

IN THE MATTER OF THE ARBITRATION BETWEEN:

CITY OF EAST LANSING

-and-

EAST LANSING FIREFIGHTERS UNION LOCAL 1609

COMPULSORY ARBITRATION

Pursuant to Act 312, Michigan Public
Act of 1969, as amended.

OPINION AND AWARD

Arbitration Panel

Peter D. Jason
Arbitrator/Chairman

Arthur Carney
City of East Lansing

Gary Thomas
Union Local 1609

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Date: March 26, 1979

E. Lansing, City of

Sub

INTRODUCTION

These proceedings were commenced pursuant to Act 312 of the Public Acts of 1969 as amended. The arbitration panel is comprised of the Chairman, Peter D. Jason; City Delegate, Art Carney; and Union Local 1609 Delegate, Gary Thomas.

A Prehearing was held on October 12, 1977 and hearings were held on 18 dates from January 17, 1979 to September 21, 1979. The City of East Lansing is represented by Mr. Theodore J. Tierney and Mr. John A. Relias of the firm of Vedder, Price, Kaufman, and Kammholz of Chicago, Illinois. East Lansing Firefighters Union Local 1609 is represented by Mr. Ronald R. Helveston of the firm of Marston, Sachs, Nunn, Kates, Kadushin & O'Hare, P.C. The record consists of 3089 pages of recorded testimony and a total of 204 exhibits. After submission of last best offers on November 24, 1978, the parties forwarded written briefs on January 19, 1979. The panel met in executive session on February 13, February 20, and March 1, 1979. The parties agreed that the contract shall extend for a 2 year period beginning July 1, 1977.

Section 8 of Act 312 provides that each economic issue must be decided by the panel based upon the last best offer submitted by each of the parties. The relevant factors to be considered are set forth in Section 9 of the Act and include the following:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (i) In public employment in comparable communities.
 - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Where not specifically referenced, the above factors were considered but not discussed in the interest of brevity.

BACKGROUND

The City of East Lansing is a university and residential community located in south central Michigan. It has a total land area of 8.99 square miles and a population of approximately 52,000. Michigan State University is located within the City and accounts for 37% (3.35 square miles) of the land area and approximately 59% (30,900) of the population. However, during the summer term the university population decreases to approximately 18,400. It is estimated that there are 21,000 permanent residents, most of whom rank high in educational achievement and income level. 85.2% of East Lansing's land area is devoted to educational, residential or recreational use. Industrial land use is quite minimal, comprising 0.2% of the total area. There are no mobile home parks, commercial airports, chemical works or railroad chemical storage yards, bulk oil storage depots, major industrial complexes or large manufacturing firms. The only two industrial sites in the City include a university-owned and operated warehouse and a railroad station.

East Lansing Firefighters Association, Local 1609, I.A.F.F. is the recognized exclusive bargaining representation of all employees of the East Lansing Fire Department except the Chief, Assistant Chief, and Fire Marshall. The Department consists of 54 members including, Chief, Assistant Chief, 3 Captains, 6 Lieutenants, 5 Sergeants, 36 Firefighters, 1 Fire Marshall and 1 Fire Inspector. The Department was established in 1924.

The City has two stations, one adjacent to City Hall and one located on the campus. Together, the stations house two squads, two engines, one ladder, one rescue truck, and four service automobiles.

COMPARABLES

The Chairman recognizes the distinction between those communities selected by the parties for comparison purposes. It appears that 11 of the 19 cities selected by the Union are located in suburban Detroit in the Michigan Municipal League's Area I wage area. He is sensitive to the City's concern that dense population, industrial concentration, higher cost of living, and firefighting hazards peculiar to areas in close proximity to large urban areas separate these communities from those cited by the City. All 6 of the cities proposed communities are in the Michigan Municipal League Area II wage area. The further similarity between population, fire department size, frequency of service and nature of duties in combination with prior determinations made by Act 312 Arbitrators is persuasive that the City-proposed communities should be the standard of comparison in this arbitration.

WORKWEEK

Presently, fire suppression employees are on a 56-hour work week; one 24-hour day on duty, two 24-hour days off duty. Currently fire prevention employees are on an 8-hour day/40 hour work week.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of work week. The Union's last offer is to modify Article XII, Section 1(A) of the expired collective bargaining agreement as follows:

Article XII, Section 1 - Work Week

(A) Effective February 1, 1979, the regularly scheduled duty week for the Fire Fighting Division shall be an average of ~~fifty-six~~(56) fifty point four (50.4) hours per week (24 hours on duty, 43 hours off duty). This schedule shall consist of 24-hour shifts, beginning at 7:30 a.m. and ending at 7:30 a.m. The schedule shall differ from the present 56-hour work week by an average of an additional twenty-four (24) consecutive hours off duty in every thirty-day period, thereby requiring such persons to work an average of 50.4 hours per week.

CITY PROPOSAL

1. City offers no change in the current work week/work shift for all present bargaining unit members.
2. As new bargaining unit members are hired, they will be placed on an eight-hour shift, 40-hour work week. They will receive two 15-minute breaks per day and one 1/2 hour meal period during the eight-hour shift. The shift for eight-hour personnel would rotate every 90 days or otherwise as agreed to between the City and the Union.
3. Present fire fighting personnel would have the option to convert to an eight-hour shift, 40-hour work week, but could not be compelled to do so during their tenure of employment with the Fire Department unless agreed to by the Union or ordered by an Act 312 arbitrator.
4. Any current bargaining unit member who voluntarily converts to an eight-hour day/40-hour work week would have no reduction in their accumulated sick leave; after

voluntarily converting, such unit members would accumulate sick leave at the rate provided for in the contract for eight-hour personnel.

5. Schedule Readjustment Allowance: To compensate bargaining unit members for any inconvenience or disruption that may result from the schedule change for new bargaining unit personnel, and in exchange for the commitment of each bargaining unit member to implement the arbitrator's award in good faith, the City incorporates as part of its offer as to this issue a proposal to provide each current bargaining unit member a \$300 one-time Schedule Readjustment Allowance. If awarded by the arbitrator, this allowance would be payable within 10 days following the date of the award or the next payroll period following the date of the award, whichever is later. This payment shall not be considered part of the contractual wage rate and shall not be reoccurring. The schedule readjustment allowance shall not be considered as compensation for the purposes of computing overtime, longevity pay, holiday pay, vacation pay, or any other benefit or premium specified by the collective bargaining agreement.
6. Food Allowance for Eight-Hour Day/40-Hour Work Week Personnel: As part of its offer regarding the work week, the City proposes to continue the food allowance for eight-hour day/40-hour work week rotating shift personnel in an amount equal to one-half of the food allowance specified for 24-hour personnel.
7. Personal Leave Days: Eight-hour/40-hour work week personnel shall be entitled to three (3) eight-hour personal leave days per year to be used in increments of no less than four (4) hours.

The hours issue is the most difficult question decided by the panel. A review of the record discloses that both parties made substantial proposals for change. The Union proposed a 10% reduction in hours worked. The City proposed to change the Firefighter's traditional 24 hour work shifts averaging 56 hours per week to an 8 hour day/40-hour week schedule which most other city employees work. Although this schedule is not unique it has almost never been used for Firefighters. In all probability most Firefighters have traditionally worked the twenty four hour shift because fire suppression activity necessarily involves a considerable amount of "stand by" time. A fire must occur before they are called into action. In earlier times firefighters actually lived at the stations so that they would be available when disaster struck. Through the years firefighters scheduled hours have been reduced by allowing them more time away from the fire stations. Historically, municipal employers permitted firefighters this schedule because even though they may not have "worked" as much as other city employees they were on duty longer and this served to justify their salary. However, as the differential between time scheduled for general city employees and that scheduled for firefighters shrinks public officials are finding it more difficult to justify continued pay for standby time.

The City of East Lansing decided that the time had come for the firefighters to be scheduled on a forty hour per week basis. In its negotiations with the firefighters that proposal was flatly rejected by the Union. To further emphasize its opposition to this schedule the firefighters introduced an exhibit which indicated that all current East Lansing firefighters opposed that schedule. The City was not dissuaded, however, and the issue is now before this panel.

The City perceived that its first mission was to convince the panel that a 40 hour per week schedule could work for firefighters. In support of that position, fire experts from around Michigan, other parts of this country and Canada were summoned to testify. Opinions from these experts were solicited and explained. The Kansas City experience, in particular, was examined in great detail. After viewing all the evidence submitted the Chairman is not convinced that an 8-hour day/40-hour week is the most desirable manner for every City to schedule its firefighters. In the same connection, after reviewing the Kansas City experience the Chairman is convinced that it is at least possible for that schedule to work.

Under current circumstances in East Lansing adoption of the 40 hour per week schedule would undoubtedly be more expensive for the taxpayers. Also, it would alienate the current work force. Conversely, the firefighters would no longer require time and facilities to accommodate firefighter's need for recreation and sleep. To the extent it is possible to utilize that time productively the citizens could be expected to receive better service.

Under most circumstances this Chairman believes that it is not appropriate for the panel to restrict the Chief of a Department in the deployment of the workforce. This panel Chairman has neither the knowledge, experience nor inclination to substitute his judgment for that of the Fire Chief.

However, the last best offer of the City was not a 40-hour week schedule for firefighters. In an effort to preserve the equities of the current work force the City proposed the new work schedule for new-hires only. While the Chairman believes that the City's concern for the firefighters demonstrates a good faith effort to compromise its position, the Chairman could not authorize the result. If the panel were to adopt the City's last best offer the concept of equal pay for equal work would be

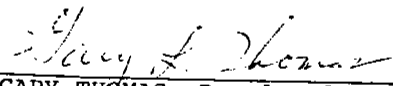
violated. In the opinion of the Chairman this principle is so fundamental to a fair labor relations policy that the Chairman is unable to vote for the City's last best offer.

Finally, the Union filed a motion with the panel contending in essence that the City's workweek proposal violates Michigan's Fire Department Hours of Labor Statute, 125 PA 1925, MCLA 123.841 et seq; MSA 5.3331 et seq. The point of the motion is that the Union must win the hours issue because the panel has no legal authority to grant the City's last best offer. This motion was taken under advisement at the time it was made and has since become moot. The panel has unanimously decided that in light of its previous decision regarding the hours worked per week it would be improper to decide a legal question which would undoubtedly occasion an appeal. Since the legal issue has no bearing on the outcome of this matter, the panel has no desire to provoke additional delays and expenses for the parties.

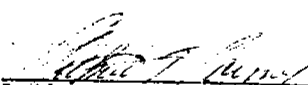
The panel has therefore decided to award the Union's last best offer effective no later than May 1, 1979.

S T I P U L A T I O N

The undersigned parties hereby stipulate that the 50.4-hour work schedule awarded by the arbitration panel in the matter of the City of East Lansing and East Lansing Fire Fighters Association, shall be fully implemented by May 1, 1979.



GARY THOMAS, Panel Delegate
East Lansing Fire Fighters Assoc.



Arthur Carnéy, Panel Delegate
City of East Lansing

WAGES

The salary schedule for Fire Department personnel presently provides the following:

<u>Rank</u>	<u>Salary</u>
Fire Fighter - minimum	10,847
6 months	11,156
1 year	11,619
2 years	12,356
3 years	13,306
4 years	14,887
Sergeant	15,385
Lieutenant	16,265
Inspector	16,265
Captain	17,596

UNION PROPOSAL:

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of wages. The Union's last offer is to increase the wages of all ranks and classifications by \$1400 effective July 1, 1977 and by an additional \$1250 effective July 1, 1978, across the board.

The salary schedule shall be set forth as Appendix A to the collective bargaining agreement, and shall be as follows:

<u>Rank</u>	<u>Effective 7/1/77</u>	<u>Effective 7/1/78</u>
Fire Fighter - minimum	12,247	13,497
6 months	12,556	13,806
1 year	13,019	14,269
2 years	13,756	15,006
3 years	14,706	15,956
4 years	16,287	17,537
Sergeant	16,785	18,035
Lieutenant	17,665	18,915
Inspector	17,665	18,915
Captain	18,996	20,246

CITY PROPOSAL

Wage increase: July 1, 1977 to June 30, 1978 -- 6%
July 1 to June 30, 1979 -- 5%.

Classification	Rate as of 7-1-76	Rate as of 7-1-77	Amount of Change	Rate as of 7-1-78	Amount of Change
Firefighter					
Minimum	10,847	11,498	\$ 651	12,073	\$ 575
6 months	11,156	11,825	669	12,416	591
1 year	11,619	12,316	697	12,932	616
2 years	12,356	13,097	741	13,752	655
3 years	13,306	14,104	798	14,809	705
4 years	14,887	15,780	893	16,569	789
Sargeant	15,385	16,308	923	17,123	815
Lieutenant	16,265	17,241	976	18,103	862
Inspector	16,265	17,241	976	18,103	862
Captain	17,596	18,652	1,056	19,495	933

B. As evident from the offer, wages are retroactive to July 1, 1977. Retroactivity applies to the base wage rate only, and is not an offer to increase retroactively overtime compensation or any other benefit or premium related to the wage rate.

The panel has decided to award the City's last best offer on wages. This proposal provides for uniform increments for all ranks and classifications of 6% effective July 1, 1977 and by an additional 5% effective July 1, 1978.

A comparison of wages between East Lansing Fire Department personnel and that received by identical personnel in comparable communities discloses that the City's proposal is fair. This is particularly so when viewed in light of the 10% reduction in the workweek granted elsewhere in this award.

Further, the Union proposal of the \$1400 and \$1250 lump sum increments during the year beginning July, 1977 and July, 1978 respectively represent 11.4% and 10.2% increases to a journeyman firefighter over his July, 1976 salary, but only an 8% and 6.6% increase for a Captain. This type of salary administration discourages promotions and also serves to minimize the distinctions between ranks which could negatively affect firefighter performance in critical situations. Also, there was no evidence to suggest that fire officers are relatively worth less now than previously.

Finally, the City proposal more closely follows the voluntary guidelines recently established by President Carter in the fight against inflation.

COST OF LIVING ALLOWANCE

Presently, there are no provisions for a Cost of Living Allowance.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of cost of living allowance. The Union's last offer is to add the following provision to the collective bargaining agreement:

Effective April 1, 1979, all employees shall receive a cost of living allowance in accordance with the following provisions:

1. The cost of living allowance shall be determined and adjusted quarterly in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, Revised Series) for Detroit, as published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100), and hereinafter referred to as the CPI.
2. The cost of living allowance shall be paid for all hours worked during the relevant calendar months preceding payment.
3. During the period of this Agreement, adjustments in the cost of living allowance, including the establishment of the first allowance, shall be made at the following times according to the CPI for the months shown:

<u>Date of Adjustment</u>	<u>Based on CPI for month of:</u>	<u>Relevant Calendar Quarters</u>
April 1, 1979	February 1979	December 1978, January, February 1979
July 1, 1979	May 1979	March, April, May 1979
4. There shall be a one cent (\$.01) per hour adjustment for each 0.3 change in the CPI.

5. The cost of living allowance shall be expressed in cents per hour, and shall not exceed twenty-five cents (\$.25) per hour per contract year.

6. As soon as reasonably possible after June 30, 1979, and effective on June 30, 1979, the cost of living allowance being paid during the month of June shall be added to each employee's base wage rate and thereafter the cost of living shall be added to employees' base wage rates each June 30th.

7. The continuance of the cost of living allowance is contingent upon the availability of the monthly CPI in its present form and calculated on the same basis as at present unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request the Bureau of Labor Statistics to make available for the duration of this Agreement, a monthly consumer price index in its present form calculated on the same basis as the present consumer price index. The parties further agree that in the event that the Bureau of Labor Statistics fails to publish any pertinent consumer price index for the Detroit metropolitan area and/or if the Bureau of Labor Statistics refuses to make available for the duration of this Agreement a monthly consumer price index in the present form and calculated on the same basis as at present, the cost of living allowance for the period or periods affected shall be determined in accordance with changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items, (CPI-W, Revised Series) Detroit (1967=100) as published by the Bureau of Labor Statistics. If the foregoing Detroit Consumer Price Index is not available, an alternate index mutually agreed upon by the parties shall be used. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the CPI.

CITY PROPOSAL

No change.

The panel has decided to award the City's last best offer and make no provision for a cost of living allowance.

The Union's demand must be denied because the wages that have been and will be received reflect the panel's concern for the impact of inflation. City Exhibit 94 indicates that firemen have received percentage increases in wages ranging from 87.2 to 104.8 for fiscal years 1968 through 1977. This compares quite favorably to the increase in the consumer price index which increased 73.5 percent.

We are also persuaded by the City's observation that no other city employee receives the benefit of a cost of living increase.

Finally, the purpose of a COLA formula is to protect employees from future inflation which then allows the parties to negotiate a long term agreement. Here the parties have not negotiated a long term agreement and the panel has viewed the erosion by inflation when awarding the wages so that a COLA formula under these circumstances is inappropriate.

PENSION

Pension proposals involve considerations of annuity and a cost of living factor which will be addressed separately.

ANNUITY FACTOR

Presently, the Municipal Employees Retirement System provides for a 1.7% annuity factor for all employees. This percentage is multiplied by the product of the number of years service and the average of the highest five consecutive years salaries in order to obtain the yearly pension benefits.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of the pension benefit program (retirement allowance). The Union's last offer is to modify Article XIV of the collective bargaining agreement, to read as follows:

ARTICLE XIV

RETIREMENT

Effective May 1, 1979, each regular full-time employee after 6 months of service with the City shall become a member of the City's Retirement System, Municipal Employees Retirement System Plan, B-1 B-2 benefits. The City will continue to provide for the life of this Agreement a waiver of Section 47F of the retirement act, which allows an employee to retire at age 55 with 25 or more years of service with unreduced benefits.

The B-2 provision, being MCLA 38.648b, follows:

38.648b Benefit program B-2, coverage, retirement allowance

Sec. 48b. Benefit program B-2 coverage shall be restricted to periods of service as a noncovered member. A benefit program B-2 retirement allowance shall consist of the benefits set forth in this section. The pension portion of the retirement allowance, subdivision (b), is subject to section 47f:¹

(a) An annuity which shall be the actuarial equivalent of the member's accumulated contributions standing to his credit in the employee's savings fund at the time of his retirement.

(b) A pension which when added to the member's annuity will provide a retirement allowance equal to 2.0% of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service but by not more than 40 years.

¹Section 38.647f.

CITY PROPOSAL

No change.

PENSION (ANNUITY FACTOR)

The panel has decided to award the Union's best offer and raise the annuity factor from 1.7% to 2.0%. Review of the comparable communities cited by the City convinces us that as of May 1979 East Lansing would be the only city with an annuity factor less than 2%. This fact, in combination with the fact that East Lansing contributes to the Pension Fund at the lowest rate of the city's comparable communities convinces us that a .3% increase in the annuity factor would better enable equity to be achieved.

COST OF LIVING FACTOR

Presently, there are no provisions for a cost of living factor to be applied to pension benefits.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of pension benefit program (redetermination). The Union's last offer is to modify Article XIV of the collective bargaining agreement by addition of the following provision:

Effective May 1, 1979, each regular full-time employee shall be entitled to pension benefits as set forth below. This pension benefit parallels Municipal Employee Retirement System, Benefit Program E-2 (see MCLA 38.668(b)). Guidance in construing this pension benefit shall be had by reference to construction given Municipal Employee Retirement System, Benefit Program E-2 (MCLA 38.668(b)). The provisions of the pension benefit program follow:

The amount of each retirement allowance becoming effective on or after the date elected in accordance with section 6b¹ as the effective date of the participating municipality's change in coverage shall be redetermined each January first beginning with the January first which is at least 12 full months after the date the retirement allowance becomes effective, and such redetermined amount shall be payable for the ensuing year. Subject to the maximum stated in the next sentence, such redetermined amount shall be the amount of the retirement allowance otherwise payable multiplied by the following percent: 100.0%, plus 2.5% for each full year, excluding any fraction of a year in the period from the date the retirement allowance becomes effective to the January first as of which the redetermination is being made. In no event shall such redetermined amount be less than the amount of retirement allowance otherwise payable multiplied by the following fraction: The numerator shall be the average of the consumer price index for the 12 calendar months ending with the month of September immediately preceding such January first, but in no event less than the denominator below, and; the denominator shall be the average of the consumer price index for the 12 calendar months ending with the month of September in the calendar year in which the retirement allowance becomes effective.

As used in this section "the amount of retirement allowance otherwise payable" means the amount of retirement allowance which would be payable without regard to the provisions of this section.

¹Section 38.606b.

PENSION (COST OF LIVING)

The panel has decided to award the City's last best offer and maintain the status quo which makes no provision for a cost of living allowance. Five of the six communities in the cities survey of comparable locations do not provide for this escalating factor and this appears consistent with the Retirement Programs of over two-thirds of cities in the country's geographical North Central Region.

PAY FOR ACTING RANK

Presently, there are no provisions for an increased rate of pay for acting rank.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of pay for acting rank. The Union's last offer is to add the following provision to the collective bargaining agreement:

Effective February 1, 1979, whenever an employee covered by this collective bargaining agreement performs the duties of any rank higher than his present rank for a period of four (4) hours or more, said employee shall be compensated at the highest rate for that particular higher rank, upon an hourly basis, from the first hour worked. Such pay for acting rank shall be granted to all employees performing the duties of a higher rank, including captains acting as assistant chief.

The most senior next ranking employee who is on duty at the same station in which the temporary vacancy occurs, shall perform the duties of his absent superior up to but not including the Captain. In the absence of the Captain, the most senior next ranking employee among all on-duty employees at all stations shall serve as Acting Captain. In the absence of the Chief and Assistant Chief, the most senior next ranking employee among all on-duty employees at all stations shall serve as Acting Assistant Chief.

CITY PROPOSAL

To add to the contract a provision that Lieutenants who are called upon to serve as the acting Captain for at least one-half of their shift or more will receive eleven dollars (\$11) for each such occasion. Acting rank payments will not

be considered part of the contractual wage rate. Such payments shall not be considered compensation for the purposes of computing overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by the collective bargaining agreement. The acting rank provision shall not be retroactive and shall be implemented a reasonable time, but not more than ten (10) days following the date of the issuance of the award.

PAY FOR ACTING RANK

The panel has decided to award the City's last best offer. This provision enables Lieutenants who are called upon to serve as the Acting Captain for at least one half of their shift or more will receive eleven dollars (\$11) for each such occasion. This plan, unlike the Union's offer, is easily implemented and actually reflects differing job responsibilities.

To grant pay for acting rank across the board fails to consider the fact that in wage level of Sergeants reflects additional compensation paid for serving in the capacity of Lieutenant. The general duties defined in the Department's Rules and Regulations require that "in the absence of the Lieutenant the Sergeant will serve as acting Lieutenant for that tour of duty and assume his duties during his normal tour of duty." To award an additional increase would result in double compensation being paid.

We also note the difficulty that would be encountered in attempting to administer the Union's proposal since no policy establishes how a unit member is selected for advanced job responsibility. Nor is there a reporting system which indicates when the assumption of a higher duty does occur. Taken together, these two factors demonstrate why the administrative complexities are unworkable.

Finally, neither any other city employees nor any of the City's comparable communities have an acting rank pay provision.

FOOD ALLOWANCE

Presently, the following provision for food allowance appears in Article XXI:

"All permanent full-time Fire Department employees covered by this agreement who work on a 24-hour schedule shall be entitled to receive a food reimbursement allowance of \$250.00 to be paid annually the first payroll period in June for the fiscal year ending on the last day of that month. New hires and employees who terminate, resign, or retire during the fiscal year shall be entitled to a prorated share of the food reimbursement allowance computed to the nearest full month of completed regular service and payable at the date of severance of employment or in June of the applicable fiscal year, at the option of the City."

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its' last offer of settlement on the economic issue of food reimbursement allowance. The Union's last offer is to modify Article XXI of the collective bargaining agreement as follows:

ARTICLE XXI

FOOD REIMBURSEMENT ALLOWANCE

Effective July 1, 1977, all permanent, full-time Fire Department employees covered by this agreement who work on a 24-hour schedule shall be entitled to receive a food reimbursement allowance of ~~\$250.00~~ \$325.00 to be paid annually the first payroll period in June for the fiscal year ending on the last day of that month.

Effective July 1, 1978, all permanent, full-time Fire Department employees covered by this agreement who work on a 24-hour schedule shall be entitled to receive a food reimbursement allowance of \$400.00 to be paid annually the first payroll period in June for the fiscal year ending on the last day of that month.

New hires and employees who terminate, resign, or retire during the fiscal year shall be entitled to a prorated share of the food reimbursement allowance computed to the nearest full month of completed regular service and payable at the date of severance of employment or in June of the applicable fiscal year, at the option of the City.

CITY PROPOSAL

Add to the present provisions a \$25.00 increase in the food allowance for the first year of the contract and \$25.00 added allowance for the second year of the contract for a total of \$50.00 over the two years. Any current bargaining unit member who voluntarily transfers to the eight-hour day/40-hour work week would receive one-half of the food allowance prorated to the date of conversion to the eight-hour day/40-hour work week.

The panel has decided to award the City's last best offer. In relation to the comparable communities used by the panel it is clear that some increase in the food allowance is justified. Were we to adopt the Union proposal the food allowance would exceed the average paid by even the Union's alleged comparables. In short, the Union's demand is excessive. The City's last best offer will be awarded.

EDUCATION ALLOWANCE

Presently, there are no provisions for an educational allowance.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of educational allowance. The Union's last offer is to add the following provision to the collective bargaining agreement:

Effective July 1, 1977, an employee of the Fire Department holding a two-year Associate's Degree in the fire science field or 60 semester hours (90 term hours) toward a Bachelor's Degree in an accredited institution of higher learning in a fire science related field, shall receive 1% of a fully-paid fire fighter's base salary paid annually, in addition to the employee's own scheduled salary.

The 1% educational increment specified above shall be paid during the first pay period of March and upon receipt by the City of a diploma or certified transcript indicating award of the Associate's Degree or completion of 60 semester hours toward the Bachelor's Degree.

CITY PROPOSAL

Actively certified EMT's shall receive \$20.00 per month for each month assigned to this duty effective January 1, 1979. EMT duty payments will be made quarterly and shall not be considered part of the contractual wage rate. EMT duty payments shall not be considered as compensation for the purpose of computing overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by the collective bargaining agreement. In addition, the City will grant bargaining unit members a payment of \$100 for a bachelor's degree as reimbursement for educational expenses on a one-time basis for all unit members who have received a bachelor's degree as of December 1, 1978. The educational reimbursement payment will be payable on December 1, 1978. These payments will not be considered part of a contractual

wage rate and shall not be reoccurring. Nor shall these payments be considered as compensation for the purposes of computing overtime, longevity pay, holiday pay, vacation pay or any other benefit or premium specified by the collective bargaining agreement.

The Educational Allowance is another difficult issue for the panel to decide. The evidence does not clearly indicate the necessity for this allowance. East Lansing is not having difficulty recruiting qualified people for employment in the fire department. The department's training seems to be adequate considering the needs and functions of the personnel. Reflecting upon those disputes concerning much more significant matters this issue would have better been postponed for a later time. Unfortunately, the parties have bargained on this issue for years without agreement and have availed themselves of this opportunity to resolve the issue. The Chairman understands why the parties did not reach agreement. Both proposals are faulty.

The City proposal is not an educational allowance. It does not pay personnel for receiving education but rather compensates them for performing additional tasks that some firefighters are already being paid to do. If the City thinks this is appropriate a reclassification of the position is a more appropriate manner in which to proceed.

The Union proposal is a true education allowance but there was little showing of the need for such an allowance. In a community with a relatively low level of serious fire activity one could easily conclude that present knowledge and training adequately meet the needs of the community.

The panel has chosen the Union proposal on this issue because it is less unpalatable than the City's proposal and because it places a lesser burden on the taxpayers of East Lansing.

LONGEVITY

Presently, the following provisions regarding longevity are in effect:

"All regular full-time employees in the active service of the City as of October 1 of any year, shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment.

(A) Longevity pay will be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity bonus is due. The maximum amount of an employee's salary which is subject to longevity computation shall be \$12,000.00

(B) Longevity pay shall be based on full-time, continuous service. Following completion of 5 years of such service on or before October 1 of any year, and continuing in subsequent years of service, such employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between October 1 dates, shall be eligible for a calendar month pro rated payment of their longevity bonus payable upon separation.

(C) Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

(D) Longevity payment schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 or more years and less than 10 years	2% of annual wage
10 or more years and less than 15 years	4% of annual wage
15 or more years and less than 20 years	6% of annual wage
20 or more years of continuous service	8% of annual wage

(C) Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1.

(D) Longevity payment schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 or more years and less than 10 years	2% of annual wage
10 or more years and less than 15 years	4% of annual wage
15 or more years and less than 20 years	6% of annual wage
20 or more years of continuous service	8% of annual wage

CITY PROPOSAL

No change.

LONGEVITY

The panel has decided to award the City's last best offer. The maximum amount of an employee's salary subject to longevity computation shall remain at \$12,000.00. We base this decision upon the longevity benefits currently received by comparable communities. Union Exhibit 50 indicates that the average maximum longevity pay for journeymen firefighters is \$945, \$15 less than the average longevity benefits presently being received. Considering the wage increase awarded elsewhere, increased longevity benefits would be well in excess of the present comparable average.

Further, all the City employees have \$12,000 longevity caps. In the interest of equity, the Union's demand must be denied.

WORKER'S COMPENSATION

Presently, Article 16, at page 18 of the most recent collective bargaining agreement provides in part as follows:

The City, in accordance with state law, provides worker's compensation if an employee is injured in the course of employment. An employee who receives compensation under the worker's compensation insurance as provided by the City shall, for the period of time herein prescribed, receive only that portion of his regular salary which, together with such compensation, equals his regular salary. Such payments by the City shall not be deducted from the employee's accumulated sick leave for the first 30 calendar days while on compensation. After the first 30 calendar days on compensation an amount equal to the difference paid by the City between an employee's worker's compensation and his regular salary shall be deducted from the employee's accumulated sick leave. When the amount of the employee's accumulated sick leave has been depleted, the City will no longer pay the difference between worker's compensation and the employee's salary. An employee will continue to accrue and receive benefits for the first 30 calendar days while on compensation. When this period has elapsed, he shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of workers' compensation. The Union's last offer is to modify Article XVI of the collective bargaining agreement as follows:

ARTICLE XVI

WORKERS' COMPENSATION

Employees are expected to comply with any City safety rules or regulations. Where appropriate, supervisors will inform employees of special safety guidelines. If any on-the-job injury occurs, or if an unsafe condition exists, it must immediately be reported to the employee's supervisor for appropriate action.

The City, in accordance with state law, provides workers' compensation if an employee is injured in the course of employment. An employee who receives compensation under the workers' compensation insurance as provided by the City shall, for the period of time herein prescribed, receive only that portion of his regular salary which, together with such compensation, equals his regular salary. Effective February 1, 1979, such payments by the City shall not be deducted from the employee's accumulated sick leave for the first 30-calendar-days 50 regularly scheduled 24-hour duty days while on compensation. After the first 30-calendar-days 50 regularly scheduled 24-hour duty days on compensation an amount equal to the difference paid by the City between an employee's workers' compensation and his regular salary shall be deducted from the employee's accumulated sick leave. When the amount of the employee's accumulated sick leave has been depleted, the City will no longer pay the difference between workers' compensation and the employee's salary. An employee will continue to accrue and receive benefits for the first 30-calendar-days 50 regularly scheduled 24-hour duty days while on compensation. After the first 30-calendar-days 50 regularly scheduled 24-hour duty days on compensation an amount equal to the difference paid by the City between an employee's workers' compensation and his regular salary shall be deducted from the employee's accumulated sick leave. When the amount of the employee's accumulated sick leave has been depleted, the City will no longer pay the difference between workers' compensation and the employee's salary. An employee will continue to accrue and receive benefits for the first 30-calendar-days 50 regularly scheduled 24-hour duty days while on compensation. When this period has elapsed, he shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those stipulated in this section.

~~Simultaneous-payment-with-workers'-compensation-shall-not-be paid-for-injuries-received-because-of-negligence-on-the-part-of the-employee-injured.--In-case-of-failure-of-an-employee-to-report within-24-hours-any-injury-sustained-by-him,-it-shall-be-presumed~~

~~that-such-injury-resulted-from-his-own-negligence,--All-cases-where
negligence-on-the-part-of-the-employee-injured-is-determined-or
presumed-by-the-Department-Head-or-City-Manager-may-be-appealed
by-such-an-employee-to-the-Board-of-Appeals-consisting-of-the
Mayor, Mayor-pro-tem, and-the-City-Attorney, and-their-decision
shall-be-final.~~

CITY PROPOSAL

The City's last offer would add to the present provisions the following language:

"Any employee covered by the collective bargaining agreement may apply to the Chief for an extension of the 30 calendar day period during which payments by the City shall not be deducted from the employee's accumulated sick leave. The Chief shall review the circumstances presented and shall make a recommendation to the City Manager as to whether or not good cause has been shown for extending the above 30 calendar day period and, if so, the appropriate duration for such an extension. The City Manager shall, taking into account the Chief's recommendations and such other circumstances as he deems appropriate, make a final and binding decision as to whether or not the above 30 calendar day period shall be extended, and if so the appropriate duration of such extension. Requests for such extensions shall lie within the sole discretion of the Chief and the City Manager, and any determinations by the City regarding such requests for extension shall be final and binding on all parties and shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement."

The panel has decided to award the Union's last best offer. There appears to be a legitimate need for a longer period during which firefighters suffering from work-related disabling injury receive supplemental payments without deduction from the employees accumulated sick bank. Considering the hazardous nature of the occupation which, as the Union points out, has resulted in 330 work hours lost during the past five years, it is not unreasonable to have the present 30 calendar day no-deduction period increased to 50 work days. Also, our review of the comparable communities convinces us that East Lansing is well out of line, and the Union demand should be met.

VACATION LEAVE

Offers affecting 24 hour fire fighting personnel differ from those relating to 8 hour/day, 40 hour work week prevention personnel. They are set forth separately.

24 Hour Personnel

Presently the following provisions for vacation leave appear in Article XVII of the collective bargaining agreement.

"Fire Department personnel covered under this agreement may accrue vacation as follows:

Up to 5 years service - five (5) full working days per year with a total length of time away from station not to exceed 17 days.

5 years but less than 10 years service - six (6) full working days per year with a total length of time away from station not to exceed 20 days.

10 years but less than 15 years service - seven (7) full working days per year with total length of time away from station not to exceed 23 days.

15 or more years of service - nine (9) full working days per year with a total length of time away from station not to exceed 29 days.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of vacation leave for fire fighting division employees. The Union's last offer is to modify Article XVII, Section 4 of the collective bargaining agreement as follows:

Section 4 - Vacation Leave Accrual

Effective February 1, 1979, Fire-Department-personnel Fire Fighting Division personnel covered under this agreement may accrue vacation as follows:

Up to 5 years service - ~~five (5)-full~~ seven (7) 24-hour working days per year with ~~a-total-length-of-time-away-from-station-not-to~~ exceed-17-days.

Five years but less than 10 years service - ~~six-(6)-full~~
eight (8) 24-hour working days per year with-a-total-length-of-time
away-from-station-not-to-exceed-20-days.

Ten years but less than 15 years service - ~~seven-(7)-full~~
nine (9) 24-hour working days per year with-a-total-length-of-time
away-from-station-not-to-exceed-23-days.

Fifteen or more years of service - ~~nine-(9)-full~~ eleven (11)
24-hour working days per year with-a-total-length-of-time-away
from-station-not-to-exceed-29-days.

CITY PROPOSAL

No change.

The panel has decided to award the City's last best offer. Because we we have awarded the Union's last best offer regarding the workweek reduction the firefighters will have ten percent fewer work days than when they were on the 56 hour/week schedule. Thus, we believe this obviates the need for any additional time off benefits to be awarded.

Fire Prevention Bureau Employee(s)

Presently, vacation benefits for fire prevention bureau employees are set out in Article VI, Section 3 of the City's Personnel Rules:

6 months to 9 years	-	10 working days
10 years to 14 years	-	15 working days
15 years and more	-	20 working days

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of vacation leave for Fire Prevention Bureau employees. The Union's last offer is to increase vacation leave accrual for these employees by two (2) working days per year in each classification, effective February 1, 1979. The following language should be added to Article XVII, Section 4 of the collective bargaining agreement:

Effective February 1, 1979, Fire Prevention Bureau personnel covered by this agreement shall accrue vacation as follows:

<u>Up to 5 years service</u>	-	<u>12 full working days per year</u>
<u>5 years but less than 10 years service</u>	-	<u>14-1/2 full working days per year</u>
<u>10 years but less than 15 years service</u>	-	<u>17 full working days per year</u>
<u>15 or more years of service</u>	-	<u>22 full working days per year</u>

CITY PROPOSAL

As to personnel assigned to the eight-hour day/40-hour work week, the City offers the following vacation schedule:

1 - 5 years	-	11 days/yr
6 - 10 years	-	12 days/yr
11 - 15 years	-	16 days/yr
16 years and over	-	21 days/yr

Above schedule to be effective July 1, 1978, second year of the contract.

The panel has decided to award the City's last best offer. We reached this conclusion because this is the same benefit enjoyed by most other City employees. There is no evidence introduced to persuade the panel that this employee(s) should be treated differently.

PERSONAL LEAVE DAYS

This issue applies to both members of the fire fighting division as well as fire prevention bureau employees and will be addressed separately.

Firefighting Division

Presently, the following provisions for personal leave days are contained in Article XIX of the collective bargaining agreement:

"All bargaining unit employees shall be entitled to one (1) non-accumulating personal leave day per fiscal year for personal business to be utilized in increments of not less than 4 hours. Reasonable advance notice of a request for personal leave will be given to the Department Head unless circumstances make such notice impossible.

A personal leave day shall be defined as the equivalent of the employee's regularly scheduled work day."

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of personal leave days for fire fighting division employees. The Union's last offer is to amend Article XIX of the collective bargaining agreement as follows:

Section 1

Effective February 1, 1979, all bargaining-unit

Fire Fighting Division employees shall be entitled

to ~~one-(1)~~ two (2) non-accumulating personal leave days per fiscal year for personal business to be utilized in increments of not less than 4 hours.

Reasonable advance notice of a request for personal leave will be given to the Department Head unless circumstances make such notice impossible.

A personal leave day shall be defined as the equivalent of the employee's regularly scheduled work day.

CITY PROPOSAL

No change.

The panel has decided to award the City's last best offer. The ten percent work day reduction awarded the Union provides adequate time off benefits.

Fire Prevention Bureau Employee(s)

Presently, fire prevention bureau employees are intitled to one personal leave day per fiscal year.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of personal leave days for fire prevention bureau employees. The Union's last offer is to add the following provision to Article XIX of the agreement:

Section 2

Effective February 1, 1979, all Fire Prevention Bureau employees shall be entitled to three (3) non-accumulating personal leave days per fiscal year for personal business to be utilized in increments of not less than 2 hours. Reasonable advance notice of a request for personal leave will be given to the Department Head unless circumstances make such notice impossible. A personal leave day shall be defined as the equivalent of the employee's regularly scheduled work day.

CITY PROPOSAL

All eight-hour day/40-hour work week personnel shall be entitled to three (3) eight-hour personal leave days to be used in increments of no less than four (4) hours.

The panel has decided to award the Union's last best offer. The only difference in the two proposals is that the employee(s) must use the personal leave days in either two hour (Union) or four hour (City) increments. Since there is currently only one employee affected there should be no problem in awarding the Union demand.

SICK LEAVE ACCUMULATION

Presently, the following provision for sick leave accumulation are contained in Section 3, Article XV of the collective bargaining agreement:

ISSUE 14: Sick Leave--Accumulation

Current Provision:

"All 24-hour Fire Department personnel working on a shift basis will earn a maximum of eight (8) working days or 192 hours of sick leave per year, except that no sick leave credit can be earned during a leave of absence without pay. Sick leave shall be computed from the first full working day of the employee. All eight-hour Fire Department personnel shall be entitled to sick leave credit of one working day for each completed month of service.

The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave."

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of sick leave accumulation. The Union's last offer is to maintain the status quo as to this benefit throughout the July 1, 1977-June 30, 1979 collective bargaining agreement. The current sick leave accumulation provision (Article XV, §3) is reproduced below in relevant part.

Section 3 - Computation of Benefits

(A) All 24-hour Fire Department personnel working on a shift basis will earn a maximum of eight (8) working days or 192 hours of sick leave per year, except that no sick leave credit can be earned during a leave of absence without pay. Sick leave shall be computed from the first full working day of the employee. All eight-hour Fire Department personnel shall be entitled to sick leave credit of one working day for each completed month of service.

CITY PROPOSAL

No change for 24-hour personnel. Personnel on an eight-hour day/40-hour work week accumulate one sick leave day per month (96 hours per year) without limitation as to the number of days accumulated.

The panel has decided to award the City's last best offer. The Union has failed to show the need to change the existing benefit and considering the cost of the other improvements this Union demand will be denied.

PAYOUT OF UNUSED SICK LEAVE

Presently, there are no provisions for payout of unused sick leave in the collective bargaining agreement.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of sick leave pay-out. The Union's last offer is to modify Article XV, Section 3(c) to read as follows:

Effective February 1, 1979, except in cases of discharge for just cause, payment shall be made by the City on the death of an employee (to the surviving spouse or heirs) or on an employee's retirement or resignation (to the employee), of one-half of all accumulated sick leave, with payment not to exceed payment for six hundred (600) accumulated sick leave hours.

CITY PROPOSAL

All unit employees would have the right to payment of unused sick leave upon death or retirement of 50% of the accumulated sick leave up to a maximum of 480 hours. This provision would become effective on or after the date of the arbitrator's award.

The panel has decided to award the City's last best offer. Four of the six comparable communities make no provision for payout for any type of separation, while two other comparable communities limit recipients to those separating under honorable conditions or have 10 years of service. Further, the City's proposal is identical to the benefit provided to all police personnel. Finally, the purpose of sick leave is to insure against the loss of pay for a period during which employees are unable to work. This benefit should not be considered as a monetary entitlement which requires payment in the event sick leave is unnecessary.

HOLIDAYS

Presently, the following provisions for holidays are contained in Article XVIII of the collective bargaining agreement:

"Fire Department personnel covered under this agreement that are on the 56-hour work week will receive in lieu of holiday leave \$40.00 per authorized holiday whether such holiday be worked or not, except for the half day in which case the employee will receive the sum of \$20.00. For the life of this agreement there will be nine and one half (9 1/2) authorized holidays per year, as follows:

New Years Day	Labor Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Half Day Christmas Eve Day	Friday After Thanksgiving

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of holiday leave for fire fighting division employees. The Union's last offer is to modify Article XVIII of the collective bargaining agreement as follows:

ARTICLE XVIII

HOLIDAY LEAVE

Section 1

Effective July 1, 1978, Fire-Department Fire Fighting Division personnel covered under this agreement ~~that-are-on-the-56-hour-work~~ week will receive in lieu of holiday leave ~~\$40.00~~ \$50.00 per authorized holiday whether such holiday be worked or not, ~~except-for-the~~ half-day-in-which-case-the-employee-will-receive-the-sum-of-\$20.00. For the life of this agreement there will be ~~nine-and-one-half-(9-1/2)~~ ten (10) authorized holidays per year, as follows:

New Years Day	Labor Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Friday After Thanksgiving
Half-Day Christmas Eve Day	Christmas Day

Section 2

Fire Prevention Bureau personnel covered under this agreement will receive holiday leave with full pay on ten (10) authorized holidays per year, as follows:

New Years Day

Washington's Birthday

Memorial Day

Independence Day

Christmas Eve Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday After Thanksgiving

Christmas Day

CITY PROPOSAL

Increase the pay received in lieu of Holiday leave from \$40 per authorized holiday to \$45 per authorized holiday and increase the sum of \$20 in lieu of the half-day to \$22.50. No change with respect to the number of holidays listed. The increase in pay in lieu of holiday leave would become effective on and after July 1, 1978 for the second year of the contract.

The panel has decided to award the City's last best offer. To grant the Union request would provide them with more holidays than any other public service or city employer. Of the 6 city comparables, the existing contract which provides 9.5 yearly holidays is second only to Battle Creek. Finally, the award of the Union's last best offer regarding workweek reduction obviates the need for any additional time off benefits to be awarded.

HEALTH INSURANCE

Presently, the following provisions for health insurance are contained in Article XXIV of the collective bargaining agreement:

"All regular full-time employees of the City are eligible for Blue Cross/Blue Shield group Hospital, Medical and Surgical Insurance coverage known as MVF II, with an ML 1890 rider, semi-private room privileges and \$2.00 co-pay prescription drug rider, or equivalent benefits under a substitute plan. The City reserves the right to substitute another carrier of this coverage provided that the benefits are equivalent. This coverage shall become effective 30 days from the execution of this Agreement.

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement of the economic issue of health insurance. The Union's last offer is to modify the first paragraph of Article XXIV of the collective bargaining agreement as follows:

ARTICLE XXIV

HOSPITAL, MEDICAL AND SURGICAL INSURANCE

All regular full-time uniformed employees of the City Fire Department are eligible for Blue Cross-Blue Shield group Hospital, Medical and Surgical Insurance coverage known as MVF II, with an ML 1890 rider, semi-private room privileges, Master Medical Option IV, and \$2.00 co-pay prescription drug rider, or equivalent benefits under a substitute plan. Master Medical Option IV shall be made available to all regular full-time uniformed employees of the Fire Department as soon as the insurance carrier is able to implement such coverage, following issuance of the 1977-78 Act 312 award. The City reserves the right to substitute another carrier of this coverage provided that the benefits are equivalent. ~~This coverage shall become effective no later than March 1.~~

CITY PROPOSAL

To add master medical, Option 2 to the present coverage effective within a reasonable time, but no later than 30 days from the date of the award.

The panel has decided to award the City's last best offer. All other city employees are covered by master medical option II which is prepared by the City. None of the City's comparable communities provides the Union's demand of an option IV plan. Significantly, of the 20 Union comparable communities, only one currently provides an option IV plan.

HEALTH INSURANCE FOR RETIREES

Presently, the following provisions for health insurance appear in Article XXIV of the collective bargaining agreement.

"The above Hospital, Medical and Surgical Insurance shall be made available to retirees at the group insurance rate provided that the individual retiree pay the group premium."

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of health insurance for retirees. The Union's last offer is to substitute the following provision for the last paragraph of Article XXIV in the collective bargaining agreement:

~~The above Hospital, Medical and Surgical Insurance shall be made available to retirees at the group insurance rate provided that the individual retiree pay the group premium.~~

All members of the bargaining unit retiring on or after February 1, 1979 shall be covered by the same Hospital, Medical and Surgical Insurance provided and paid for by the City for regular, full-time bargaining unit members. The City shall pay the cost of all premiums for this coverage for retirees only, and coverage for spouses or dependent family members shall be paid by the retiree at the current group insurance rates.

CITY PROPOSAL

The City will pay the premium for medical coverage for the retiree only for those individuals who retire under the Michigan Employees Retirement System, pursuant to the provisions of the Section 47(f) waiver at age 55 with 25 years or more of service effective within a reasonable period of time, but no later than 30 days from the date of the award.

The panel has decided to award the City's last best offer. No City collective bargaining agreement provides for a hospitalization insurance plan which would provide coverage for bargaining unit members who retire on or after February 1, 1979. Further, only two of the City's six comparable communities afford the benefits sought by the Union. The panel believes that the City's offer more closely complies with the criteria of Section 9 and is therefore awarded.

The panel has determined that both the Union and City last best offers contain identical provisions. The basic group life policy will be purchased by the City and provide for life insurance receipts in the amount of \$20,000 with accidental death and dismemberment provisions. These increased benefits shall be effective within a reasonable period of time, but no later than 30 days from the date of this award.

GROUP LIFE INSURANCE

Presently, the following provisions for group life insurance appear in Article XXIII of the collective bargaining agreement.

"After completion of six (6) months full-time continuous service the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of \$15,000.00. The policy change will take effect on January 25, 1976."

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of group life insurance. The Union's last offer is to modify Article XXIII as follows:

ARTICLE XXIII

GROUP LIFE INSURANCE

After completion of six (6) months full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense, in the amount of \$15,000.00. ~~The policy change will take effect on January 25, 1976.~~ As soon as feasible following the issuance of the July 1977 to June 1979 Act 312 award, the City will provide to an employee covered hereby a group life insurance policy at City expense, in the amount of \$20,000 with accidental death and dismemberment provision in the amount of \$40,000.00.

CITY PROPOSAL

Increase the \$15,000.00 benefit to \$20,000.00 effective within a reasonable time, but no later than 30 days from the date of the arbitrator's award.

MINIMUM MANPOWER

Presently, the following provisions for minimum manpower appear in the East Lansing Fire Department Rules and Regulations and have been incorporated into Article X of the collective bargaining agreement:

"A minimum of twelve (12) men will be maintained between the two stations. If a shift shortage occurs the Chief or his representative will request off-duty men to fill in the shortage."

UNION PROPOSAL

Pursuant to Section 8 of Act 312, as amended, the Union hereby submits its last offer of settlement on the economic issue of minimum manpower. Presently, the City has an obligation to maintain a policy of assigning at least 11 fire fighters, excluding the Captain, on all shifts. This obligation is embodied in the East Lansing Fire Department Rules and Regulations, "General Duties," Rule 10 (April 1, 1971), and interpreted in a grievance arbitration award by Nathan Lipson (January 24, 1977). The Rules and Regulations are incorporated into the collective bargaining agreement. The Union's last offer is to increase the total number of Fire Fighting Division employees per shift to 14, effective February 1, 1979, by addition of the following provision to Article X of the collective bargaining agreement:

Effective February 1, 1979, a minimum of fourteen (14), 24-hour shift employees of the Fire Fighting Division (excluding the Chief, Assistant Chief, Fire Marshal and Fire Inspector) will be maintained on duty for each shift. The Chief or his representative shall call back off-duty personnel to maintain the minimum manpower if the Fire Department shift strength falls below fourteen (14) employees, as described herein, for a period of four or more hours.

CITY PROPOSAL

The City will add to the contract the award of Arbitrator Nathan Lipson regarding minimum manning as follows:

"The City will maintain a policy of assigning at least eleven (11) fire fighters, excluding the Captain, on all shifts. This shall be adopted as a basic policy, and the City will reasonably attempt to apply said policy whenever possible, but there shall be no liability on the City in those rare instances where it is temporarily impossible or impractical to maintain the required manpower level. This provision shall not be interpreted as requiring the maintenance of the mandated manpower level when circumstances make it difficult or impossible to do so."

The panel has decided to award the City's last best offer. It is our judgment that this matter already has been arbitrated and the named "Lipson Award" has in effect become a part of their contract. In the absence of any evidence which establishes that the Lipson decision is erroneous or no longer appropriate due to changed circumstances, this provision should be followed. The City is prepared to do so by submitting the language which appears above for adoption into the contract.

Further, it is the Chief's responsibility to determine the manpower needs of each Fire Department, not the arbitrator.

PROMOTIONS

The final issue of promotions was the only non-economic issue presented to the panel. At the suggestion of the panel the parties negotiated the following provisions which resolves that issue.

We the undersigned, acting as duly authorized representatives of the parties involved, hereby agree to the terms and conditions of this East Lansing Fire Department promotional procedure for the ranks of Sergeant, Lieutenant and Captain and furthermore agree that this East Lansing Fire Department promotional procedure is to be included as ARTICLE IX PROMOTIONS in the contract between the East Lansing Fire Fighters Association, Local 1609 and the City of East Lansing.

It is further understood and agreed that a need exists for a criteria and promotional procedure to be established for the rank of Fire Inspector. Therefore the undersigned hereby agree to meet and negotiate said promotional procedure for the rank of Fire Inspector within a period of ninety (90) days from this date.

CITY OF EAST LANSING, MICHIGAN

By: Michael Benedict
Michael Benedict, Assistant City
Personnel Director

By: Arthur P. Patriarche
Arthur P. Patriarche, Chief of the
East Lansing Fire Department

By: Jack M. Gregg
Jack Gregg, Assistant Chief of the
East Lansing Fire Department

EAST LANSING FIRE FIGHTERS
ASSOCIATION, LOCAL 1609 I.A.F.F.

By: Darwin R. Ranes
Darwin Ranes, President

By: Gary M. Waterman
Gary M. Waterman, Vice President
and Bargaining Committee Member

By: Barry M. Fenn
Barry Fenn, Bargaining Committee
Member

By: _____
Lyle LaMourie, Bargaining Committee
Member

Signed this day, March 22, 1979.

ARTICLE IX

PROMOTIONS

A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The City shall not be obligated to consider a request from an employee who has not submitted his request for promotion in writing.

Upon completion of the promotional procedure defined herein notification of the promoted employee shall be made to the Union. A promoted employee will assume his new responsibilities on the effective date cited on his notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

The promotional procedure is as follows:

Sergeant

- 1.) Eligibility - top paid firefighter.
- 2.) Written examination:
 - a.) Prepared in house by the training officer.
 - b.) The Union may select a representative of the rank of Sergeant or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.
 - c.) A 100 point exam will be prepared.
 - d.) Candidates will receive 1 point for each year of seniority up to a maximum of 20 points added onto their written exam scores.
 - e.) Notification of the exam will be given 4 weeks in advance of the exam date.
 - f.) The areas to be covered by the exam will be posted in the order of emphasis.
 - g.) A passing grade of 70 points is required.
- 3.) Personal Evaluation:
 - a.) The personal evaluation will be done by the Captain on the candidate's shift plus 2 other officers of the rank of Lieutenant or Captain of the candidates choosing who he has worked under for at least one year.
 - b.) The evaluation form will be prepared by a committee of four, two union members and two city members.
 - c.) A 70% rating or above is necessary to receive a passing mark on the evaluation procedure.
 - d.) Two of the three evaluators must pass the candidate for him to be considered for the promotion.
- 4.) Promotion Award:
 - a.) The person with the highest total score who passes the personal evaluation shall receive the promotion. In case of a tie, the senior firefighter of those tied shall be promoted.

Lieutenant

- 1.) Eligibility - All Sergeants plus 4 senior firefighters.
- 2.) Written examination: weight 50%
 - a.) Prepared in house by the Training Officer.
 - b.) The Union may select a representative of the rank of Lieutenant or higher to review the exam and discard up to 20% of those questions he feels do not pertain to the East Lansing Fire Department.
 - c.) A 100 point exam will be prepared.
 - d.) Notification of the exam will be given 4 weeks in advance of the exam date.
 - e.) The areas to be covered by the exam will be posted in the order of emphasis.
 - f.) A passing grade of 65 points is required.
- 3.) Seniority: weight 25%

1 point for each year of seniority to a maximum of 25 points.
- 4.) Oral Board: weight 25%
 - a.) 1 Fire Chief and 1 union representative of the rank of lieutenant or higher.
 - b.) Must be 50 miles from the department.
- 5.) Personal Evaluation:
 - a.) The personal evaluation will be done by the Captain on the candidate's shift plus 2 other officers of the rank of Lieutenant or Captain of the candidate's choosing who he has worked under for at least one year.
 - b.) The evaluation form will be prepared by a committee of four, two union members and two city members.
 - c.) A passing mark of 70% or higher on the evaluation procedure.
 - d.) Two of the three evaluators must pass the candidate for him to be considered for the evaluation.
- 6.) Promotion Award:

The person with the highest total score who passes the personal evaluation shall receive the promotion. In case of a tie, the senior firefighter of those who tied shall be promoted.

Captain

- 1.) Eligibility - Limited to all Lieutenants and Sergeants with 15 or more years of seniority on the department.
- 2.) Written examination - 50 points.

- a.) Limited to materials and text currently in use for the East Lansing Fire Department prepared professionally by the Training Council or Lansing Community College with direction from the Chief and Assistant Chief.
- b.) 70% passing score is required.
- c.) Notification of the exam will be given four weeks in advance of the exam date.
- d.) The areas to be covered by the exam will be posted in the order of emphasis.

3.) Seniority - 10 points.

1 point per year given for each year of service after 15 years with a maximum of 25 years.

4.) Oral Board - 15 points.

Oral board composed of 1 Fire Chief, 1 union representative and 1 person selected by the Fire Training Council. These people must be 50 miles away from the department.

5.) Personal Record Review - 15 points.

- a.) Conducted by the Chief and limited to the last 5 years of service.
- b.) Will evaluate only those who pass the exam - the testing agency will submit the names of those who passed the exam.

6.) Promotion award:

The person with the highest total score will be selected for the promotion. In case of a tie, the senior firefighter of those who tied will be promoted.

In all ranks a man applying for promotion who does not receive the promotion has the option of:

- 1.) Hold his initial promotional score for a period of 1 year;
- 2.) Reapply through the promotional procedure when the next vacancy occurs.

The panel in adopting these provisions does so with the understanding that the parties will take whatever steps necessary to insure the integrity of the examination process.

The Chairman wishes to take this opportunity to publicly thank the panel delegates for their role in resolving this issue and sincerely hopes that this encouraging result will serve the parties well in their upcoming negotiations.

SUMMARY

The Chairman's decisions on the issues are as follows:

I WORKWEEK

Reduction in duty week from 56 to 50.4 hours
consisting of 24 hour shifts beginning at 7:30 A.M.

Agree UNION

Dissent CITY

II WAGES

July 1, 1977 to June 30, 1978 6%
July 1, 1978 to June 30, 1979 5%

Agree CITY

Dissent UNION

III COST OF LIVING

No change

Agree CITY

Dissent UNION

IV PENSION (Annuity Factor)

Increase annuity factor from 1.7 to 2.0%

Agree BOTH

Dissent NONE

PENSION (Cost of Living)

No change

Agree CITY

Dissent UNION

V PAY FOR ACTING RANK

Lieutenants serving at least one-half of their
shift or more receive eleven dollars (\$11) for
each such occasion

Agree CITY

Dissent UNION

VI FOOD ALLOWANCE

Twenty-five dollars (\$25) increase awarded for the
first year of the contract and twenty-five dollars
(\$25) added allowance for the second year of the
contract for a total of fifty dollars (\$50) over
the two years

Agree CITY

Dissent UNION

VII EDUCATION ALLOWANCE

1% of base salary awarded annually to the department
employees holding two year associate degree in the
Fire Science field or 60 semester hours toward a
Bachelor's degree.

Agree BOTH

Dissent NONE

VIII LONGEVITY

No change

Agree CITY

Dissent UNION

IX WORKERS COMPENSATION

Increase sick leave deduction period from 30
calendar days to 50 work days

Agree UNION

Dissent CITY

X VACATION LEAVE (24 hour personnel)

No change

Agree BOTH

Dissent NONE

VACATION LEAVE (Fire Prevention Bureau Employee(s))

Years Employed

Vacation Days Per Year

1 - 5

11

6 - 10

12

11 - 15

16

16 and over

21

Agree CITY

Dissent UNION

XI PERSONAL LEAVE DAYS (24 hour personnel)

No change

Agree BOTH

Dissent NONE

PERSONAL LEAVE DAYS (Fire Prevention Bureau Employee(s))

3 non-accumulating personal leave days per fiscal
year utilized in increments of not less than 2 hours

Agree BOTH

Dissent NONE

XII SICK LEAVE ACCUMULATION

8 hour day/40 hour work week accumulate one (1) sick
leave day per month without limitation as to number
of days accumulated

Agree CITY

Dissent UNION

XIII PAYMENT OF UNUSED SICK LEAVE

50% of accumulated sick leave paid upon death or
retirement up to a maximum of 480 hours

Agree CITY

Dissent UNION

SEE

SEE

XIV HOLIDAYS

\$45 and \$22.50 awarded for full and half day pay respectively effective July 1, 1978

Agree CITY

Dissent UNION

XV HEALTH INSURANCE

Add Master Medical, Option 2 to the present coverage effective no later than 30 days from date of the award

Agree CITY

Dissent UNION

HEALTH INSURANCE (Retirees)

City will pay premium for medical coverage for retirees under Michigan Employees Retirement System at age 55 with 25 years or more of service effective within 30 days from date of the award

Agree BOTH

Dissent NONE

XVI GROUP LIFE INSURANCE

Policy limit of \$15,000 raised to \$20,000 with accidental death and dismemberment provisions.

Agree BOTH

Dissent NONE

XVII MINIMUM MANPOWER

11 Firefighters (excluding Captain) employed on all shifts subject to those circumstances which make it temporarily impossible or impractical to maintain the required level

Agree CITY

Dissent UNION

XVIII PROMOTIONS

Settled

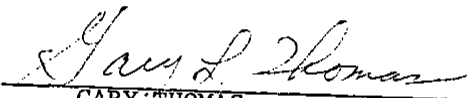
Dated: 3-23-79



PETER D. JASON
Arbitrator/Chairman



ARTHUR CARNEY
City of East Lansing



GARY THOMAS
Union Local 1609

410 Abbott Road



Telephone 337-1731

March 23, 1979

1979 APR -2 AM 9:15
STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DE FROIT OFFICE

RECEIVED

Mr. Peter D. Jason
Arbitrator-Chairman
Act 312 Arbitration
Between City of East Lansing
and East Lansing Fire Fighters
Union Local #1609

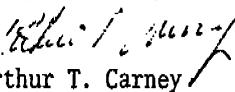
Dear Mr. Jason:

The City panel member, Art Carney, respectfully submits for inclusion into the arbitration panel award a dissenting vote on the decision to award the work week of 50.4 hours to the Union rather than the 40 hour work week, last best offer to the City.

This panel member feels that the panel chairman failed to properly consider an innovative compromise in the resolution of the traditional unproductive "standby time" work week of the fire fighters. The solution offered by the City would not have adversely affected any present member of the department and would have allowed the City to implement a more efficient work schedule that is the most common and consistent in this country today.

The panel chairman in his decision on this matter has only served to compound an already unproductive work schedule by adding an additional twelve 24-hour days off per year for each member of the bargaining unit, thereby reducing their on-duty days at the station to approximately nine per month.

Very truly yours,


Arthur T. Carney
City of East Lansing
Panel Member