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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
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DETROIT OFFICE

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS BOARD  
LABOR RELATIONS DIVISION

In re:

CITY OF ALBION

and

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL NO. 1421

REPORT OF FACT FINDER AND RECOMMENDATIONS

Appearances for the Employer:

R. S. Hooker, Attorney  
T. S. Mroz, Assistant to Mr. Hooker  
Albert Glassford, City Manager  
Howard Hadley, City Clerk-Treasurer  
Sam O'Dell, Chief, Fire Department

For the Union:

Charles A. Robison, Attorney  
David Veramay, Fire Fighter  
Donald Kinnard, Jr., Fire Fighter  
Harold Cornell, President, Local 1421  
Albert R. Yeager, Fire Fighter  
Jack Eddy, Fire Fighter

On petition filed by the Fire Fighters, the undersigned was appointed fact finder in a dispute between Fire Fighters, Local No. 1421 in the City of Albion. A hearing was held on Thursday, July 17, 1969. At the pre-trial conference held prior to the hearing, the parties agreed on all issues then outstanding between

*Albion, City of*

them except the issue of wages. Therefore, the only matter to be considered by the Fact Finder was the question of wages. Besides the testimony taken at the hearing, the parties were permitted to submit additional information which was submitted by both parties subsequent to the hearing.

Of course, the City of Albion has a police department and a fire department. They are separate entities. At approximately the same time that the Fire Fighters were bargaining with the City of Albion, the Police Department, likewise, was bargaining with the City. It is my understanding that the Albion Police Association reached an agreement with the City whereby the Department received an increase of approximately seven (7%) percent excluding holiday pay for the 1969-1970 year and an eight (8%) percent increase for 1970-1971. As I review the mathematics, I believe that this increase is slightly higher than the percentage figures referred to.

The City has offered the Fire Fighters a six (6%) percent increase but was prepared at fact finding to give the same percentage increases for two (2) years as they gave to the Police Association. This second possible offer was rejected by the Fire Fighters as being inadequate in their opinion.

As it is the frequent case when police and fire departments are involved, the question of parity was discussed. The facts show that the City of Albion Fire Fighters and Police Association were on par until September 1, 1966. Apparently through the collective bargaining processes or otherwise, this parity was broken, with the Police Association members in 1966 through 1968 receiving at the top level \$298 more than the Fire Fighters. In 1968-1969 the difference

at this top level was \$328. This figure is exclusive of holiday pay.

With this background, reference should be made to factors influencing fact finders. There are many factors including cost of living, needs of the individual employee and comparison with other communities that are often considered in fact finding reports. In addition consideration should be given to the financial condition of the employing governmental unit. Although these factors have relevance here, there are two other factors which are most important in the situation as found in the City of Albion, namely, what results the parties would reach if they had a strike? And, what weight should be given to the wages granted in the just negotiated Police Association contract.

I think that the overwhelming factor is that the Police Department concluded a contract at about the same time the Fire Fighters were negotiating. The Police contract, as indicated above, was for two (2) years and apparently, excluding holiday pay was based upon a seven (7%) percent increase the first year and an eight (8%) percent increase the second year. However as I previously suggested, I believe that the percentage increase was somewhat higher because in taking the top step of the 1968-1969 contract which was seven thousand three hundred sixty-eight (\$7,368) dollars and subtracting it from the new top rate of seven thousand nine hundred ten (\$7,910) dollars, the increase is five hundred forty-two (\$542) dollars which I suggest is somewhat more than seven (7%) percent. From 1966 through the end of the current contract, the beginning wage for Fire Fighters and Patrolmen were identical. I note

that the Police Association settled for a six hundred ninety-nine (\$699) dollar increase on the beginning stage. The new police rates at least for 1969-1970 as I have been informed are from six thousand four hundred eighty-seven (\$6,487) dollars to seven thousand nine hundred ten (\$7,910) dollars. I also note that from 1966 to the contract ending 1968, the difference in the top scale between Police and Fire Fighters was two hundred ninety-eight (\$298) dollars exclusive of holiday pay. In 1968-1969 this difference grew to three hundred twenty-eight (\$328) dollars.

It is quite obvious to me that if the Fire Fighters were to accept a percentage increase like that of the Police Association, they would fall farther behind the Police Association. On the other hand, though the issue of parity was raised, I am not inclined to consider parity in this situation because as I have indicated before one of the factors that influences me is what the parties would have arrived at if there was a strike. Three years ago the parties themselves abandoned parity. I see no strong persuasive factor in this situation to undo what the parties did in most recent times, namely, abandonment of parity. On the other hand, I do not believe that the Fire Fighters should fall farther behind than the Police Association. The parties apparently felt in 1966, that a two hundred ninety-eight (\$298) dollars differential at the top scale and any other differentials on the in between scales that were not called to my attention were sufficient. I do not believe that a three hundred twenty-eight (\$328) dollar differential is called for.

Therefore, my recommendation would be that the beginning wages for Albion Fire Fighters for the year 1969-1970 be the same

as the Police Association, six thousand four hundred eighty-seven (\$6,487) dollars and that each step in the scale be the same differential with the Police Department as existed in 1966-1967. As I understand it, therefore, the top scale for the Fire Fighters under my recommendations would be seven thousand six hundred twelve (\$7,612) dollars. This means that the Fire Fighters would actually receive slightly more of an increase percentage wise than the Police Association. This is only to compensate for the spreading differences. In other words it is my intention that the difference be the same difference as existed in 1966-1968 and not the three hundred twenty-eight (\$328) dollars 1968-1969 difference which is thirty (\$30) dollars more than 1966-1968 difference.

With the above thinking, the City may claim that they do not have the financial resources. I looked at the contingency fund and I believe funds can be found there to pay this increase. Even if the funds cannot be found there, then the City will be forced to rebudget because if it is willing to give the raises which it gave to the Police Department it should be willing to give the same or similar wages to the Fire Fighters. It should also be willing to stop the widening gap between the two. Furthermore it is my recommendation that the Fire Fighters and the City enter into a two (2) year contract as the Police Association did and that the same formula be applied, namely, that in 1970-1971 the Fire Fighters will receive increases in pay so that the beginning step will be identical to the Police Association and that the other steps will have the same differential as existed in 1966 presumably with the top rate between the two having the difference of two hundred ninety-eight

(\$298) dollars.

Though comparisons with other communities are factors to be considered in some fact finding situations, such comparisons are not relevant here. The controlling factor is the police settlement. Even if arbitration were considered the police settlement would hover above the parties. Certainly an arbitrator would not ignore the police settlement because to do so would be to destroy the bargaining patterns set by free collective bargaining by other city employees, to-wit: the police. Furthermore, the parties themselves three years ago agreed to a differential between the police and firemen. There is no compelling reason today why I should undo what the parties themselves did in free bargaining. The best I can do is to prevent the widening of the difference. More specifically, in good conscience, I can recommend that it can be limited to the two hundred ninety-eight (\$298) dollars at the top step which existed in 1966-1968.

I also believe that the pay increases I am recommending should be retroactive to the date that the current contract expired. The Fire Fighters did not engage in a strike. They conducted themselves in a very legal manner in going through mediation and subsequently fact finding. It is unfortunate that the parties could not reach an agreement, but it is fortunate for both the City and the Fire Fighters that they still were able to maintain labor peace despite an honest difference of opinion. If my recommendation were not for retroactivity, labor strife would be encouraged and would penalize the Fire Fighters who did their best to maintain labor peace in a period of disagreement.

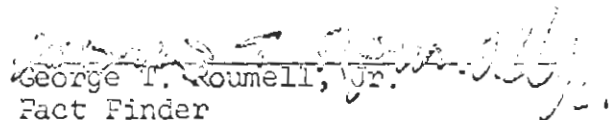
Based upon the above discussions which includes my recommendations, I now summarize my recommendations as follows:

1. I recommend a two (2) year contract between the Fire Fighters and the City of Albion.

2. I recommend that the agreement incorporate all the provisions in it that the parties have agreed to including holiday pay.

3. I recommend pay increases in each of the two (2) years to follow the police pattern with certain minor modifications. In other words the beginning salary for Fire Fighters in both 1969-1970 will be identical to the beginning salary of a patrolman.

The top rate of a Fire Fighter in each of the two (2) years will be two hundred ninety-eight (\$298) dollars less than the top rate of a patrolman. As to the steps in between the differential will be the same as the differential that existed in the 1966-1968 contracts and will be less than the differential in the 1968-1969 contracts. This recommendation as to rates is exclusive of holiday pay which has already been agreed upon by the parties.

  
George T. Roumell, Jr.  
Fact Finder

Dated: September 2, 1969