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In the Matter of Act 312 Labor Arbitration between:

CITY OF TAYLOR,

Employer

-and-

TAYLOR FIRE FIGHTERS ASSOCIATION,
LOCAL 1252, IAFF, AFL-CIO,

Union.

MERC Case No. D91 E-1076

REPORT, FINDINGS AND ORDERS OF
ACT 312 ARBITRATION PANEL

The Union by petition dated August 19, 1992, sought to resolve 12 issues then in dispute between the parties and then preventing the formation of a new collective bargaining contract (successor to the parties' 1988-1991 contract). The Michigan Employment Relations Commission, pursuant to its usual procedure in such cases, and pursuant to MCL 423.231, selected and appointed a neutral arbitrator as chair of an Act 312 panel. I was appointed on January 14, 1993, and set hearing dates agreeable to the parties of May 24, May 25, May 26, and June 11, 1993. The parties entered into a written stipulation to waive the requirements of Act 312 in regard to the timeliness of commencement of hearing.

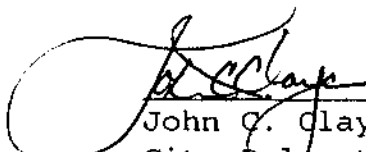
On the appointed days, the arbitration panel received evidence on both City issues and Union issues, much of the evidence being statements of the parties' stipulations, which, I am pleased to report, were negotiated with dispatch during the pendency of proceedings.


Rec'd at
MERC 6/28/93


References in the following pages (2-28) are to the articles of the parties' 1988-91 contract. The parties through their own bargaining efforts have agreed to changes in the language of their 1988-91 contract to be incorporated in their new 1991-94 contract: Additions are shown by underlining; and deletions are shown by thru-scoring. All other articles in the parties' 1988-91 contract not mentioned in this Report are understood to be continued in force, with only appropriate and necessary changes in dates to be made in the language of those articles.

The following Award is based on the stipulations of the parties and the evidence received. The Award on all items incorporated in pages 2-28 is based on the stipulation of the parties. The Awards on EMT premium pay and fire inspector premium pay are based on the findings and conclusions shown at pages 29-34 of this Report.

By their signatures below the parties' representatives affirm that the City of Taylor and the Taylor Fire Fighters Association, Local 1252, IAFF, AFL-CIO subscribe to the language contained in pp. 2-28 as part of their new contract.


John G. Claya
City Delegate


Ronald R. Helveston
Union Delegate


Benjamin A. Kerner
Neutral Chair

WAGES

Article IV, Section 1(A)

Amend as follows:

- (A) ~~Effective prior to the general increase frozen COLA will be included in base wages. Forty hour fire fighters COLA add-in will be \$.07 per hour and 50.4 hour fire fighters COLA add-in will be \$.76 per hour.~~

Base wages will be increased by ~~3%~~ 4% each year effective ~~7/1/88, 7/1/89 and 7/1/90~~ 7/1/91, 7/1/92, 7/1/93 and 7/1/94.

The salary schedule attached hereto, Exhibit "A", shall be effective July 1, ~~1988~~ 1991 and shall remain in effect until June 30, ~~1992~~ 1995.

EMPLOYEE PENSION CONTRIBUTION*

Article XII - Pension Section 3(B)

Amend Section 3(B) as follows:

All ranks ~~mentioned in Section 3(A) above~~ shall ~~increase~~ have their pension contribution ~~from the present five percent (5%) of his gross earnings to~~ of seven percent (7%) of his/her gross earnings decreased to six percent (6%) of his/her gross earnings effective July 1, 1993 and to five percent (5%) of his/her gross earnings effective July 1, 1994.

*The parties agree that the remainder of Article XII, and specifically Sections 3(C) and (D) regarding the moratorium, shall continue as stated.

LONGEVITY

Article IV, Section 2

Amend as follows:

In addition to the salary set forth in the salary schedule attached hereto as Exhibit "A", employees shall receive longevity pay as follows:

Three dollars (\$3.00) per month longevity pay to start at the end of the fifth year of service, retroactive to the hiring date. Effective July 1, 1993, longevity pay will be four dollars (\$4.00) per month to start at the end of the fifth year of service, retroactive to the hiring date. Employees who have five (5) years seniority on or before November 30 of each calendar year shall receive longevity at above rate. It shall be paid yearly, the first pay period following December first of each year.

UNIFORM ALLOWANCE

Article XIII, Sections 2 (A) and (B)

Amend as follows:

- A. The City shall pay each employee of the fire fighting Division two hundred dollars (\$200) in September of each year and two hundred dollars (\$200) in May of each year to purchase and maintain work uniforms as prescribed by the Chief. Effective July 1, 1993, the uniform allowance shall be increased to four hundred and fifty dollars (\$450) payable in two equal installments (\$225 in September and \$225 in May) each year as outlined above. Plus, one hundred dollars (\$100) the first pay period of July of each year at a nearby uniform company to maintain dress uniforms. For new employees, allowances will be prorated on the basis of months of service on above dates as applies to one year, in monthly increments.
- B. 40 Hour Employees: All 40 hour employees shall receive two hundred dollars (\$200) in September of each year and two hundred dollars (\$200) in May of each year as a uniform allowance. Effective July 1, 1993, each 40 hour employee shall receive two hundred and fifty dollars (\$250) in September of each year and two hundred and fifty dollars (\$250) in May of each year as a uniform allowance. Plus an additional one hundred and fifty dollars (\$150) at a nearby uniform company payable the first pay period of July of each year.

UPGRADE PAY

New

Add new Section to Article IV

Section 7 - Upgrade Pay:

Effective July 1, 1993, any employee working in a classification above their normal rank, shall receive the prevailing hourly rate of pay for the classification to which the employee has been upgraded for all hours worked in that position; provided, however, that the maximum rank upgrade and corresponding hourly rate shall be within the next two (2) ranks. In addition, no upgrade pay shall be provided as a result of trading time or for an upgrade to the rank of Chief. The upgrade assignment shall be made on the basis of current practice.

UNUSED VACATION DAYS

Article VII, Section 1(A)(9) and Section 1(B)(6)

Add to Section 1(A)(9):

Employees shall have the option of transferring unused vacation days, up to maximum of 20 days, to a separate bank for use by the employee as vacation or sick leave. The value of a day when transferred to this bank shall be equal to the value of a day on the date of transfer. This bank shall not be included in final average compensation as computed for pension benefits.

Add to Section 1(B)(6):

Employees shall have the option of transferring unused vacation days, up to a maximum of 48 days, to a separate bank for use by the employee as vacation or sick leave. The value of a day when transferred to this bank shall be equal to the dollar value of a day on the date of transfer. This bank shall not be included in final average compensation as computed for pension benefits.

FOOD ALLOWANCE

Article XX, Section 1

Amend as follows:

The City shall pay each employee of the Taylor Fire Department an annual food allowance of five hundred forty dollars (\$540). Such allowance shall be paid semi-annually, two hundred seventy dollars (\$270) shall be paid on the first pay period in January of each year and two hundred seventy dollars (\$270) shall be paid on the first pay period in July of each year. Effective July 1, 1993, the food allowance shall be increased to six hundred and forty dollars (\$640) payable in two equal installments (\$320 in January and \$320 in July) each year as outlined above.

LICENSE FEES

Article XXII, Section E

Add the following:

Effective immediately, the City shall pay for the cost of license fees relative to emergency medical service certification, including, but not limited to E.M.T. certification, C.P.R. and Automatic Defibrillator.

VACATION AND SICK LEAVE BANKS ON PAY STUBS

New Section

Add new Section to Article IV - Wages

Section 6: The total banked vacation and sick leave of each employee pursuant to Article VII, Section 1(A)(9), Article VII, Section 1(B)(6) and Article IX, Section 4, shall be indicated on each employee's weekly pay check.

SENIORITY BETWEEN DIVISIONS

Article VIII Seniority, Section 1

Add new subsection:

D. Division Transfer*

Seniority credit for promotions to any given rank in a division (50.4 hours per week or 40 hours per week) shall cease to accumulate and be frozen for any member of the Fire Department upon acceptance of a permanent transfer to another division.

Only seniority in a particular division shall be utilized for promotion within that division except for the entry level positions in the 40 hour division. For entry level positions in the 40 hour division, department seniority shall be utilized. Except for these modifications, Act 78 as outlined in the collective bargaining agreement, shall be followed.

*By way of definition, officers with pay of Captain in Training and Maintenance and Fire Inspectors with pay of Captain.

CHIEF*

Add new subsection to Article VIII - Seniority, Section 1(B) Promotions

d. Promotions to the rank of Chief shall be made on the following basis:

1. The City shall have the sole right of selection to fill a vacancy in the rank of Fire Chief.

2. The City shall make the selection from those employees in the bargaining unit having at least nine (9) years of service and holding the rank of Lieutenant or higher.

*Any employee promoted to the rank of Fire Chief shall not be disciplined or discharged without just cause. Any dispute regarding a discipline or discharge shall be resolved based upon the following grievance and arbitration procedure:

The employee shall submit a grievance to the Personnel Director in writing within ten (10) work days. The Personnel Director shall respond within ten (10) work days. If the grievance remains unresolved, the employee may submit the issue to binding arbitration pursuant to the rules of the American Arbitration Association. Ninety percent (90%) of the cost of the Arbitrator shall be paid by the City. Any other expenses of either party shall be the responsibility of the party incurring the expense.

Deputy Chief*

New

Add new subsection to Article VIII - Seniority, Section 1(B) - Promotions:

(c) In the event a vacancy occurs in the position of Deputy Chief, it may be filled within thirty (30) days pursuant to Section 1(B) above with the following modifications:

- (1) All employees with the rank of Lieutenant or higher regardless of division shall be eligible to test for promotion to the rank of Deputy Chief.
- (2) The City shall have the right to select from the top five (5) individuals after the testing and promotion procedures pursuant to this Article and Act 78 have been completed.
- (3) The position of Deputy Chief shall be within the bargaining unit, covered under the provisions of Act 78, except as modified above.

Amend Article XVII - Hours of Employment, Section 1(B) as follows:

~~For all 40 hour employees, eight (8) hours per day, and five (5) days per week.~~ The Deputy Chief shall be on a forty (40) hour per week schedule.

* The salary for the new position of Deputy Chief in the bargaining unit shall be two dollars (\$2.00) per hour higher than a 40 hour per week Battalion Chief during the first contract year or portion thereof for the first individual promoted to the rank of Deputy Chief. In each subsequent contract year thereafter the salary for the position of Deputy Chief shall be increased pursuant to Article IV Wages, Section 1(A).

HEALTH INSURANCE - Non-Duplicate Coverage

Article XI - Insurance, Section 2

Add new subsection (H):

H. Employees and retirees who elect not to be covered by the medical insurance program will receive a monthly cash payment of \$100.00. This will not apply to employees or retirees whose spouse is an employee or retiree of the City or who are eligible to be covered by any other City paid medical insurance. Any time after waiving such coverage, the employee or retiree may resume medical coverage subject to the normal waiting period.

Add new subsection (I):

I. If an active employee's or retiree's spouse is employed by the City or retired from the City, only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse. If the insurance benefits should be improved or reduced in the future, the retiree will retain the benefits in effect at the time of retirement.

HEALTH INSURANCE - DEPENDENTS

Article XI - Insurance, Section 2

Add new subsection (J)

J. Only natural children or legally adopted children will be eligible for medical, prescription drug, dental and optical insurance, except that the current children or stepchildren of employees who are neither natural children or legally adopted children as of August 1, 1993 will continue to be eligible for medical, prescription drug, dental and optical insurance, subject to the limitations in this Article. Employees shall have until August 1, 1993 to notify the employer of any children or step children who are neither natural or legally adopted children and to enroll in the above insurance programs.

RETIREE HEALTH INSURANCE FUNDING

Article XI - Insurance, Section 2

Add new subsection (K)

K. The City may elect, at its option, to have retiree medical insurance premiums paid from the pension fund.

RETIREE DENTAL AND OPTICAL

Article XI - Insurance, Section 3

Amend Section 3, paragraph 4, as follows:

~~Retirees who either refuse to participate initially and wish at some future time to enter the program, or who wish to be withdrawn from the program shall certify their desire to the City Treasurer in writing and they will then be eligible to enter or withdraw from the program on the next date upon which the insurance carrier will allow the transaction to take place.~~

Optional retiree paid dental and/or optical coverage must be elected at time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental or optical coverage and drops the coverage will be forever ineligible for re-enrollment.

RETIREE DRUG RIDER

Article XI - Insurance, Section 2(C) and Section 3

Amend Section 2(C) as follows:

The City shall obtain ~~through the service of Blue Cross/Blue Shield~~, a prescription drug rider with a two dollar (\$2.00) co-pay feature. This provision ~~does not cover~~ shall also include retirees. The City shall also provide an FAE Rider.

Amend Section 3, paragraph 1 as follows:

Retirees shall be eligible to participate in the aforesaid ~~drug~~ dental, FAE and optical, provided that the designated insurance carrier allows retiree participation and further provided that the present cost and any future increase in the cost of said programs shall be borne by and be the exclusive responsibility of each retiree.

TRADE DAYS

Article XVII, Section 2

Amend as follows:

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days with other employees who are within two (2) ranks* above or below, with prior approval by the Chief or his designee.

*The two (2) rank limitation shall not apply to leave day trades between employees on the same shift.

**MEMORANDUM OF UNDERSTANDING
REGARDING DRUG POLICY**

I. PURPOSE

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Taylor Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with drugs.

II. BENEFITS, INCONVENIENCE, COOPERATION:

Those employees with drug abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused to the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those who, because of drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

III. DEFINITIONS:

- A. Drug - means any substance (other than alcohol) capable of altering the mood, perception, or judgement of the individual consuming it.
- B. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- C. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
- D. Supervisor/Command Officer - means the Officer, Acting Officer or individual who is the member's immediate superior in the chain of command.

- E. Shift Commander - means the Battalion Chief who is on duty at #1 Station.
- F. Impairment - to injure by weakening, diminishing or decreasing strength and value, physical or mental.
- G. Use - to avail oneself of, put to one's own purpose, to consume or expend by using.
- H. Employee Assistance Program - means Employee Assistance Program provided by the Department of Personnel, City of Taylor.

IV. **EMPLOYEE ASSISTANCE PROGRAM OF THE DEPARTMENT OF PERSONNEL**

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self referral, recommendation or referral by a supervisor. No employee will be disciplined on account of any request for assistance under this section, nor will any employee be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Employees who have exhausted their accumulated sick leave will be allowed to use vacation time, personal leave days, etc. The cost of rehabilitation will be borne by the employer to the extent covered by the current contractual insurance program. Any excess costs remain the responsibility of the individual employee. The rehabilitation program used will be agreed to by the City and Union.
- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year; must maintain at least weekly contact with the Fire Chief's or Personnel Director's office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

V. PRESCRIPTION DRUGS:

- A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (a) and (b), above, with respect to a particular prescription drug or other medicine can be disciplined or required to attend employee assistance on account of that particular prescription drug or other medicine.

VI. PROCEDURES FOR TESTING:

A. Demand for Testing

The City may require departmental personnel to submit to a test for illegal drugs, prescription drugs under the following circumstances:

- 1. The employee is, based on "reasonable suspicion", requested/ordered to submit to testing by a command officer.

B. Standards for Determining Reasonable Suspicion

- 1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
- 2. "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.

3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

C. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he/she may be directed to return to a station to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a signed, dated, timed, and contemporaneous report reducing the objective facts and reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that same time, be given the opportunity to explain his/her behavior/action/appearance. Upon request, the employee shall have the right to Union representation. Failure of the command officer to prepare the report in accordance with the procedure outlined in this section shall render any subsequent test and discipline based upon that test void.

D. Review of Report

If, following the employee's explanation, the command officer determines that a test is still required, he/she shall submit a copy of his/her report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his/her behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the shift commander, and any discipline based upon that test, shall be void.

E. Demand for Testing

If the shift commander, with the concurrence of the Director of Personnel, has determined that a test shall be ordered, the order will be given by a command officer. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire or he/she otherwise be in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.

F. Identification of Employee

The employee's identity shall be checked and verified, by the requesting supervisor/command officer at the time of the testing request/order.

G. Drug Testing Procedure

The procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test, will all be in conformance with Federal Regulations (Federal Register, Volume 53, No. 69, pg. 11979-11989).

VII. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. An employee who tests positive for illegal, controlled or prescription substances, or alcohol, shall be required to participate in the Employee Assistance Program. Employees who successfully complete the program to the satisfaction of the program's director or supervising physician shall not be disciplined for their drug use.
- B. Employees who fail to complete the Employee Assistance Program as specified in (A) above, may be disciplined for their employment-related drug use.
- C. Employees whose drug use or prescription drug abuse, is discovered by the City in some manner other than by the drug test outlined in this policy/article shall be treated as if he/she had tested positive under this policy/article.
- D. Notwithstanding any other provision of this policy/article, where an employee engages in conduct which, given proof of his/her on-duty, intoxicated state, creates an unreasonable risk of harm to any person, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. It is agreed that discipline under this section shall include discharge of the employee only in the most severe case.

- E. Notwithstanding any other provision of this agreement, where an intoxicated employee violates the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. "Appropriate discipline" is defined as discipline of precisely the same severity that the employee would have received for his/her conduct while not intoxicated.
- F. The City shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the program. A positive test result under this provision shall have the same effect as a positive test result under Section VI or Section VII c.
- G. An employee shall have the right to avail him/herself of the Employee Assistance Program no more than once in any three year period, or three times during the employee's career in the Fire Department. An employee who tests positive after his/her right to utilize the Employee Assistance Program has expired under this subsection may be disciplined under the Collective Bargaining Agreement. The City in its sole discretion, may permit an employee to avail him/herself of the Employee Assistance Program more frequently than provided in this subsection.

VIII. GRIEVANCE PROCEDURE:

Any disputes arising under this policy are subject to the parties' grievance and arbitration procedures.

X. EFFECTIVE DATE - NOTICE TO EMPLOYEES - OTHER LAWS:

- A. The policies set forth in this policy guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before being hired.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

FOR THE UNION:

FOR THE CITY:

CITY OF TAYLOR DRUG-FREE WORKPLACE POLICY

.01 Purpose. The purpose of this policy is to comply with the Federal Drug-Free Workplace Act of 1988. Pursuant to the Act, the City agrees to make a good faith effort to maintain a drug-free workplace.

.02 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by City of Taylor employees while in the workplace is strictly prohibited. Employees violating this prohibition will be subject to discipline, up to and including discharge. At the City's option, such employees may be required to participate satisfactorily in a drug abuse assistance program of the City's choice from one of the following: _____, _____, _____.

.03 "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and further defined by regulation at 21 CFR 1300.11 through 1300.13.

.04 "Workplace" means any site where work is performed for or on behalf of the City of Taylor.

.05 "Employee" means any employee of the City of Taylor.

.06 As a condition of employment pursuant to a federal grant, employees of the City of Taylor will:

- a) Abide by Section .02 of this policy;
- b) notify the Director of Personnel of the City of Taylor of any criminal drug statute conviction occurring in the workplace no later than five (5) days after such conviction.

.07 "Conviction" pursuant to Section .06 of this policy means a finding of guilt (including a plea of nolo contendere) or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

.08 "Criminal drug statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

.09 The City of Taylor, through its Director of Personnel or designee, will establish a drug-free awareness program for its City employees to inform them about:

- a) the dangers of drug abuse in the workplace;
- b) the City's policy of maintaining a drug free workplace;
- c) available drug counseling and rehabilitation;
- d) the penalties for violation of this policy.

.10 The City of Taylor, through its Director of Personnel, as required by federal law, will notify the appropriate federal agency or agencies within ten (10) days after receiving notice of an employee's conviction of a criminal drug statute.

.11 The City of Taylor, as required by federal law, within thirty (30) days of the notice requirement of Section 10 will take appropriate action against employees convicted under a criminal drug statute pursuant to Section .02 of this policy.

.12 The City of Taylor, through its Director of Personnel, will disseminate this policy to all of its City employees.

Dated:

John C. Claya
Director of Personnel

FINDINGS AND ORDERS RE: ARTICLE XXII(E)

Evidence was taken on the issues of (i) the amount of yearly bonus to be paid for state certified Emergency Medical Technicians [EMT's]; and (ii) the amount of yearly bonus to be paid for state certified Fire Inspectors. The Union's last best offer on issue (i) is as follows:

Effective July, 1991, the state certified basic EMT bonus shall be increased to Six Hundred Dollars (\$600) per year.

The Employer's last best offer is as follows:

Effective July 1, 1991, the state certified basic EMT bonus shall be increased to Four Hundred Dollars (\$400) per year. Effective July 1, 1992, the state certified basic EMT bonus shall be Four Hundred Dollars (\$400) per year. Effective July 1, 1993, the state certified basic EMT bonus shall be increased to Six Hundred Dollars (\$600) per year. Effective July 1, 1994, the state certified basic EMT bonus shall be Six Hundred Dollars (\$600) per year.

The evidence addressed the amount Fire Fighters in comparable communities are paid for possession of the EMT (or EMT-D) license; and the factor of increased risk experienced in recent years by Fire Fighters performing the function of Emergency Medical Technician from exposure to blood and from human behavioral hazards.

On the last subject, Sgt. Vince Fedel, a licensed EMT, testified that in recent years the Fire Fighters face risk of contagion from blood-borne pathogens at nearly every accident scene. Training includes how to avoid contact with blood; but despite training and despite the City's provision

of heavy duty gloves and gowns (on top of turn-out gear), the Fire Fighter responding to a medical emergency may be contaminated with another person's blood. The risks include HIV, hepatitis, meningitis. In addition, according to Sgt. Fedel, medical runs have been increasingly fraught with the hazard of violence being aimed at the Fire Fighter. This is particularly true in cases where the Fire Department is first to respond to a domestic dispute wherein one party has been injured. On cross-examination, Sgt. Fedel confirmed that the Fire Department responds first on all medical calls; when a Community ambulance arrives, the parties work together; and, that Community normally transports the patient to the hospital (although the Fire Department EMT's often accompany and assist in such transport).

For the City's part, Chief Robert Diel testified that he was not aware of a single case of blood-borne disease having been communicated to a Fire Fighter in the line of duty within the past 25 years. Further, he was not aware of a single instance of a Fire Fighter's being shot, being knifed, or being hit with a pipe.

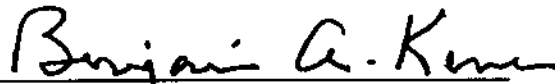
The Union presented evidence that in a comparable group of communities, Taylor stands near the top in number of runs per day, averaging eleven runs (exceeded only by the Cities of Westland and Dearborn). Fire fighters in comparable cities are uniformly paid more in EMT premiums than in the City of Taylor. The range is from \$325 in Lincoln Park to \$2,200 in the City of Wyandotte. In other words, the City

of Taylor with an EMT premium pay provision of \$200, is at the bottom of the group of stipulated comparables.


The City presented evidence through Mr. Mark Nottley, CPA, showing that there is a difference in the level of service provided by some of the comparable cities: Many, like Taylor, do not engage in patient transport. The more highly paid EMT services (Dearborn Heights, Garden City, Westland) first of all require a higher level of certification than is prevalent among the Taylor Fire Fighters, namely the certification of an EMT Specialist. Secondly, the more highly paid services engaged in patient transport. Thus, says the City, the entire group of nine comparable communities is not strictly comparable on this subject. When one examines just the sub-group of those cities that provide basic non-transport services (similar to Taylor), the average premium pay is \$344 per annum. The City's last best offer exceeds that average for the first two years of the new collective bargaining contract and greatly exceeds the average for the last two years of this new contract.

According to the City, it makes sense to compare Taylor with other basic-level-of-service communities (comparing apples to apples) for the purposes of evaluating the adequacy of offers on the issue of EMT premium pay. It makes sense to leave other communities with other types of EMT services requiring other types of EMT licensure to one side.

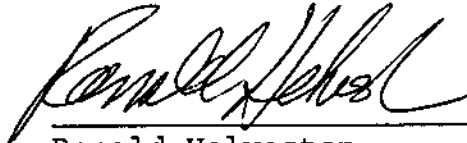
In viewing the evidence on the relevant sub-grouping of comparables, the neutral arbitrator is persuaded that the City's offer adequately compensates Fire Fighters for the requirements of EMT licensure and the risk exposure inherent in responding to emergency medical runs. Therefore, based on the evidence received in this hearing, the Panel hereby endorses and awards the last best offer of the City on the issue of State certified EMT premium pay.



Benjamin A. Kerner
Neutral Arbitrator



John C. Claya
City Delegate



Ronald Helveston
Union Delegate

(ii) State Certified Fire Inspector Premium

The Union's last best offer on this issue is as follows:

Those employees who are state certified Fire Inspectors shall continue to receive a bonus equivalent to the EMT bonus.

The Employer's last best offer is as follows:

To maintain the status quo [\$200 per annum bonus].

On the second issue, the appropriate level of premium pay for State certified Fire Inspectors, the Panel received evidence indicating that occasionally Fire Inspectors must

also respond to medical emergencies. Fire inspection personnel, like Fire Fighter EMT's, are occasionally exposed to the hazard of blood-borne pathogens.

In addition, the Union argued that there has been a parity relationship between Fire Fighter EMT premiums and State certified Fire Inspector premiums in this bargaining unit. The City argued that the concept of parity is nowhere recognized in the Fire Fighters' previous collective bargaining agreements. In fact, says the City, Article IV (1) (B) specifically recognizes that parity is not applicable to the pay provisions of that contract [as between Fire Fighters and other bargaining units].

The neutral arbitrator is persuaded that parity has historically been operative in the City of Taylor as between State certified EMT premiums and State certified Fire Inspector premiums; that parity is one of the traditional factors taken into account in setting wages in collective bargaining; that it is a relevant factor to be evaluated in these proceedings under MCL 423.239(h); and, that such factor should continue to be operative in the time period of this new contract.

Therefore, the Panel hereby awards the Union's last best offer on the issue of premium pay for State certified Fire Inspectors.

Benjamin A. Kerner

Benjamin A. Kerner
Neutral Arbitrator

John C. Claya

John C. Claya
City Delegate

Ronald Helveston

Ronald Helveston
Union Delegate

Date: June 16, 1993