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MICHIGAN EMPLOYMENT RELATIONS

ACT 312

ARBITRATION CASE D80 D2632

CITY OF INKSTER

AND

INKSTER FIRE FIGHTERS ASSOCIATION

LOCAL 1577

Inkster, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

MERC Rec'd
March, 1983

Schwimmer, Shirley T.

HEARINGS in this Michigan Employment Relations Commission Public Employment 312 Arbitration Case D80 D2632, City of Inkster and Inkster Fire Fighters Association Local 1577, IAFF, AFL-CIO, were held on September 21, 22, 24 and October 6, 1982 in the Inkster Fire Station, Inkster, Michigan.

Panel members present were: Shirley T. Schwimmer, Chairperson, James Klobuchan, for the Employer, Lawrence McColl, for the Union.

Mr. Milton Spokojny, attorney of the law firm of Robert Harrison, P.C., appeared for the City. Mr. Ronald R. Halveston, attorney of the law firm of Marston, Sachs, Nunn, Kadushin & O'Hare, P.C., appeared for the Union.

The record consists of: sixty-nine (69) Exhibits, 640 pages of Testimony, Last Offer of Settlement of the parties and Post Hearing Briefs.

BACKGROUND

THE CITY of Inkster, a mostly residential and commercial community, is located in southwestern Wayne County. It covers an area of approximately 6.3 sq. miles with a population of approximately 35,000. The city has a number of main arteries running through it such as Michigan Avenue, Inkster Road, Cherry Hill, Annapolis Road, as well as a stretch of the Rouge River and railroad tracks of a commercial railroad.

The Fire Department consists of one station. The manpower of the department is composed of three (3) Lieutenants, six (6) Engineers, and twelve (12) Pipemen. Many of the firefighters are state-certified Emergency Medical Technicians. The department is administered by a Fire Chief and one Deputy Fire Chief.

The station is equipped with two (2) pumper trucks, two (2) rescue units, two (2) utility trucks, one (1) Chief's car and one (1) Deputy Chief's car.

The Fire Fighters work a three-platoon system in 24-hour shifts. Each shift has one Lieutenant, two (2) Engineers and four (4) Pipemen. One Pipeman is acting as an Engineer to replace an Engineer who has been temporarily assigned to the newly created position of Maintenance and Training Officer. The Contract provides for a minimum of two (2) fire fighters for each rescue call. The Contract requires seven (7) fire fighters in a platoon, and a minimum of five (5) professional fire fighters on duty at all times.

The parties finding they could not agree on a new three year contract extended their 1979 Contract for one year with a 7% wage increase for the fire fighters. In June, 1980 the Union filed a petition for Act 312 Arbitration. In March of 1982 the parties negotiated a Contract which was vetoed by the City Council. In September, this Act 312 Arbitration came on for Hearing.

The Act 312 Arbitration Award will be for the three fiscal years July 1, 1980 - June 30, 1981, July 1, 1981 - June 30, 1982, July 1, 1982 - June 30, 1983. There are three economic issues: (1) Hours, (2) Manpower, (3) Wages. Other issues have been stipulated to by the parties and such stipulations will be incorporated into the Award.

POSITION

I. HOURS

Public Act 604 provides for two options: Employers may continue the 56 hour schedule and pay overtime for all hours in excess of 216 in a 28 day cycle (an average of 54 hours per

week) or grant fire fighters an additional day off each quarter, reducing the work week to 54 hours.

UNION PROPOSES:

A 50.4 hour average work week which would result in an additional twelve (12) days off per year with no increase in manpower.

There is a trend toward reduction of fire fighters work hours. In comparable communities, Dearborn Heights has a 48 hour work week and Wyandotte a 52 hour work week. Six (6) communities have a 50.4 hour work week. The rest have a 54 hour work week or a 56 hour work week with weekly overtime.

CITY PROPOSES:

Reduce the average work week for the fire fighters to 54 hours per week. Overtime would be paid for all actual hours of work in excess of 216 hours in a 28 day cycle. Each fire fighter would get four (4) additional shifts off per year. This would place Inkster Fire Fighters with the majority of comparable communities. The estimated cost to the City would be \$1,777.00. The Union proposal would be \$5,279.00 and requires the hiring of two additional fire fighters.

II. MANPOWER

The present language of the Contract provides minimum levels of manpower. A minimum of five (5) professional fire fighters on duty. Each platoon consists of seven (7) professional fire fighters. The five (5) men platoon guarantee will provide a two (2) man rescue team. Furthermore, the City agrees expressly not to employ or utilize volunteers or auxiliary Fire Fighters for the purpose of laying off or replacing members of the Union.

UNION PROPOSES:

The language presently in the Contract, Article XXXVIII,

the letter of understanding of April 1, 1978 and Memorandum of Agreement of February 14, 1980 be retained. (April 1, 1978 and Memo of February 14, 1980 pertain to volunteers and settlement of arbitration award of platoon strength.)

The minimum manpower provision has been in the Contract for over 10 years. The most important factor of adequate manpower is safety to the community and to the fire fighters. It is probably one of the most hazardous professions.

The American Insurance Association recommends four (4) men per company as an absolute minimum, and five (5) or even six (6) men are preferable. Ideally minimum manpower levels should be increased, not reduced or eliminated.

Many alarms in Inkster are responded to with only two (2) or three (3) fire fighters which can result in an extremely dangerous situation for any citizen involved and for the few fire fighters who must control the fire during the first critical minutes as well as effectuate rescue operation.

The number of runs for 1981 was higher than 13 of the 16 comparable communities many of which are larger or more populated than Inkster. In the relationship of alarms to manpower each fire fighter in Inkster responds to more alarms than any fire fighter in any of the comparable communities.

The concept of mutual aid was heavily emphasized by the City. However, because of time delays it cannot be relied upon to rescue victims or save a burning building. The primary duties of a mutual aid company upon arrival at a fire scene would be to contain the fire.

The current provision is an irrevocable minimum. Under no circumstances should there be an attempt to fight fires with fewer men, for to do so would endanger public safety. The "interest and the welfare of the public" must take precedence over all other factors.

The City is obviously attempting to reduce the number of fire fighters as it has in the past. The cost to the community would be greater than the monetary savings of reducing manpower.

The City has not produced any evidence to support its proposal to modify the status quo. It has been held where an Employer proposes a change in the status quo without presenting convincing and compelling evidence to support a change, nor evidence of a drastic change in circumstances since a prior arbitral decision, the Employer has not met its burden, and the status quo must continue.

"Managements rights" is no talismatic concept, but public safety is a very real and important concern.

CITY PROPOSES:

The City's ability to pay must be looked at as the paramount issue facing the panel and manpower is part of the issue of ability to pay, (more fully addressed under ability to pay). Every department in the City has suffered some sort of cutback in revenues, or some sort of lay-off and/or failure to replace personnel positions except for the Fire Department, and that was due to the minimum manpower provisions in the collective bargaining agreement.

The manpower provision infringes upon the prerogative of management to reallocate the resources that are available and as such should be eliminated from the Contract.

The issue is really one of effectively and safely fighting a fire. Ideally any city would want to be freed of economic constraints so it could employ sufficient numbers of people to handle every conceivable emergency; however, such is not the case. There are reasonable alternatives to effectively, safely and economically fighting fires, such as utilization of volunteer fire fighters and more effective use of the Mutual Aid Pact.

Of critical importance is whether Inkster can, with the proposed minimum of eighteen (18) fire fighters deployed at the discretion of the Chief, meet the everyday challenges of fire-fighting.

The vast majority of all alarms occurring in the City are wash downs, car fires, grass or dumpster fires. They can effectively be fought with a booster line by one or two fire fighters.

There are 20 to 21 cities that are signatories to the Mutual Aid Pact. There is nothing preventing a fire fighter from calling one of the Mutual Aid cities as he is leaving the station to respond to a fire rather than waiting to call after his arrival at the fire.

The present language interferes with the Chief's prerogative as far as staffing and deployment of personnel.

In 1981-82 there were 36 two men responses logged, and in 1982-83 (up to time of Act 312 hearing) there were 14 two-men responses and no injuries were sustained by fire fighters on these two-men responses.

Presently in all fire runs one fire fighter is left back at the station as a dispatcher to monitor phones. By utilizing a central dispatch system, as is the case in several surrounding communities, a manpower savings could be realized without sacrificing any service and safety to the community. By adopting the City proposal there would be no diminution in the effective strength of the department to fight fires and to respond to other emergency situations such as life support runs.

Of the comparable communities, the majority of the cities did not have minimum manpower clauses in their labor agreements.

III. WAGES

The Union and City arguments concerning ability to pay are under a separate heading.

UNION PROPOSES:

A 7% increase across-the-board for all ranks and classifications of employees for each of the three years of the Contract.

The Fire Department is the only City department that has not received any wage improvement since 1979. All other departments received either 7% or 8% increases in 1980, and two received 8% increases in 1981.

The Department Heads, Deputies and other non-classified employees who are not Union represented and had no contract with the City received an 8% increase in 1980.

The City is wrongfully punishing its fire fighters for not having settled their contract two years ago. These employees cannot be expected to survive these times of inflation on 1979 wages.

Inkster fire fighters currently rank 19th out of 21 communities with respect to wages. If the Union proposals were accepted they would rise to the top, subject to change, because several of the comparable communities are presently in negotiations or Act 312 Arbitration. If the City's proposals were adopted, Inkster would move from 19th to 17th, only two steps from their present rank.

The consumer price index increased much more dramatically from 1978 through 1980 than the fire fighters' wages. From July, 1979 to July, 1980 the CPI rose 14%; fire fighters' salaries rose 7.5%. In 1980-81 the CPI rose 10.6%; fire fighters' wages remained unchanged. These employees would have received

an annual salary of \$27,988.00 in July 1981 if their wages increased at the inflationary rate. This the Union is not suggesting. It proposes reasonable increases to take the bite off inflation. The Contract contains no COLA, and the Union is not proposing one. The Union proposes a fair and equitable wage increase which, in the light of inflation and salaries in the comparable communities, is reasonable.

CITY PROPOSES:

No increase the 1st year, 3-1/2% increase the 2nd year, and 3-1/2% increase the 3rd year.

The City's offer is based on its ability to pay. The City is in a crisis budgetary position which the Union has failed to rebut and would face insolvency should the panel adopt the wage demands proposed by the Union. The cost to the City of a 7% across-the-board pay increase would be astronomical - \$43,050.00 for a one-year 7% wage increase, \$270,355.00 for three-years at 7%.

The ability to pay even the City's offer is premised on a reduction in the minimum manpower from the present 21 fire fighters to a minimum manpower of 18.

IV. ABILITY TO PAY

CITY:

The paramount issue facing the panel is the City's ability to pay for the economic demands. At present the City is in an extremely precarious financial position.

The City which on June 30, 1977 in the unreserved general operating fund showed a balance of \$95,700.00 has steadily declined, so that in 1982 there was a \$142,000.00 deficit, and 1983 shows a planned deficit of \$142,000.00.

The "Governmental Fund Types" which includes the general,

special revenue, debt service, capital projects and special assessment funds is just as bleak. In 1977 there was a balance of \$1,276,000.00. In 1982 a \$7,000.00 deficit.

Inkster's cash position as of June 30, 1982 as to the general operating fund showed virtually no cash on hand. There was \$3,000.00 available. From 1977 to 1982 the cash position of the governmental fund types has declined about 25% which points to a "cash poor" rating. Specifically, June 30, 1982, there was \$320,000.00 or approximately 9.8% of cash to total assets.

All three fund types, general, governmental and all fund types reveal a significant downward trend in the City's ability to satisfy current obligations. The general fund showed a crisis financial situation for June 30, 1982 with \$3,000.00 in cash on hand and \$1,035,000.00 in current unpaid bills. This left the City with a negative liquidity position of \$1,032,000.00 at year's end. Granted that this amount does not reflect any accounts receivable, however, money not in the City's coffers certainly is not money that can be spent.

CETA funding from grants has been drastically reduced from \$825,000.00 in 1977 to only \$90,000.00 in 1983.

The decline in the City's population reduced the per capita revenue allocations received from State and Federal revenue sharing.

The decline in state employment and economic activities reduced the City's share of state income, sales and single business tax receipts.

The City has taken numerous steps to increase revenue and reduce expenditures. Property taxes have been increased. 40.3% of the total general fund in 1977 was collected from property taxes. In 1983 general fund taxes from this source will

be 55.2%. In 1980 Inkster had the lowest state equalized valuations (S.E.V.) of the comparable communities and the highest tax rate.

The City has laid off 20 employees. 52 jobs were eliminated by layoffs or not refilling vacant positions when employees retired or resigned. 75 part-time employees were eliminated from the budget.

Various City facilities were closed such as the ice arena and civic center. The hours of the recreation complex were reduced. Many programs were eliminated due to lack of personnel and facilities.

The Fire Department was the only department in the City that has thus far been exempt from the austerity program.

UNION:

The purposed deficit is a result of poor budgeting and mismanagement of City funds.

For the past five years the City has allowed cash advances from the General Operating Fund to the Water and Sewer Fund so that its water bills from the City of Detroit could be paid on a current basis and to avoid a 5% penalty levied by Detroit for late payments. Inkster has authority to charge its own users a 10% late fee. The City would prefer to collect the 10% fee from its users without having to pay the 5% charge to Detroit. Obviously, the City is hoping to attain the best of both worlds.

As of June 30, 1982 the Water and Sewer Fund -- a fund which should be self-sustaining -- owed the General Fund a total of \$870,000.00. As of the dates of these hearings, no provision had been made for repayment. The City claims it has engaged in aggressive efforts to collect past due monies from its water

users; however, the \$645,000.00 which was due in 1977 has grown to an astounding \$1,774,000.00.

Since the City did not succeed in its efforts to collect directly from the water users, it began placing these unpaid water bills on the tax rolls, thereby requiring the mortgagors of homeowners to pay the bills and in turn increase its monthly mortgage rates. In addition Inkster belongs to the Wayne County Revolving Fund, which pays these dollars to the City with some time lag. For instance, the City placed approximately \$400,000 of unpaid bills on the rolls in July, 1981 and \$500,000 in July, 1982. The County would have paid the 1981 amount in November, 1982 and the 1982 amount should be received in November, 1983. Hopefully, these monies will be returned to the General Fund, and, will be available for fair and equitable increases for the Fire Department.

Another example is the advance from the General Fund to the Housing and Redevelopment Commission (a completely separate entity) in the amount of \$210,000.

Certainly, the City here cannot be permitted to disguise its budgeting improprieties as financial disaster in an attempt to bypass its firefighting employees in the area of fair and equitable wage and benefit increases. Moreover, this panel must acknowledge that an inability to pay argument is not the foundation upon which to base an opinion and award. It is a shaky foundation at best, covered over with ill-conceived, confusing notions about fiscal responsibility, and is overshadowed by the more reliably proven factors of comparable benefits, cost of living indices, and the need for the public to be provided a well-paid, adequate firefighting force.

DISCUSSION AND FINDINGS

THERE ARE three economic issues presented for discussion

and decision by the Arbitration Panel: I. Hours of work, II. Manpower, III. Wages for the three years 1980-81, 1981-82 and 1982-83.

The Criteria provided by statute:

423.239 "Basis for findings, opinions, and orders."

Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (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 these 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."

I. HOURS OF WORK

The City proposal of 54 hours per week and overtime for all hours in excess of 216 hours in a 28-day cycle is accepted.

Of the comparable communities, Dearborn Heights has a 48-hour week and Wyandotte a 52-hour week. Six cities, Allen Park, Ecorse, Lincoln Park, River Rouge, Southgate and Taylor have a 50.4-hour week. Thirteen of the cities, a majority, work an average of 54 or more hours.

To grant the Union proposal of a 50.4 hour week would unnecessarily increase the costs to the City.

In granting a 54-hour week the costs to the City are reasonable. The City is brought into compliance with Act 604 of 1979, and moves into the ranks of the majority of the comparable communities.

II. MANPOWER

The Union proposal to retain the present minimum manpower language in the Contract is accepted.

The language of Article XXXVIII has been in effect for at least 10 years. The Union claims it has in past negotiations made many sacrifices to retain this language as a protection of the health and safety of the fire fighters and for the safeguarding of the residents and property of the City.

Article XXXVIII. (c) Platoon Strength

1. There shall be at all times a minimum of five (5) professional fire fighters on duty, to protect the health and safety of the employees in the Fire Department, and to provide the minimum manpower essential to properly operate the equipment and fight fires effectively to protect the life and property of our citizens.
2. Each platoon shall consist of the presently scheduled manpower, seven (7) professional fire fighters, the Fire Marshall shall not be assigned to duty on a platoon to fulfill the provisions of this clause.

3. The City and Union shall cooperate fully in matters of safety, health and sanitation affecting employees. In the event manpower shall for any reason fall below the minimum strength provided in this section, such shortage shall be filled by overtime work.
4. The five men platoon guarantee will provide a two-man rescue team at all times.

The City in seeking to change the long entrenched language of the article must shoulder the burden of proof. They must present clear and convincing evidence as to any changes in circumstances since the language was adopted which would require a change in language. It must also present a clear and comprehensive plan as to how these changes are to be implemented. This the City has failed to do.

The City argues it is fiscally unable to maintain a 21 man department.

The City has already sustained the vast bulk of the costs of maintaining a 21 fire fighter department. This Contract, which is retroactive to July 1, 1980, will expire on June 30, 1983 some four months after this award will be issued. The monies saved by changing the language would be a savings of three (3) men for a four-month period, not counting the monies the City would have to pay the three fire fighters who would be laid off.

The language of the Manpower clause is not sacrosanct. It can be changed but not in this particular Contract. I understand and agree with the City's desire to have more flexibility in managing its affairs. I understand, and the fire fighters should understand, they cannot remain free from sacrifices other City employees have had to make. However, before this Chairperson of the panel orders the changes, the City must present a more comprehensive plan of how it intends to provide for the health and safety of the fire fighters and the people and property of the City than was presented in these hearings.

The evidence presented at the Hearings has convinced me the proper response to a fire alarm should whenever possible be three (3) fire fighters.

The City of Inkster with only 6.3 square miles presently has more runs per fire fighter than any comparable community, (it has two rescue runs to each fire run). In the period 1981 to the date of these hearings, there were 50 alarms where only two (2) fire fighters were available, and this was with a 21 fire fighter department. It is true that the majority of fire alarms are for washdowns, car fires, grass and dumpster fires and can easily be handled with a booster line hooked to the truck. However, the testimony of Chief Evons, Chief Groth and Lt. Leskum indicates two (2) fire fighter runs are not the safest procedure. Fire fighters do not know with any certainty the exact nature or full extent of the fire until their arrival at the scene. It must be remembered that fire alarms are not calls for fire prevention - a fire of an undetermined nature is actually in progress. To be understaffed poses a danger to all, fire fighters, citizens, properties and the City.

The City proposes to replace the present fire fighter dispatcher with the installation of communication equipment which will allow for the transferring of emergency calls to the Police Department whenever necessary. This does not entirely address the problem of only two (2) fire fighters being available to answer an alarm since this system is predicated on 18 fire fighters.

The City is a signatory of a Mutual Aid Pact with some 20 other adjacent communities. The City proposes the fire fighters call for Mutual Aid before they leave the station. As stated before, the fire fighters usually do not know when they leave to answer an alarm how severe the fire will be until they arrive

at the scene. It is at this point the officer in charge makes the decision to call in help from a Mutual Aid city. Often several cities must be called before mutual aid can be obtained. This creates a delay in fire equipment and personnel arriving at the scene which may permit the fire to spread and prolongs controlling of the fire. The delay in arrival may also delay needed rescue operations.

The first responsibility of any fire department is to the citizens of its own community. Mutual Aid depends on all members depending first on themselves. Mutual Aid is a back-up system, it supplements the City's obligation to its citizens. Mutual Aid does not relieve the City of its responsibility to provide basic fire protection for its residents and their property. Mutual Aid is an addition to the firefighting capacity, not a substitute for fire fighting capacity.

VOLUNTEER FIRE FIGHTERS

This issue is not properly before this arbitration panel. At the commencement of the arbitration hearing it was made clear and definite that except for the issues contained in the petition, all other issues had been satisfactorily adjusted, settled, compromised or waived by the parties. The issue of volunteer fire fighters was not on the table and no bargaining took place on this issue; therefore, all language pertaining to volunteer fire fighters as they presently appear in the contract and memorandum will remain in the Contract.

III. WAGES AND THE ABILITY TO PAY

After having carefully examined and weighed all of the testimony and the exhibits as well as the arguments presented by the parties, and carefully applying the criteria set forth in Act 312, I have come to the following decision concerning the wage increases to be granted:

PARTIES PROPOSAL FOR WAGE INCREASES:

Effective July 1, 1980

	<u>Union Proposal</u>	<u>City Proposal</u>
Fire Fighter (Full Pay)	\$23,083.11	\$21,573.00
Engineer (Full Pay)	23,872.77	22,311.00
Lieutenant	26,441.84	24,712.00

Effective July 1, 1981

	<u>Union Proposal</u>	<u>City Proposal</u>
Fire Fighter (Full Pay)	\$24,698.92	\$22,328.00
Engineer (Full Pay)	25,543.86	23,092.00
Lieutenant	28,292.76	25,577.00

Effective July 1, 1982

	<u>Union Proposal</u>	<u>City Proposal</u>
Fire Fighter (Full Pay)	\$26,427.84	\$23,109.00
Engineer (Full Pay)	27,331.93	23,900.00
Lieutenant	30,273.25	26,472.00

The fire fighters are to receive no increase for the year 1980-81. They are to receive a seven percent (7%) increase for the year 1981-82. They are to receive a three and one-half percent (3.5%) increase for the year 1982-83.

In making this award I have carefully computed the costs to the City of Inkster for the base salary of the 21 fire fighters. The difference in costs for the City between the three and one-half percent for each of the last two years of the contract offered by the City and the seven percent and three and one-half percent granted in the Award is \$36,897.00.

Cost of increases for the three years (rounded off):
no increase the first year, 7% increase the second year, 3½% increase the third year.

Fire Fighter	\$21,573 + 7 % \$1,510 =	\$23,083
(full pay)	\$23,083 + 3½% \$ 808 =	\$23,892
12 Fire Fighters X		\$ 3,828 = \$45,936
Engineers	\$22,311 + 7 % \$1,562 =	\$23,873
(full pay)	\$23,873 + 3½% \$ 835 =	\$24,709
6 Engineers X		\$ 3,959 = \$23,754
Lieutenants	\$24,712 + 7 % \$1,730 =	\$26,442
(full pay)	\$26,442 + 3½% \$ 925 =	\$27,367
3 Lieutenants X		\$ 4,385 = \$13,155
Total Back Pay		\$82,845
Minus Cost of City Package		<u>45,948</u>
		\$36,897

I have based my decision on the following comparables: the Fire Fighters are the only department not to have suffered any reduction in personnel; they are also the only department that has received no increase over the three-year period.

Inflation has abated in the last year; however, the CPI rose 10.6% in the period 1980 to 1981. The fire fighters have no COLA and no increase.

Inkster fire fighters are 19th out of 21 comparable communities; this will move them up to 15th out of 21 communities.

FULL-PAID FIRE FIGHTERS AS OF 7/1/82

1.	Birmingham	\$26,114
2.	Plymouth	26,095
3.	Dearborn	25,456
4.	Dearborn Heights	25,360
5.	Westland	25,239
6.	Wayne	25,070
7.	River Rouge	24,955
8.	Ypsilanti	24,800
9.	Trenton	24,764
10.	Allen Park	24,750
11.	Madison Heights	24,312
12.	Southgate	24,287
13.	Garden City	24,200*
14.	Taylor	24,137*
15.	Melvindale	23,423
16.	Ferndale	23,400
17.	Wyandotte	22,612
18.	Lincoln Park	21,848
19.	INKSTER	21,573
20.	Ecorse	20,850

* 1981 rate; 1982 figures not available, or in negotiations.

The City has emphasized repeatedly it does not have the ability to pay an increase greater than its offer. The City is in a cash poor financial condition, of that there is no doubt. Like other governmental units in Michigan it is suffering from the poor economic conditions that prevail in the state. It has lost population, it has many residents who are out of work. Its income from revenue sharing from the federal and state government has been cut. It has a low SEV and a high tax rate. These

are factors over which it has no control.

There are policy decisions which the City has every right to make, but which have contributed to the financial position of the City.

The City advanced money from the General Fund to the Water and Sewer Fund and the Inkster Housing and Development Fund, both of which are supposed to be self-sustaining. The City has made valiant attempts in the last few years to collect on unpaid Water and Sewer bills by placing uncollected funds on the tax rolls. Some of this money will never be collected; some of the monies collected will not be paid from the Wayne County Revolving Fund until the year after they became due. Even if all the money due from the Water and Sewer fees became available, not all of it would be available for a salary increase. The money lent to The Housing & Development Fund will not be repaid to the General Fund in the near future.

The money available to pay for the difference between the 7% granted and the 3½% offered can be drawn from: the Water and Sewer Fund collected, the Workman's Compensation Fund (the City is self-insured for the first \$150,000.00), and the Contingency Fund.

The City has the ability to pay the wage increase granted in this Award. The City is not on the verge of bankruptcy. Although it is in a deficit position, it is not at its maximum tax rate. The City in 1982 reduced its millage 1.5 mills which a governmental unit would not do if it were on the brink of bankruptcy.

Shirley T. Schwimmer
Chairperson

AWARD

AWARD

I. HOURS OF WORK

ARTICLE VIII - HOURS OF WORK

Amend Article VIII, subsections (a) through (d), to read as follows:

- "(a) The hours of duty shall be so established by the Fire Chief that the average weekly hours of duty in any year other than hours during which such members may be summoned and kept on duty because of a conflagration of major emergencies, shall not exceed fifty-four (54) hours.
- (b) The tour of duty for the day shift shall consist of eight (8) hours between the hours of 7:00 a.m. and 7:00 p.m. -- excluding eating periods.
- (c) The tour of duty for the twenty-four (24) hour shift shall be twenty-four (24) hours on duty and not less than twenty-four (24) consecutive hours out of any forty-eight (48) hour period off duty.
- (d) Employees shall be permitted to voluntarily trade work or leave days subject to departmental manpower requirements and the approval of the Fire Chief or his designated representative. The firefighting personnel recalled to duty because of emergencies shall be compensated for the actual time worked but not less than two (2) hours. Such compensation shall be in accordance with Article IX-Overtime."

ARTICLE IX - OVERTIME

Amend Article IX, subsection (a), to read as follows:

- "(a) Overtime pay shall be paid for employees of the firefighting division for all work in excess of their regularly scheduled work day (twenty-four [24] consecutive hours) or work week (fifty-four [54] hours). In addition, employees shall be paid overtime for all actual hours worked in excess of two hundred and sixteen (216) hours in a twenty-eight (28) consecutive day period (cycle). Such overtime shall be paid at one and one-half (1-1/2) the employee's prevailing hourly rate, which for the purpose of this Agreement shall be deemed to be the annual salary for such employee, divided by 2,808 hours."

AWARD

II. MANPOWER

Article XXXVIII. (c) Platoon Strength

1. There shall be at all times a minimum of five (5) professional fire fighters on duty, to protect the health and safety of the employees in the Fire Department, and to provide the minimum manpower essential to properly operate the equipment and fight fires effectively to protect the life and property of our citizens.
2. Each platoon shall consist of the presently scheduled manpower, seven (7) professional fire fighters, the Fire Marshall shall not be assigned to duty on a platoon to fulfill the provisions of this clause.
3. The City and Union shall cooperate fully in matters of safety, health and sanitation affecting employees. In the event manpower shall for any reason fall below the minimum strength provided in this section, such shortage shall be filled by overtime work.
4. The five men platoon guarantee will provide a two man rescue team at all times.

AWARD

STIPULATIONS

ARTICLE XXI - LEAVE OF ABSENCE WITHOUT PAY

Add subsection (e):

An employee on leave without pay or on long-term disability shall notify the City in writing at least every thirty (30) days of his whereabouts while on such leave of absence. However, an employee shall not be disciplined for leaving the State of Michigan while on leave without pay or long-term disability.

ARTICLE XXXXII - RESIDENCY

All persons covered by the terms of this Agreement must, as a condition of continued employment, live and maintain residency within Wayne County, Michigan; except that to the east of the City of Inkster, I-75 from where it intersects Fort Street north to .8 Mile Road shall be the eastern boundary. Effective October 1, 1982, new employees shall be required to live within the corporate limits of the City of Inkster.

ARTICLE XXXVII - NEW TRAINING AND EDUCATION

Add a new paragraph:

Fire fighters are required to be EMT certified within two (2) years after starting date and for those currently employed who are not certified, two (2) years from October 1, 1982; except Lieutenants are not required to be EMT certified.

ARTICLE XXXII - JOB CLASSIFICATION AND PAY PLAN

Add the following to subsection (a):

3. EMT PREMIUM PAY

EMT premium pay shall be provided to one employee per shift. The employee to receive such pay shall be designated by the shift commander. A flat rate of Fifty (50) cents per hour for the one employee for the 24-hour shift shall be paid effective October 1, 1982. EMT pay will be provided in the employee's regular paycheck.

ARTICLE L - INCOME PROTECTION DISABILITY

Substitute subsection (c) with the following:

- (c) Monthly benefits for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in firefighting duties due to sickness or accidental bodily injury. If employee is certified by qualified physician as being unable to engage in any gainful occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.

STIPULATIONS

ARTICLE XXVI - HOSPITALIZATION INSURANCE

Substitute subsection (b) with the following:

- (b) The City shall provide coverage equal to or better than that described as the MVF-1 Comprehensive Hospital and Preferred Group Benefit Plan with Master Medical Supplemental Benefit, Prescription Drug Group Benefit, Family Continuation Rider and Dependent Rider.

ARTICLE XXXIII - PAY CHANGES

Substitute subsection (b) 6 with the following:

- (b) 6. Service out of job classification.
Whenever an employee covered by this agreement temporarily performs the duties of a job classification higher than his permanent job classification, under orders from or for the convenience of the City, such employee shall be compensated in the amount specified for that particular job classification, on an hourly basis, for all hours worked in the higher classification. The City agrees not to shift employees out of the higher job classification for the sole purpose of avoiding payment at the higher rate for service in the higher job classification.

AWARD

I HOURS OF WORK

The final offer of the City of Inkster is accepted. The work week is to be reduced from fifty six hours per week to fifty four hours per week. Effective upon the issuance of this Award.

II MANPOWER

The final offer of the Fire Fighters Union is accepted. The minimum manning language of Article XXXVIII is to be retained as it presently appears in the contract.

III WAGES

The wages shall be increased as follows:

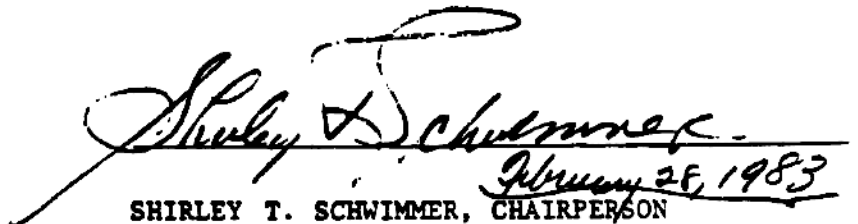
First year, no increase.

Second year seven per cent increase.

Third year three and one half percent increase.

IV STIPULATIONS

The Stipulations of the parties are incorporated and made part of this Award


SHIRLEY T. SCHWIMMER, CHAIRPERSON

