited benefit to be gained by the firefighter.

AWARD: The City's position of status quo is adopted for separated holiday checks.

Kuhn	Concurs	X	Dissents	____
Baker	Concurs	____	Dissents	X

D. Duty Days - Fire Inspector

The City's proposal of new language for Article IV, Section 3 seems reasonable. The tour of duty for the Fire Inspector differs greatly from that of other firefighters. The City should have the flexibility to reasonably alter his schedule as the need arises.

AWARD: The City's proposed language is adopted.

Kuhn	Concurs	X	Dissents	____
Baker	Concurs	____	Dissents	X

E. Lay Off - Recall

Although lay offs and recalls have been infrequent in this unit, they may occur with more regularity in the future. There should be clear language which informs the men and the employer what are their rights and duties under such circumstances. The City's language is now specific, and it follows the traditional terms of a labor contract. The Union's language suggestion of using a "good and valid reason" for failure to reply to a recall notice is too vague, and it would create interpretive problems. For these reasons, the panel favors the City's proposed language.

AWARD: The City's proprosed language for Article XXVI, Section 3 is adopted. (see page 19 of this award)

Kuhn	Concurs	X	Dissents	
Baker	Concurs		Dissents	X

F. Residency

This topic has been a major problem in some negotiations involving public employers and their employees. It does not seem to be as great an issue in East Detroit. Only a very few fire-fighters have chosen to live outside the City. The Union has also stated its willingness to agree that all probationary employees must be residents of the City. The Union was concerned about the effects of such a residency clause on those who now live out of the City. The City expressed a desire that all of it's employees live

within the City's borders to enhance a community spirit and to encourage the best of service to their citizen-neighbors. But the City pointed out that even an Macomb County residency requirement would locate some men's homes too far away to be responsive in any major local emergency. The panel believes the City has demonstrated a real problem with distant residency. It has reviewed the map of the area, and it has determined that no firefighter should be allowed to leave Macomb County or to move north of the Metropolitan Parkway. However, all those presently living out of the City or out of this area may continue to do so under a "grandfather clause". Newly hired firefighters must be residents for at least their first year of employment.

AWARD: The Panel adopts this language:

"All firefighters must be a resident of the City of East Detroit during their first year of employment. All firefighters (except those excluded below) must be residents of Macomb County in the area south of the Metropolitan Parkway. Those firefighters who reside outside the area described above prior to July 1, 1977 may continue to do so."

Kuhn	Concurs		Dissents	X
Baker	Concurs	X	Dissents	

G. Mutual Aid

The Union's proposal to give it's firefighters the right to refuse to go to the aid of cities with "public safety" officers is not persuasive. Though the Fire Fighters may have sound reasons to oppose the combining of police and fire fighting functions, this proposal does not seem the best way to fight such a development. If there are legitimate fears of safety hazards in towns with poorly trained employees, then the City's leaders or the Fire Chief should handle that problem at their level. The language proposed by the Union appears to allow the firefighters to determine with whom the City will make a mutual aid pact. The panel does not believe it has the authority to usurp the City's prerogatives in this area.

AWARD: The City's proposal of status quo is adopted.

Kuhn	Concurs	X	Dissents	
Baker	Concurs		Dissents	X

AWARD

The contract between the parties for the period of July 1, 1976 through June 30, 1977 shall contain the City's last best offers in Economic Issues Nos. 1, 6, 9, 10, 13, and 17 and shall contain the Fire Fighters last best offers on Issues Nos. 3, 4, 5, 7, 8, 11, 12, 15, 16, 18, and 19. The parties have come to a mutual agreement in their last best offers in Economic Issues Nos. 2 and 14. A new residency clause is adopted, and the remainder of the 1975 agreement is adopted as status quo.

PANEL OF ARBITRATORS

Barry C. Brown, Chairman

Don Kuhn, City's Delegate

Robert Baker, Fire Fighters' Delegate

Concurs - Economic issues 2-3-4-5-7-8-11-12-14-15-16-18-19

Concurs - Non Economic issues A-B-F

Dissents - Economic issues 1-6-9-10-13-17

Dissents - Non-Economic issues C-D-E-G