

BEFORE THE EMPLOYMENT RELATIONS COMMISSION

An Act 312 Arbitration Between:

ECORSE FIRE FIGHTERS ASSOCIATION,  
LOCAL 1990, IAFF, AFL-CIO,

-and-

MERC Case No. D91-D 0883  
Arbitrator: Kenneth Frankland

THE CITY OF ECORSE

AWARD

On August 27, 1992, a hearing was held at the offices of the Michigan Employment Relations Commission regarding the above-captioned matter. Appearing as counsel for the Union was Michael McFerren, and appearing as counsel for the City was Gary Danielson. The Arbitration Panel consisted of neutral Kenneth Frankland, chosen pursuant to the rules of the Michigan Employment Relations Commission and 1969 PA 312, and Union Delegate Arthur Andring and City Delegate Michael Kaysserian. Based upon the presentations and stipulations of the parties, the following award is rendered on the issues presented to the Panel.

UNION ISSUES

With respect to the Union's issues, the Panel makes the following award.

1. Wages:

Effective 7-1-91 -	3.5% increase
Effective 7-1-92 -	3.5% increase
Effective 7-1-93 -	4.0% increase

All increases are to be effective retroactive to the dates listed. A chart listing the wages for various ranks is attached as an addendum to this Award. This chart takes into account the award on City Issue 1, Shift Differential.

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2. Leave Accrual

Article 28 of the parties' contract will be changed as follows:

28.1: ~~Effective July 1, 1988,~~ e Each member of the Ecorse Fire Department shall be allotted ~~5~~ 6 - 24-hour days per year, not to accumulate more than 40, for the purpose of sick leave commencing at the beginning of each contract year. The current sick leave bank shall be frozen and used only in the event that an employee has already utilized his ~~5~~ 6 day per year allotment. One (1) sick day may be used as a sick/flex day per year. It is understood that twenty-four (24) hour notice will be given when taking a sick/flex day for other than sickness. Management may require proof of illness when a flex day is used without 24 hours notice.

3. Clothing/Cleaning Allowance

Article 22.1 of the parties' contract will be changed as follows:

22.1: The City shall pay to each member of the Ecorse Fire Department below the rank of Lieutenant a clothing allowance of Two Hundred ~~Fifty~~ (\$200.00 \$250.00) Dollars per year and a cleaning allowance of ~~Two Hundred Seventy Five~~ Three Hundred Twenty Five (\$275.00 \$325.00) Dollars per year. The City shall pay to each member above the rank of Sergeant a clothing allowance of ~~Two Hundred Fifty~~ (\$250.00) Three Hundred (\$300.00) Dollars per year and a cleaning allowance of ~~Two Hundred Seventy Five~~ (\$275.00) Three Hundred Twenty Five (\$325.00) Dollars per year. Both cleaning and clothing allowances shall be paid during a period in July in each year.

4. Food Allowance

Article 21 of the parties' contract will remain unchanged.

5. Pension

Article 43 of the parties' contract will be changed as follows:

43.11: Effective July 1, 1988, the Board of Trustees of the pension trust fund shall use a formula whereby the Board utilize total earnings for the consecutive 36-month period of employment selected by the Employee (excluding any lump sum payments which is not applicable to that period) divided by 3, multiplied by ~~60%~~ 2.5% multiplied by years of service, divided by 12, determines the monthly pension benefit. The retiring employee shall receive annual pension benefits payable monthly in said monthly amount subject to the following maximum ~~60%~~ 65% limitations.

43.14: A full retirement is an employee within at least 25 years service (which can include military service per Article 43.18 if purchased) or disability retirement. The formula for a full retirement is explained in

43.11. All employees with at least 20 years of service (which can include military service per Article 43.18 if purchased), but not yet 25 years of service may take an early retirement. This retirement will be reduced by ~~2.4%~~ 2.5% or the fraction thereof for each year short their full retirement. For example, an employee on his 20th year anniversary would select his 36 consecutive month period, divided by 3, multiplied by ~~48%~~ 50%, divided by 12, determines his monthly pension benefit.

43.17. Unless contrary to Michigan law, all employees hired after January 1, 1980, and including those hired after the signing date of this agreement, shall come under the MERS Plan B3, FAC3, F-50 (25 years) and earn benefits accordingly under that plan. The retirement earned percentage will be adjusted to 2.35% with retirement eligibility upon 25 years of service regardless of age adjusting said plan.

43.18. Employees may purchase upon approval of the City Council a maximum of four (4) years military service in the same manner as allowed in the City's MERS plan.

6. Residency

Article 37 of the parties' contract is changed in accordance with the Panel's Award in City Issue 11, at p. 5-6.

7. Schooling

Article 13 of the parties' contract will remain unchanged.

8. Minimum Manning

The parties' Memorandum of Understanding will remain unchanged.

9. Life Insurance

Article 25 of the parties' contract will be changed as follows:

25.1: The City shall provide each member of the Ecorse Fire Department with a death benefit of ~~Fifteen Thousand (\$15,000.00)~~ Twenty Thousand (\$20,000.00) Dollars on or off the job. The benefit shall provide for double indemnity for accidental death, whether occurring on or off duty. Additionally, the City shall provide the employee's spouse with a death benefit of Two Thousand (\$2,000.00) Dollars and the employee's dependent children with a death benefit of One Thousand (\$1,000.00) Dollars (under 6 month \$100.00). Retired Department members shall have a death benefit furnished by the City in the amount of Five Thousand (\$5,000.00) Dollars. Retired Department member's spouse and children shall have no death benefit.

With respect to the City's issues, the Panel makes the following award:

1. Shift Differential

Article 14 of the parties' contract will be deleted. The shift differentials indicated therein shall be rolled into the fire fighters' base wage effective July 1, 1991.

2. Hours of Employment

Article 15 of the parties' contract will be changed as follows:

15.4: The normal work schedule for all members of the firefighting division effective October 1, 1989 shall be 48 hours per week utilizing the three platoon system. The City possesses the right to change this schedule to 48 hours per week utilizing the two platoon system.

Additionally, Article 31 of the parties' contract is changed as follows:

31.1: All individuals holding a rank such as Captain, Lieutenant or Sergeant by way of example, shall continue to hold said rank and will not be demoted. ~~The city is not required to promote said employees (except pipemen until obtaining full pay grade [3 year] pay) nor if said individual terminates employment with the City, is the City required to replace that person and/or rank.~~ Moreover, the City will promote the fifteen (15) fire fighters who are members of the bargaining unit on the effective date of this Agreement to fill all vacancies occurring in the rank structure of the Department, whether by retirement, discharge, injury or otherwise. This promise to fill all vacancies by promotion of the current fifteen (15) fire fighters does not guarantee that the department will maintain any particular number of bargaining unit positions.

3. Wages

See Union Issue 1, supra.

4. EMT Pay

Article 19 of the parties' contract will be changed as follows:

19.1: In addition to firefighters regular yearly compensation set forth in Exhibits A-D, any member of the bargaining unit who is certified by the State as an Emergency Medical Technician shall receive \$1,000 per member per year to be paid in July for that fiscal year. Certificates certified by the State must be presented to the Chief by June 1 of each year to qualify for payment.

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5.&6. Hospital Insurance

Article 24 of the parties' contract will be changed as follows:

24.1: Each member of the Ecorse Fire Department and his family shall be covered by no less than Blue Cross-Blue Shield MVF-2 Plan, paid for by the City, including the drug rider with a ~~One (\$1.00)~~ Two (\$2.00) Dollar deductible.

Employees hired after January 1, 1992 selecting Blue Cross/Blue Shield Plan will be required to contribute to the cost of the insurance as follows:

Single Person Coverage - \$18.00

Two Person Coverage - \$34.00 Bi-Weekly

Family Coverage - \$37.00 Bi-Weekly

24.2 Each member of the Ecorse Fire Department and his family, after his retirement, shall be covered by no less than the Blue Cross-Blue Shield MVF-2 Plan, paid for by the City, including the drug rider with a ~~One (\$1.00)~~ Two (\$2.00) Dollar deductible. Employees hired after January 1, 1992 will be required to make the above cited co-payments upon retirement.

7. Vacations

Article 27 of the parties' contract will remain unchanged.

8.- 9. - 10. Payment for Duty Connected Injury

Article 24 of the parties' contract will be changed as follows:

29.1: In the event any employee is sick or is injured in the performance of his duty as a firefighter and/or EMT, whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his Worker's Compensation for the period of his disability in accordance with established procedures and the City Charter for up to two years.

29.2: All present benefits shall be maintained with the exception of Hospital, Medical and Dental benefits where the Employer's obligation to pay such benefits will terminate after two years.

29.5 After two years, a member remaining on Worker's Compensation may at his own expense remain in the City's Health Insurance Plan.

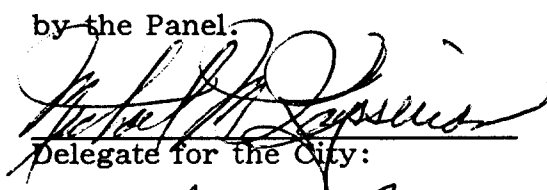
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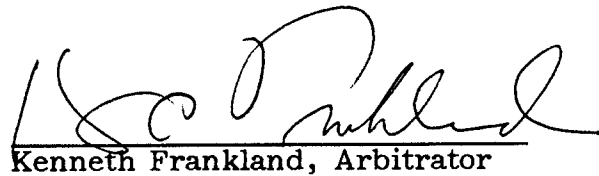
11. Residency


Article 37 of the parties' contract will be changed as follows:


37.1: The City shall not require residency in the City of Ecorse as a condition of employment for any employee, however, that such employee shall establish ~~a residence~~ residency in the United States within 20 miles of any border of the City of Ecorse.

This concludes the Award of the Panel. The signature of the delegates below indicates that the Award as recited herein is a true restatement of the Award as reached at the hearing. All tentative agreements reached in negotiations, as well as all mandatory subjects of bargaining contained in the prior contract, will be carried forward into the collective bargaining agreement reached by the Panel.

  
Delegate for the City:

  
Kenneth Frankland, Arbitrator

  
Delegate for the Union

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<u>Rank</u>	<u>Base with 14 Holidays</u>	<u>Bi-Weekly with 14 Holidays</u>	<u>Hourly Rate</u>	<u>Premium Rates 1½</u>	<u>14 Day Daily Rate</u>
Captain	\$41,368.38	\$1591.01	\$19.89	\$29.83	\$113.64
Lieutenant	40,009.63	1538.83	19.24	28.86	109.92
Sergeant	38,232.04	1470.46	18.38	27.57	105.03
Fire Fighter 3 years	35,024.63	1347.10	16.84	25.26	96.22
Fire Fighter 2-3 years	33,117.29	1273.74	15.92	23.88	90.98
Fire Fighter 1-2 years	32,383.12	1245.50	15.57	23.36	88.96
Fire Fighter 6 mos-1 year	30,580.79	1176.18	14.70	22.05	84.01
Fire Fighter 0-6 mos.	30,218.79	1162.26	14.53	21.80	83.02

Actual payroll rates will be based on four places beyond the decimal point.

<u>Rank</u>	<u>Base with 14 Holidays</u>	<u>Bi-Weekly with 14 Holidays</u>	<u>Hourly Rate</u>	<u>Premium Rates 1½</u>	<u>14 Day Daily Rate</u>
Captain	\$42,816.27	\$1646.78	\$20.59	\$30.88	\$117.63
Lieutenant	41,409.97	1592.69	19.91	29.87	113.76
Sergeant	39,570.16	1521.93	19.02	28.53	108.71
Fire Fighter 3 years	36,250.49	1394.25	17.43	26.15	99.59
Fire Fighter 2-3 years	34,276.40	1318.32	16.48	24.72	94.17
Fire Fighter 1-2 years	33,516.53	1289.10	16.11	24.17	92.08
Fire Fighter 6 mos-1 year	31,651.12	1217.35	15.22	22.83	86.95
Fire Fighter 0-6 mos.	31,276.45	1202.94	15.04	22.56	85.92

Actual payroll rates will be based on four places beyond the decimal point.

<u>Rank</u>	<u>Base with 14 Holidays</u>	<u>Bi-Weekly with 14 Holidays</u>	<u>Hourly Rate</u>	<u>Premium Rates 1½</u>	<u>14 Day Daily Rate</u>
Captain	\$44,528.92	\$1712.65	\$21.41	\$32.11	\$122.33
Lieutenant	43,066.37	1656.40	20.70	31.05	118.31
Sergeant	41,152.97	1582.81	19.79	29.69	113.06
Fire Fighter 3 years	37,700.51	1450.02	18.13	27.20	103.57
Fire Fighter 2-3 years	35,647.46	1371.06	17.14	25.71	97.93
Fire Fighter 1-2 years	34,857.19	1340.66	16.76	25.14	95.76
Fire Fighter 6 mos-1 year	32,917.16	1266.04	15.83	23.75	90.43
Fire Fighter 0-6 mos.	32,527.51	1251.06	15.64	23.46	89.36

Actual payroll rates will be based on four places beyond the decimal point.

**McGINTY, BROWN, JAKUBIAK, FRANKLAND, HITCH & HENDERSON, P.C.**

**ATTORNEYS AT LAW**

601 ABBOTT ROAD

**EAST LANSING, MICHIGAN 48823**

DENNIS E. McGINTY

BARRY C. BROWN

MARK W. JAKUBIAK

KENNETH P. FRANKLAND

THOMAS M. HITCH

CHARLES E. HENDERSON

TERRY MCKENNEY PERSON

THOMAS M. YEADON

RICHARD L. HILLMAN

DAN J. ZOLKOWSKI

TELEPHONE (517) 351-0280

FAX (517) 351-3583

OF COUNSEL:

VITTORIO E. PORCO

ADRIAN R. VINCENT

November 10, 1992

VIA FACSIMILE

Mr. Michael D. McFerren  
Attorney at Law  
1000 Farmer  
Detroit, Michigan 48226

Mr. Michael Kaysserian  
Industrial Relations, Inc.  
440 E. Congress  
Detroit, Michigan 48226

RE: City of Ecorse  
Ecorse Fire Fighters  
MERC Case No. D91-D 0883  
Act 312 Arbitration

Gentlemen:

I received the proposed stipulated order to finalize the award that was put on the record at our hearing on August 27, 1992. I am advised that there is a dispute regarding shift differential, whether it would be rolled into the salary schedule in the first year prior to the wage increase of 3.5 percent, or after the wage increase. I have had separate conversations with Mr. McFerren and Mr. Kaysserian and have a pretty good sense of the position of each party. Quite frankly, rather than exchanging briefs which would only repeat which was expressed on the telephone, I have an observation, or recommendation, which one and hopefully both of you can accept.

I understand this is not a significant monetary issue. The Union believes that since they are negotiating a new contract and will eliminate the Article 14 shift differential, those differentials should be rolled into the base wage effective July 1, 1991, as they perceive the parties presumably would have agreed to if it was June 30 or July 1, 1991. The City believes that there is an opportunity for double dipping because the employees have been working since July 1, 1991, and have in fact received the Article 14 shift differentials. They have a sense that if shift differentials are included prior to the agreed wage increase, that the employees will achieve a double benefit.

Given the fact that the parties have come a long way and have mutually resolved some very serious and complicated issues, it is the recommendation of the chair that the shift differential be rolled into the base wages effective July 1, 1991, and that the

## MCGINTY, BROWN, JAKUBIAK, FRANKLAND, HITCH &amp; HENDERSON, P.C.

Mr. Michael McFerren  
Mr. Michael Kaysserian  
November 10, 1992  
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wage increase of 3.5 apply to that figure. Once that number is calculated, the City would receive a credit for shift differential actually paid from July 1, 1991, through the effective date of the award and would re-compute what each member of the bargaining unit should receive retroactive to July 1, 1991.

Hopefully each party will see this as a win-win. If the parties were negotiating this matter on July 1, 1991, and made this agreement, it is more likely than not that the shift differential would have been applied prior to the wage increase. Since time has passed since July 1, 1991, and since some differentials have been paid, the City rightfully should receive credits against their new liability which started July 1, 1991.

My further recommendation is that upon review of this letter, that you either concur or non-concur and that the letter could be attached as an addendum to the award. It seems to me that the award itself need not be modified as this letter of agreement simply clarifies the mechanics of implementing Union issue #1 and City issue #1.

If this recommendation does not receive approval of either party, kindly contact the undersigned for additional discussions.


Very truly yours,

MCGINTY, BROWN, JAKUBIAK,  
FRANKLAND, HITCH & HENDERSON, P.C.

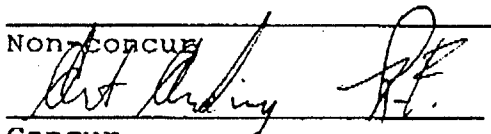
  
Kenneth P. Frankland

KPF:mld

County Delegate

  
Concur

Union Delegate

~~Non-Concur~~  
  
Concur

Non-concur