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Grosse Pointe, City of

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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

CITY OF GROSSE POINTE

and

GROSSE POINTE FIRE FIGHTERS
ASSOCIATION, LOCAL 1975

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FINDINGS OF FACT, OPINION AND AWARD
Pursuant to Act 312, Public Acts of 1969, As Amended

ARBITRATION PANEL

Julian Abele Cook, Jr., Chairman
Thomas W. Kressbach, Panel Member
John Watrobski, Panel Member

Issued March 30, 1976

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Jurisdiction of this Arbitration Panel to serve, and to render an Award, was obtained pursuant to Act 312 of the Public Acts of 1969, as amended (more commonly known as the "Police-Fire Fighters Arbitration Act"). Under the terms thereunder, Mr. Robert G. Howlett, Chairman of the Michigan Employment Relations Commission, appointed the following persons to serve as panel members hereunder:

John Watrobski (Nominee of the Grosse Pointe Fire Fighters Association, Local 1975)

Gilbert C. Cox, Jr. (Nominee of the City of Grosse Pointe)

Julian Abele Cook, Jr. (Chairman)

Subsequently, on January 14, 1976, and prior to the commencement of these proceedings, Thomas W. Kressbach was substituted for Gilbert C. Cox, Jr., as the representative of the City of Grosse Pointe on this Arbitration Panel.

The Grosse Pointe Fire Fighters were represented by Eugene R. Bolanowski, Esq. (30009 Schoenherr, Warren, Michigan).

The City of Grosse Pointe was represented by Gilbert C. Cox, Jr., Esq. (3001 West Big Beaver Road, Suite 624, Troy, Michigan).

Both parties approached, and entered, these proceedings in good faith. No questions of arbitrability was raised. No question was raised as to the legality or authority of the Arbitration Panel to determine the issues presented.

The City, as a municipal corporation, and by virtue of the provisions of the Public Employees Relations Act, may, and did, negotiate the wages, hours and working conditions of its employees with a recognized bargaining agent.

The Grosse Pointe Fire Fighters Association, Local 1975, is the recognized bargaining agent for all of the members of the Grosse Pointe Fire Department, including its sergeants and lieutenants.

The statute under which these arbitration proceedings came into being, and under which this Panel assumes its authority, presents certain specific criteria which must be considered prior to the rendition of an Award; to wit, namely:

1. The lawful authority of the Employer.
2. Stipulations of the respective parties.
3. The interests and welfare of the public and the financial ability of the unit of Government to meet these costs.
4. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - a. In public employment and comparable communities, and
 - b. In private employment and comparable communities.
5. The average consumer prices for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by employees, including direct wage compensation, vaca-

tions, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

7. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
8. 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.

Both parties agree and recognize that (1) all proceedings of this Panel have been properly conducted in compliance with Act 312, as listed above, (2) this Award is binding upon both parties, and (3) each party has the obligation to conclude an agreement in accordance with the Award of this Panel.

The interest and welfare of the public and the financial ability of the City to meet the increased cost, the comparison of wages, hours and conditions of employment in comparable communities, as well as the increase in the costs of living were factors which were considered by this Panel.

By mutual agreement, the 1973-1975 Collective Bargaining Agreement has been continued in full force pending the receipt of this Award. The relationship between the parties has been continued in

status quo. No objectionable practice has been made by and/or against either party.

The Union submitted the following issues for arbitration:

A. Economic

(1) Adoption of the following pay schedules:

Fire Fighter	\$17,250.00
Fire Sergeant	18,330.00
Fire Lieutenant	18,978.00

- (2) Uniform allowance for fire fighters in the amount of \$250.00. Officers - \$275.00. Or in the alternative, City furnishes all uniform and work clothing including shoes and pays for maintenance and cleaning expense.
- (3) Longevity to be paid at the rate of \$30.00 per year of service.
- (4) Life Insurance. Group life insurance in the amount of \$20,000.00 plus double indemnity or better provision of accident death and dismemberment.
- (5) Fully paid Blue Cross Blue Shield coverage equivalent to MVF-2 Plan with master medical, optical and drug rider.
- (6) Adoption of a Delta Dental Plan.
- (7) Establishment of a food allowance at \$300.00 per year per fire fighter.
- (8) Implementation of a cost of living allowance.

B. Non Economic

- (1) Establishment of a minimum manpower requirement for safety purposes.
- (2) An amendment to Article IX to the present Agreement between the parties which would include a conventional clause providing for arbitration of employee grievances. Final language will be presented at the hearing.
- (3) Overtime. All overtime should be paid at straight time and one-half. (instead of only at fires)

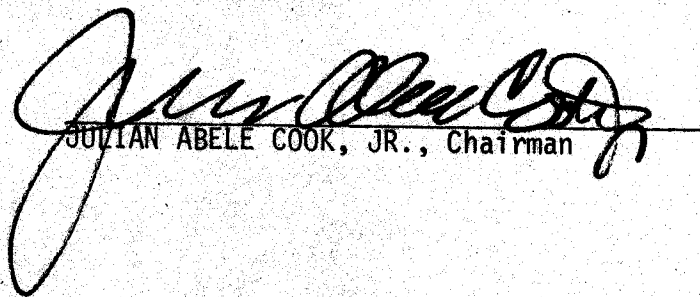
(4) The establishment of a specific sick leave policy with sick leave accruing at one and one quarter days a month for each month of service. Accrual of sick leave should be unlimited with accrual beginning from the date of hire for each employee. Payment of 100 unused sick days at the date of retirement at the individuals then existing wage rate. Presently the City of Grosse Pointe has no established sick leave policy.

(5) Injury Leave. Elimination of Section 5 in Article XII which limits an employee's entitlement to a full rate of pay for a job related injury. An employee injured in the line of duty shall receive full pay until he returns to work or obtains a disability pension.

The City, on the other hand, contends that:

1. The minimum manpower issue is not a proper subject for arbitration, asserting that the number of fire fighters to be employed is purely a management function which can not be delegated to this Panel.
2. The Arbitration Panel is not qualified to make determinations regarding safety.
3. Overtime, sick leave policy, and injury leave conditions are economic issues, and not non-economic issues (as presented by the Union).
4. An amendment to Article X of the present contract between the parties to provide for the lay-off of employees in the conventional order by rank should be adopted and incorporated into the Award.
5. Provision governing outside employment during non-duty hours should be added to the Award by this Panel.

Finally, this Arbitration Panel believes that the attached Agreement will satisfy the needs of the parties for the period of this direction. We trust that the constituency of both sides herein will be equally satisfied. The sincerity, as well as the genuine good faith efforts by both parties to this dispute, are to be commended.


SUZIAN ABELE COOK, JR., Chairman

Pontiac, Michigan

Dated: March 30, 1976