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11/19/70
ARB

Lansing City

IN THE MATTER OF ARBITRATION

between

Lansing Fire Fighters Association
(Local 421, International Association of Fire Fighters, AFL-CIO)

and

The City of Lansing

11/19/70

Pursuant to Act No. 312,
Michigan Public Acts of 1969

Arbitration Panel:

M. S. Ryder, Chairman
Daniel J. Bodwin, City Designee
Simon Chapple, Association Designee

Appearances

For the City:

Thomas N. Braxton

For the Association:

Ronald R. Helveston, Attorney
(Rothe, Marston, Mazey, Sachs & O'Connell)

Gary L. Thomas, President, Local 421

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Opinion

I

Preliminary

This opinion has been written by the Chairman. In its writing he has considered and has been aided by the views and suggestions of the other members of the Panel. Concurrence by any members of the Panel in the Awards made does not necessarily signify complete agreement with all that the Chairman may say in connection with the subject matter relating to the Awards. But by signifying his concurrence, a Panel member does indicate general agreement with the stated basis for the disposition by Award of the issues considered by the Panel.

II

Procedural Account

The Association is the recognized bargaining agent for all of the City's fire department employees excluding the Fire Chief and providing as an issue before this Panel whether or not the Assistant Fire Chief is covered in the bargaining unit.

The parties have engaged in bargaining for a number of years and were last contractees to a two year labor agreement covering the period from July 1, 1968 through June 30, 1970.

On March 12, 1970 the President of the Association addressed a letter to the City's Personnel Director requesting the immediate (and by no later than April 1st) commencement of negotiations regarding changes in wages, fringe benefits and other working

conditions to be effective July 1, 1970 upon expiration of the then current agreement. In this letter the Association set-forth certain proposed changes. The Personnel Director responded in a letter dated March 20, 1970 suggesting that negotiations commence on May 7th. The Association responded in a letter dated April 7th asserting that the suggested starting date of May 7th was not acceptable to it as being much too late for certain reasons it then advanced in this letter. The Personnel Director responded in a letter dated April 13th stating that his schedule would not permit starting before May 7th and urging the Association's acceptance of this date. On April 23rd the Association addressed a letter to the Michigan Employment Relations Commission requesting mediation and stating that if mediation (including fact-finding, if ordered) was not completed in 30 days then it may initiate arbitration proceedings under Act No. 312. On May 4th, claiming no mediatory intervention on the part of the Michigan Employment Relations Commission up to that date, the Association accepted the City's proposed first negotiating date of May 7th.

The parties then met jointly on May 7, May 11, May 19, June 23 and June 25 and individually with a mediator of the Michigan Employment Relations Commission late in May and on July 1 and July 7. While proposals and counterproposals on some economic and non-economic matters were exchanged at some points at several of these meetings, the bargaining was of a cursory and superficial nature. They remained and ended these meetings far apart on wage and most fringe money matters.

In the meanwhile, on June 25, the Association by letter notified the City's Personnel Director, with a copy to the Michigan

Employment Relations Commission, that it was initiating arbitration proceedings under Act No. 312, and designated therein Mr. Simon Chapple, State AFL-CIO Legislative Representative and a former president of the state Fire Fighters Association, as its representative on the Panel of Arbitrators. On July 14 the City designated Mr. Daniel J. Bodwin, the City's Personnel Director, as its representative on the Panel. On July 27 the Association's attorney, Mr. Ronald R. Helveston, requested in writing of the Chairman of the Michigan Employment Relations Commission that he appoint an impartial Chairman of the prospective Panel. This he did do on August 5 appointing the Undersigned, Meyer S. Ryder of Ann Arbor, Professor of Industrial Relations at the Graduate School of Business Administration, University of Michigan.

Thereafter an organizational hearing meeting of the Arbitration Panel was held in Lansing on August 19. Hearing meetings were held by the Panel in Lansing on September 17, 18, 24, 25 and October 1 and 2. At these hearings the parties were given full opportunity to present testimonial and documentary evidence in support of the positions they took on the bargaining issues they each claimed to be in existence between them. A verbatim reportorial transcript of the proceedings was taken. During the organizational hearing meeting on August 19 and on the hearing day of September 18 the parties stipulated and agreed, as was their right under Act 312, that the hearing period would be extended until such time as both the City and the Association had fully presented and completed their cases on all of the issues involved in this arbitration proceeding. The formal hearings were concluded on October 2. The parties rested their cases subject to their filing post-hearing

briefs several weeks after their receipt of the transcript of the hearing proceedings. These briefs would be summations in argument of the positions the parties took at the hearings. The transcript was delivered to them much later than the estimated delivery time. Agreeing that their positions and argument on the issues had been adequately presented in the record made at the hearings, and in order to obviate any more delay, the parties waived the filing of post-hearing briefs. Accordingly, the hearings were considered as concluded when the transcript was delivered to the Chairman of the Panel on October 29.

The Panel met in executive sessions in Ann Arbor on October 29 and 30 and November 6 to consider the issues and its proposed Awards. On October 29 it was agreed to extend the 30-day period statutorily required in which to issue an opinion and Awards, if necessary.

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Pursuant to Act 312 and particularly to Sections 6, 8, 9 and 10 thereof, the Panel hereinafter proceeds to make its findings of fact and promulgates its opinion and awards upon the issues presented to it and the record made before it:

At the outset it should be stated that the parties in all of the past years of their bargaining and reaching understandings had never enscribed all of these in a full and embrasive written labor agreement. Usually they merely enscribed the economic terms they agreed upon. In fact, during the period July 1, 1966 to June 30, 1968 they had no written understandings whatsoever. They were participants in fact finding proceedings under the aegis of the

State of Michigan Labor Mediation Board in 1966 and 1968 and reports and recommendations were issued by hearing officers in connection with those proceedings.

In the proceedings before this Panel under Act No. 312 the parties were willing to approach these proceedings with a general understanding that an ordinary full and embracive written labor agreement between them was now desirable, if possible. In fact, at two points in their private bargaining prior to July 1, 1970 the parties each presented the other with a proposed fullsome written labor agreement. Accordingly some issues, and their determination by the Panel, deal with language that is awarded to be later enscribed in such a written labor agreement. Some other matters properly part of a labor agreement were left to the parties themselves to negotiate and draft appropriate contractual language.

III

Agreements Reached During Hearings

The City and the Association were able to jointly agree at the hearings on the disposition of certain of the issues between them in manner as follows and accordingly these are to be considered as unanimous Awards of the Panel effective for the contract period July 1, 1970 to June 30, 1972:

Hospital, Medical, Surgical Insurance

The current plan in effect and covering these employee insurances shall be made part of the prospective labor agreement.

Vacations

Confining agreement only to the termination credit aspect of vacations the prospective labor agreement shall carry the following language in this connection:

"Employees who terminate their service with the City for any reason prior to the time they either took or were authorized to take their accrued vacation leave with pay, shall receive credit for same at their existing rate of pay (exclusive of shift or premium pay) at their termination."

Union Delegates Leave Time

The prospective labor agreement shall carry the following language:

"The employer will grant leaves of absence with pay to Union members of the bargaining unit for the following functions:

(A) Five (5) men for two (2) duty days to attend the Michigan State Fire Fighters Union convention each calendar year.

(B) Three (3) men for two (2) duty days every other calendar year to attend the International Association of Fire Fighters convention."

Call Back Pay

The prospective labor agreement shall carry the following language:

"Employees who are called back to duty during scheduled off duty time shall be compensated for a minimum of four (4) hours at one and one-half (1-1/2) the hourly rate based on the forty (40) hour equivalent."

Pyramiding

The prospective labor agreement shall carry the following language:

"Premium payments shall not be duplicated for the same hours worked under any terms of this article."

Weekend Duty Pay

The prospective labor agreement shall carry the following language:

"Employees who are ordered to be available for emergency weekend duty during an otherwise unscheduled weekend shall be compensated at the rate of fifteen (\$15.00) dollars per weekend."

Jury Duty or Witness Pay

The prospective labor agreement shall carry the following language:

"During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, the City will pay him the difference, if any, between his fees for jury service or witness service and the pay he would have received had he worked his scheduled shifts during his period of jury duty or witness service, provided that the employee gives the Fire Chief or his designee prompt notice of his call for jury service or witness service and, thereafter, provides evidence of his performance of jury service or witness service and of the payment he received for it."

Employee Addresses and Telephone Numbers

The prospective labor agreement shall carry the following language:

"Each employee covered hereby, whether on or off the active payroll, should keep the City currently advised of his correct mailing address and of his telephone number, if any. In the case of an employee on the City's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the Personnel Office and the Fire Headquarters and returns such form there, duly completed. In case of an employee off the City's active payroll (such as on layoff, leave of absence, vacation, etc.) notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail addressed to 'Personnel Director, City of Lansing, City Hall, Lansing, Michigan.' The City shall be entitled to rely on the last address and telephone number furnished to it by an employee."

Bulletin Boards

The prospective labor agreement shall carry the following language:

"The Union shall retain its bulletin boards in each station and divisional headquarters for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefor."

Effect of Invalidity of Provisions of Agreement

The prospective labor agreement shall carry the following language:

"If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken

within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect."

Stewards

The prospective labor agreement shall carry the following language:

"Employees covered hereby will be represented by three (3) stewards for each fire fighting shift plus one steward for non fire fighting divisions. In the absence of one of the above stewards, the Union's President or Vice-President may appoint an alternate steward by notifying the Fire Chief in writing."

IV

Duration of Labor Agreement

The City desires a two-year labor agreement covering the period July 1, 1970 to and including June 30, 1972.

It argues that it wants to have firm terms of an economic and non-economic nature running for two years. It desires that conditions of employment between these parties be stabilized for a period of at least two years. In support of this position the City points to the circumstance that it has two-year agreements with the Fraternal Order of Police and the American Federation of State, County and Municipal Employees unions for periods covering two years and currently running for the period July 1, 1970-June 30, 1972. (The police agreement covers increased salaries for the first year and has a wage re-opening provision for the second year.) These unions are established bargaining agents for city employees. The City also points to the fact that its last written agreement with the Association ran for two years and covered the period July 1, 1968-June 30, 1970. The City proposed in this connection that on basic wages it would also consider a re-opening on wage negotiations for the second year of a two-year term of agreement.

For its part, the Association desires foremost a one-year labor agreement covering the period July 1, 1970-June 30, 1971. It indicated that it might be willing to go for a two-year term on some provisions and on some others to be effective the second year of a two-year term. However, when it came to basic wages it

desired only a one-year term for reasons such as the uncertainty of the national and city economy; its possible dissatisfaction with a basic wage award the Panel might render covering the period July 1, 1970-June 30, 1971, and its general desire to be in a position to review its bargaining posture on wages within a year.

The Panel considering these positions and the contentions and argument advanced in their support is of the opinion that a two-year term of agreement is more appropriate in view of the past practice in connection with this and the other city unions. A connected reason for so determining is that the Panel was able to reach agreement on a two-year basic wage formula dealing with the maximum rates for all fire department employee categories covered in the bargaining unit Grades I through Grade VI. The Association Member dissented on the step rates provided covering the Grade I fire fighter classification below the maximum rate.

Accordingly, the Panel awards a two-year period for the duration of the labor agreement covering all of its terms, the period running retroactively from July 1, 1970 and prospectively to and including June 30, 1972.

Panel Vote:

Unanimous

Assistant Fire Chief

The City contends that the Assistant Fire Chief position is not one to be properly covered by the bargaining unit. It argues that such employee's status is of a top supervisory nature in the managing of the fire department, and that on many occasions this employee substitutes in the managing role of the Fire Chief, the head of the fire department.

The Association contends that pursuant to Section 13 of the Public Employment Relations Act (Act 336 of the Public Acts of 1947, as amended) dealing with the status of fire fighting personnel as bargaining unit employees, an Assistant Fire Chief position is statutorily covered into the bargaining unit. The Association also cited some adjudication in this connection which it avers supports its position.

However all this may be, the Panel is of the opinion that it has no jurisdiction to determine this issue of bargaining unit coverage.

Panel Vote:

Unanimous

Management Rights Clause

The City proposed a management rights clause claiming managerial necessity for such provisions in a labor agreement. Basically the Association did not challenge this claimed need but generally questioned as to what terms were properly a part of such a clause. It appears that the city's Board of Fire Commissioners which provides governance and regulations for the fire department has certain authority which the parties accept as overriding some managerial flexibility in the managing of the fire department.

Accordingly, the Panel, accepting the proposition that the inclusion in a labor agreement of a management rights clause is proper, revised and excised some of the provisions appearing in the City's written proposal and arrived at the following language to be included in the prospective labor agreement:

"The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Lansing Code and any modifications made thereto, and any resolution passed by City elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to sub-contract or purchase any or all work, processes or services, or the construction of new facilities

or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees (in inverse order of seniority); to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day; (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications; (i) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (j) to discipline and discharge employees for cause; (k) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification, department or shift to another; (m) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work."

Panel Vote:

Unanimous

VII

Management Security

The City proposed what it terms management security provisions which appear in all of its labor agreements with other bargaining agents for city employees. At the hearings it appeared that the Association provisionally was prone to reject such proposal.

The Panel considered the City's written proposal in this connection and after some revisions and excising of the language proposed agreed on the following language to be included in the prospective labor agreement:

"The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees until the termination of this agreement, including a thirty (30) day period thereafter, that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City.

Any violation of the foregoing by an employee may be made the subject of disciplinary action up to and including discharge."

Panel Vote:

Unanimous

VIII

Checkoff

The City proposed what it terms union security provisions but what those written proposals contain is more properly titled "checkoff." The City desired to have all of the provisions connected with a checkoff enscribed in a written labor agreement. The Association did not appear to seriously object to this proposal.

Accordingly, the Panel adopts the City's written proposal with but one change (dropping a 2 percent service charge proposed by the City) and agreed that the following language should be included in the prospective labor agreement:

"Checkoff

A. The City agrees to deduct from the pay of each employee covered hereby the Union's dues during the first pay period of every month, subject to all of the following subsections.

B. The Union shall obtain from each of its members a completed check-off authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.

C. The Union shall exclusively use the following check-off authorization form as herein provided for:

Check-Off Authorization Form

Lansing Fire Fighters Union AFL-CIO, Local 421, Lansing,
Michigan

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$ _____ per month. The amount deducted shall be paid to the Treasurer of the Union according to the agreement reached between the City and the Union.

This authorization shall remain in effect until by written notice to the City's Labor Relations Supervisor, I request its revocation.

Print: Rank Last Name First Name Middle Initial

Date deduction
is to start

Signature _____

Address _____

Month Year

City _____ State _____

D. All Check-Off Authorization Forms shall be filed with the City's Labor Relations Supervisor who may return any incompleted, or incorrectly completed Form to the Union's Treasurer, and no check off shall be made until such deficiency is corrected.

E. Beginning with the effective date of this agreement, and each succeeding month thereafter, the Union shall furnish the City's Finance Director with a notarized list of all employees whose dues are to be deducted on or before the third (3rd) calendar day of each month. This list shall give the employees rank, last name, first name, and middle initial in that order. It is further understood that no deduction will be made unless this list is presented as heretofore outlined.

F. The City shall check-off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union. The Union shall send to the City's Labor Relations Supervisor, before the first calendar day of each month, a notarized list of all City employees who pay their dues direct to the Union and no check-off remittance will be sent to the Union unless the City receives the aforementioned, monthly list.

G. The City will send to the Union's Treasurer a check in the amount of each total deduction made in the Union's behalf no later than two (2) weeks after the pay-day on which the deduction is reflected. The City will also send a list of employees who are terminated from Dues Check-Off.

H. The City's remittance will be deemed correct if the Union does not give written notice to the City's Controller, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefor, that the remittance is incorrect.

I. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union."

Panel Vote:

Unanimous

IX

Union Bargaining Committee

The City proposed the following language in connection with Association representation. The Association appears to have no objection to its inclusion in a written labor agreement. Accordingly, the Panel adopts this language and orders its inclusion in the prospective labor agreement:

"Section 1. The bargaining committee of the Union will include not more than three (3) employees of the Lansing Fire Department and may include not more than two (2) non employee representatives. The Union will furnish the Labor Relations Supervisor with a written list of the Union's employee bargaining committee, prior to the first bargaining meeting.

Section 2. City employee members of the Union bargaining committee will be paid for the time spent in negotiations with the City or preparation for negotiations including one hour (1) prior to and one (1) hour after the bargaining meeting is over, but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift."

Panel Vote:

Unanimous

Waiver Clause

The City proposed a waiver clause at the hearings to be included in any written labor agreement reached between the parties. The Association objected to such a clause contending that in the bargaining that was engaged in prior to the institution of these arbitration proceedings the City, in its opinion, did not bargain in good faith. Accordingly, it refused to accept a proposition that carried the concept that the parties had had an unlimited right to bargain and had done so. The Association counter-offered what it terms a maintenance of conditions article.

The Chairman grants that under the negotiating circumstances that obtained prior to arbitration the acceptance of any waiver clause on the part of the Association would have been unrealistic. The negotiations reached an impasse in many areas of required agreement and proceeding to arbitration under Public Act No. 312 aborted any further negotiations for the time being.

Assuming that the awards issued by the Panel in this proceeding coupled with bargaining and agreeing on subjects the parties withdrew from the Panel and reserved to themselves for further negotiation result in a written labor agreement, then, and only then is the following waiver clause to be included in such a prospective labor agreement. Similar clauses appear in the City's labor agreements with its policemen and with other city employees. The Panel is of the opinion that the inclusion of a waiver clause for the two year period awarded after all other matters have been negotiated and agreed upon will have a stabilizing effect. The

clause to be included in the prospective labor agreement follows:

"The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement."

Panel Vote:

Concurring: Ryder
 Bodwin

Dissenting: Chapple

XI

Minimum Strength

The Association proposed a minimum strength provision basing this proposal on its belief that emergency equipment should never be taken out of service for lack of proper manning which could result in less fire fighting efficiency at any given time. It requests that 65 men be on duty at all times (on a one shift twenty-four hour day basis) spread among certain suggested work categories which categories can be adjusted as need appears. It points to recommendations of the American Insurance Association in this connection which it claims goes much beyond this minimum figure when applied to Lansing fire fighting facilities and equipment.

The City objects to any such minimum strength provision claiming that additional wage costs required to meet the requested minimum standard would be prohibitive when considered in the light of employee absences and leaves that could develop requiring assigning of substitute employees on an overtime basis and probably requiring an increase in the fire department work force.

It appears that additional wage costs in this connection could be substantial. In view of the substantial wage and fringe benefit increases awarded in this arbitration proceeding and to be related later in this Opinion when discussing the economic issues before the Panel, it is the decision of the Panel that a minimum strength standard be denied at this time.

Panel Vote:

Concurring: Ryder
Bodwin

Dissenting: Chapple

The Panel unanimously agreed that the grievance procedure question is resolved by the continuation of the existing grievance procedure as contained in the Fire Board's rules.

The Panel unanimously agreed that the issues of productive time, effect of the labor agreement, bereavement pay, the work week and personal leave days be dropped by it.

The Panel hereinafter proceeds to deal with the economic issues presented to it for determination:

XII

Holiday Pay

The Association requests that it be awarded 10 holidays per year with pay at the rate of \$45.00 per holiday. Fire department employees presently receive 8 holidays per year at the rate of \$30 per holiday which is paid whether the employee works the holiday or not. The police department employees received the same holiday pay benefits prior to July 1, 1970. In the labor agreement negotiated for those employees covering the period July 1, 1970-June 30, 1972 the parties increased their benefit to 8-1/2 holidays per year at \$30 per holiday. The City would concede this additional one-half day holiday to the fire department employees at the \$30 per day rate. Later in this Opinion where it deals with basic wages the Panel discusses the reasons it has for attempting to bring about by means of this proceeding some equitable relationship between the wages of policemen and firemen of the City of Lansing. Holiday pay benefits is obviously a connected economic item.

Accordingly, the Panel is of the opinion that the firemen should enjoy in this connection the same benefits as the policemen enjoy for an equal term.

The Panel awards 8-1/2 paid holidays per annum at a \$30 per day rate effective for the period July 1, 1970-June 30, 1972.

In the prospective labor agreement the holiday pay provisions shall appear as follows:

"Employees covered hereby are entitled to receive \$30.00 per each authorized holiday as listed below, whether such holiday be worked or not. Payment shall be made for each holiday during the pay period in which the holiday falls,

but no holiday shall be paid for in advance of its occurrence.

The authorized holidays are:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
1/2 Day before Christmas
Christmas Day

When an authorized holiday falls on a Saturday the preceeding Friday shall be observed as the authorized holiday, and when an authorized holiday falls on a Sunday the following Monday shall be observed as the authorized holiday, excepting that whenever State or Federal statutes require that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling."

Panel Vote:

Unanimous

XIII

Food Allowance

In his fact finding report and recommendations of June, 1968 Professor Rehmus recommended a food allowance of \$100.00 to fire fighters effective July 1, 1969 (the second year of a two-year labor agreement). In their negotiations subsequent to the issuance of this report the parties agreed on a \$110.00 yearly allowance effective July 1, 1969. This is the first time such an allowance was granted. Because of the fire fighters work and assignment hours at fire station locations wherein a shift of work comprises 24 continuous hours it is necessary that fire fighters buy food and prepare meals at the stations. It is conceded that the \$110.00 allowance is only part compensation for such food costs.

The Association requests a \$260.00 yearly allowance for food supporting this request by the increase in food costs since the \$110 allowance was negotiated and by testimony that 24 cities in Michigan grant a higher food allowance than the City of Lansing allowance of \$110.00.

The City's policemen in collective bargaining to cover work conditions for the period July 1, 1970-June 30, 1972 were granted for the first time a \$150.00 per year gun allowance effective July 1, 1971 (the second year of the two-year term). Policemen carry personal guns when off duty. The monetary gun benefit is peculiar to police work as is the monetary food benefit to firemen's work. Both types of benefits are considered to be in rationale of a reimbursement nature. The City argues that no increased food allowance should be awarded.

Again trying to rationalize an equitable income relationship between policemen and firemen, the Panel awards a \$40.00 annual increase in the fire fighters food allowance effective July 1, 1971 to equalize the food allowance with the gun allowance at \$150.00 per annum. The Panel also considered in this connection the fact that the fire fighters received a \$110.00 yearly allowance since July 1, 1969 where the policemen have not as yet received any gun allowance and will first be starting to receive one on July 1, 1971.

Accordingly, the Panel awards \$150 per year food allowance effective July 1, 1971 to be included in the prospective agreement.

Panel Vote:

Unanimous

XIV

Sick Leave

The firemen most recent expired labor agreement carried a provision that unused sick leave days accumulate to a maximum of 120 days with one-half of the accumulated days up to a maximum of 60 days paid at retirement or death.

The Association requests no change in the plan other than removing the maximum capping on accumulation of sick leave days to provide for unlimited accumulation. In addition, the Association requests one-half the accumulated days not to exceed 65 days paid in the event of retirement or death.

The City offered to increase the accumulation to 130 days maximum with reimbursement at one-half the accumulation not to exceed 65 days upon retirement or death.

This is the arrangement in these regards that the policemen receive in their labor agreement covering the period July 1, 1970-June 30, 1972.

Accordingly, again seeking an equitable relationship in connection with this type of benefit, the Panel awards effective July 1, 1970 and to be included in the prospective labor agreement a sick leave benefit wherein an employer can accumulate unused sick leave days up to a maximum of 130 days and upon death or retirement payment be made at one-half the accrued unused sick leave days not to exceed 65 days.

Panel Vote:

Unanimous

Life Insurance

The Association seeks a double indemnity provision added to the group life insurance available to firemen. All city employees including fire department employees are covered by a group life insurance plan underwritten by the Aetna Life and Casualty Company. Were a double indemnity provision granted it appears that it would be necessary that this be applied generally to all city employees. The Panel is of the opinion that this additional cost requires that the Association's request be denied.

Panel Vote:

Unanimous

XVI

Shift or Night Premium Pay

The Association seeks premium pay in the amount of 15¢ per hour for each hour worked by all fire department employees. Currently Fire Mechanics and Fire Dispatchers receive a 15¢ per hour premium for second and third shift work. The City contends that this premium should not be extended to other fire department employees. In view of the substantial basic wage increases granted in this arbitration proceeding the Panel is of the opinion that this premium pay demand should be denied and the current premium rate should be continued for mechanics and dispatchers.

Panel Vote:

Unanimous

XVII

Longevity Pay

The Association seeks to remove the \$8,000 salary ceiling now existing on the longevity bonus and urges that no salary ceiling limitation exist. It also requests that the current 6 year interval increment steps be shortened to 5 year intervals and that a 25 year step be added connecting therewith a 10% payment.

Here again, the Panel is of the opinion that an equitable relationship in a wage area should be established as between firemen and policemen. Accordingly, the Panel awards to the firemen the longevity pay benefits negotiated between the city and its policemen for the two year period July 1, 1970-June 30, 1972. The Panel agrees that in the prospective labor agreement the terms of the award shall be in the following language which obtains for the police department employees:

"LONGEVITY BONUS

"Following his completion of five (5) years of continuous, full time service by October 1st of any year of the term of this Agreement, and continuing in subsequent years of such service, an employee shall receive an annual longevity bonus as follows:

<u>SERVICE</u>	<u>ANNUAL BONUS</u>
5, or more, and less than 10 years	2% of annual earnings
10, or more, and less than 15 years	4% of annual earnings
15, or more, and less than 20 years	6% of annual earnings
20 years, or more	8% of annual earnings

An employee who retires on a service or disability retirement basis shall be paid a pro-rated longevity bonus based on the number of calendar months of full time service credited to an employee from the preceding October 1st to the date of his retirement.

"An employee's longevity bonus shall be computed as a percentage of an employee's regular annual base salary which he is being paid in the first regularly scheduled pay period of the City's fiscal year in which a longevity bonus is due, exclusive of overtime pay, or any other premium pay. No longevity bonus shall be made for that portion of an employee's annual earnings which is in excess of \$8,000.00.

Payment of longevity bonus to an employee who becomes eligible by October 1st, of any year shall be due the subsequent December 1st, except that an employee whose service with the City terminates for any reason between October 1st and December 1st of any year, shall be paid longevity bonus upon termination of his employment."

These awarded provisions are to be effective for the period July 1, 1970-June 30, 1972.

Panel Vote:

Unanimous

XVIII

Vacations

The Panel unanimously agrees that in the prospective labor agreement the vacation provisions for Fire Department employees shall be as follows:

"Section 1. Fire Fighting Division.

(a) Personnel having completed one (1) year's service will be credited with six (6) working days.

(b) Personnel having completed eleven (11) years of service will be credited with nine (9) working days.

Section 2. Day Workers.

(a) One year of service but less than eleven (11) years, ten (10) work days.

(b) Eleven (11) years or more of service, fifteen (15) work days."

Panel Vote:

Unanimous

XIX

Basic WagesA.

The Association requests a \$2,500.00 across-the-board pay increase for a one-year period July 1, 1970-June 30, 1971 for all fire department employees covered in the bargaining unit. Focusing on the maximum rate (reached after 4 years of service) for the Fire Fighter Grade I (the conceded key rate for wage computation and wage comparison purposes) the Association basically contends as follows in support of this request:

1. Lansing is the fifth largest city in the state of Michigan. In 1962 sixteen other Michigan cities, practically all located in the Detroit Metropolitan area, paid higher salaries to Firemen than Lansing. It maintains that in that year Lansing Fire Fighters were paid only \$662.00 per annum less than the highest paid Fire Fighters in the state. By 1970 a Lansing Fire Fighter's salary, it says, fell from the 17th position (in 1962) to the 63rd position in the state accounting for a \$3,415.00 per annum salary less than the highest paid Fire Department in the state. (It appears that for comparison purposes the Association takes the Lansing Fire Department employees' salaries obtaining prior to any adjustment that may take place effective July 1, 1970 as a result of any arbitration award by this Panel.)

An Association exhibit introduced into evidence shows that in 1962 for Michigan cities with populations 50,000 and over Lansing Firemen were in 6th position from the top where in 1970 they were 20th. Another exhibit covering the same comparison group and

allowing for 5 cities in arbitration (including Lansing) shows that Lansing Firemen in 1970 are \$1,656.00 per annum below the average for the group. The Association introduced other exhibits in support of its major contention that Lansing Firemen have salary-wise slipped drastically since 1962 in comparison with what the Association considers to be Michigan cities fairly comparable for wage comparison purposes. Accordingly, the Association contends that any wage increase granted by the City must take into account a catch-up formula to effect salary justice to its Firemen in 1970.

2. Next, in major regard, the Association contends that Lansing Firemen vis-a-vis Lansing Policemen should have parity in wage salary levels for comparable wage grade classifications starting at the least on July 1, 1970. In the parity connection the Association contends that in 1962 Lansing Firemen were paid essentially the same yearly salary as Lansing Policemen (at the maximum rate for four years of service Grade I). By July, 1969 a differential had developed over the years in favor of Policemen of \$635.00. At that time Policemen received \$9,221.00 and Firemen received \$8,586.00. Effective July 1, 1970 the Policemen, resulting from collective bargaining with the city, received for the yearly term July 1, 1970-June 30, 1971 a \$1,679.00 annual increase. In percent this amounts to an annual increase of 18.2 percent. (The City and the Policemen's union negotiated a two-year term with a wage re-opener covering the second year.) The resultant increase for July 1, 1970 places the Policemen at \$10,900.00 for the key rate. The Association argues that its \$2,500 per annum wage demand, if granted, would place the comparable Firemen at \$11,086.00 and

would provide some make-up for salary moneys lost by Firemen during the years the differential widened between Policemen and Firemen wages.

3. The Association, while focusing its wage demand thrust mainly on comparable rates between Lansing Policemen and Firemen and between Firemen of Michigan cities 50,000 population and over, argues, among many other things, that the hourly rates existing between Lansing industrial workers and Firemen (Firemen average a 56-hour work week) are biased highly in favor of the former; that the work of Firemen has become increasingly hazardous; that in dollar amount increases over the years and also in 1969 as well as in 1970, the relative position of the Firemen has slipped substantially as between certain city employees of Lansing as well as between these classifications of employees in other Michigan cities.

The Association also argues that the city of Lansing is in a good financial position to grant the wage increase the Association requests.

B.

For its part the City contends that there should be no parity between Lansing Firemen and Policemen salary rates; that city voters decisively voted down such a parity proposition in 1966; that police hours of work (ordinarily a 40-hour week) are of a different quality in intensiveness of an employee's application to his work during working hours; and that police work is more hazardous than is firemen's work considering current policing problems.

The City also contends that salary-wise there is no fair basis for comparability between Lansing and cities of over 50,000 population considering the state of Michigan as a whole and also considering all cities in the state without the factor of population of 50,000 and over.

The City argues that for comparability purposes the only fair grouping of Michigan cities is the Wage Area II cities formulated by the Michigan Municipal League which includes Lansing and adjacent cities which are comprised of Bay City, Flint, Grand Rapids, Jackson, Kalamazoo, Muskegon, Saginaw and Wyoming.

The City offers a dollar amount increase to its Firemen at the key rate of the maximum at Grade I of \$700.00 for the year July 1, 1970-June 30, 1971 on a two-year labor agreement basis with a wage reopener covering the year July 1, 1971-June 30, 1972. This it claims would average, for wages only, a 7.2 percent wage increase during the first year of a two-year agreement. It concedes that it gave an 18.2 percent wage increase to Policemen for 1970-71 at the key rate in amount resulting in dollars of a \$1,679.00 annual increase. However, it maintains, there were less Policemen at the 4 year maximum rate (56) where Firemen there are 78. Also 63 Policemen at the minimum, 6 months and 1 year points in service received no increase, 17 at the 18 months point received but \$72 in increase, and 9 at the 2 years point received \$167 in increase. It points out that there are relatively many fewer Firemen at rates below the maximum. Also the City maintains that despite the substantial increase given to the Policemen at the maximum rate of Grade I the overall percentage wage increase granted to police department employees for one year was only around 7.5 percent. It

says what it offers the Firemen amounts to 7.2 percent.

The City argues that Fire Department employment is relatively stable and that it can obtain applicants for fire fighting jobs at the minimum rates now obtaining. It claims that Police Department employment is less stable and that there must be wage incentive for recruitment purposes to keep the Police work force at scheduled strength. The City also maintains that there are many more Fire Department employees in the higher grades than there are Police Department employees.

In connection with comparisons with Wage Area II cities earlier mentioned, the City put in an exhibit to show that at Firemen maximum rate Grade I, counting in the \$700 offered increase, Lansing Firemen would be \$52.00 above the average for these cities, not counting Flint which is in arbitration and conceding that Bay City Firemen move to maximum in two years and Grand Rapids Firemen in 2-1/2 years.

C.

The Chairman is of the opinion that an increasing disparity in rates has occurred between Lansing Firemen and Policemen over the recent period of years where directly prior to July 1, 1970 Firemen at the maximum Grade I level received \$8,586 per year and Policemen received \$9,221 per year. The disparity was very much less at the upper grades, Grades II through VI.

The Chairman notes however a relative parity in percentage rate of wage increase per year between Policemen and Firemen running over a 10-year period as follows:

<u>Yearly Period</u>	<u>Policemen Received</u>	<u>Firemen Received</u>
7-1-59 to 7-1-60	3%	3%
7-1-60 to 7-1-61	3%	3%
7-1-61 to 7-1-62	0%	0%
7-1-62 to 7-1-63	7%	4%
7-1-63 to 7-1-64	2%	2%
7-1-64 to 7-1-65	4%	4%
7-1-65 to 7-1-66	4.5%	4.5%
7-1-66 to 7-1-67	7.6%	8.4%
7-1-67 to 7-1-68	9%	9%
7-1-68 to 7-1-69	6%	6%

In 7-1-62 to 7-1-63 the Policemen went ahead by 3% and that is when parity in wage level was lost which then continued thereafter except for the Firemen picking up .8 of one percent in 7-1-66 - 7-1-67. Accordingly in the labor agreement next preceding this arbitration (1969-70) the Firemen ran 2.2% behind in rate of increase covering a 10-year period. Then for 1970-71 the City grants the Policemen a \$1,679 annual increase to move the maximum rate in one year from \$9,221 to 10,900. This amounts to an 18.2% annual increase.

The Chairman is of the opinion that the historical equalized percentage rate of increase should be reestablished between Policemen and Firemen in the 11th year of the Lansing wage history. He would provide for this for many reasons the major ones being: Firemen received the same pay as Policemen for a number of years prior to 1962 with a few dollars difference in uniform allowance in favor of the Policemen; the Firemen have 16 more assigned duty hours than

Policemen per week; granting a difference in kind of duties where Firemen must be at fire stations ready to respond to fires at any time in the 24-hour assignment periods they serve; they each have the same city retirement system separate from all other city employees; the firemen undergo extensive training in the special skills required in fighting different kinds of dangerous fires, as do policemen in fighting crime; they appear to need the same general qualifications for employment in these two city departments; both are hazardous occupations different in their hazards but similar in danger to life and limb; both occupations as a continuing and non-disruptive service are so important to the city community that they have been coupled and covered by Public Act 312 to provide a means of wage decision making through compulsory arbitration, if need be.

D.

Accordingly, in reestablishing the equalized percentage rate of increase (not parity in terms of wage levels, that disparity slightly narrowed will continue to exist for the two-year contract period) the Chairman believes a 2.2% additional amount in dollars should be added for the Firemen to the 18.2% the City also granted its Policemen. The computations are to be made for the key job rate which is the maximum rate at Grade I Firefighter. This then would establish an equitable wage relationship between Policemen and Firemen covering the eleven year wage rate increase history.

To provide for this increase and substantially diminish the dollar cost impact, lesser rates of increase adjusted to the

higher wage levels granted Police Department employees in those grades are provided for Fire Department employees in Grades II through VI and minimal rates of increase and no increases are provided for certain steps below the maximum of the range for Grade I. Also as part of an equitable wage relationship between Policemen and Firemen the Chairman believes that the lower step rates below maximum in Grades II through VI should be eliminated effective July 1, 1970. The City and its Policemen negotiated this elimination also effective July 1, 1970. Next, also, to diminish the cost impact the Chairman believes that 12 percent in increase (or \$1,030) applied to the 1969-70 base of \$8,586 should be granted the Firemen at the maximum rate of Grade I retroactive to and effective July 1, 1970 and that 8.4 percent (or \$721) in increase applied to the same base effective January 1, 1971 and running to June 30, 1971. (This results in an overall percentage wage increase for one year of 13.5 percent.) Thereafter for the period July 1, 1971-June 30, 1972 the Firemen will receive at all similar steps within Grade I and all rates Grade II through VI in dollar amount increase the same, if anything, the Policemen will receive at the various grades as a result of the reopened wage negotiations between those parties.

That which is stated in this part D is the Award of the Panel with respect to basic wages to be included in the prospective labor agreement and the tables that follow set forth the Award as it applies to the basic wages of all Fire Department employees:

July 1, 1970-June 30, 1971

Firemen Grade I (Fireman I-Lineman I)

	<u>Effective July 1, 1970</u>	<u>Effective January 1, 1971</u>
Minimum	\$7,794	\$7,794
6 months	7,892	7,892
1 year	7,992	7,992
18 months	8,092	8,092
2 years	8,294	8,294
30 months	8,695	8,695
3 years	8,894	8,894
42 months	9,095	9,095
4 years	9,616	10,337

Firemen Grade II (Engineer II, Inspector II, Dispatcher II,
Mechanic II)

9,747	10,468
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Firemen Grade III (Fire Training Inst. III, Lieutenant III,
Dispatcher III)

10,806	11,527
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Firemen Grade IV (Asst. Fire Alarm Supt. IV, Dispatcher IV,
Mechanic IV, Maintenance Supv. IV,
Inspector IV, Captain IV, Fire Training Inst. IV)

11,411	12,132
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Fireman Grade V (Dispatcher V)

12,045

12,766

Firemen Grade VI (Deputy Fire Chief VI, Fire Alarm Supt. VI,
Fire Marshall VI, Master Mechanic VI,
Admn. Asst. VI, Fire Training Inst. VI)

13,378

14,099

Merely as a note of comparison as of January 1, 1971 at the maximum rates the Fireman and Policemen will comparatively stand as follows:

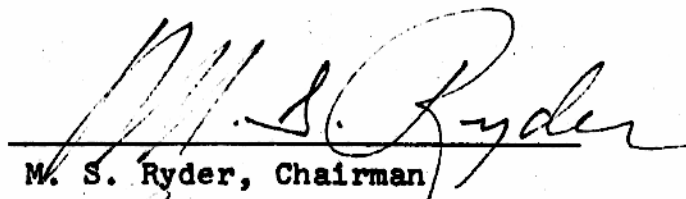
<u>Grade</u>	<u>Firemen</u>	<u>Policemen</u>
I	\$10,337	\$10,900
II	10,468	11,031
III	11,527	12,090
IV	12,132	12,695
V	12,766	13,329
VI	14,099	14,662

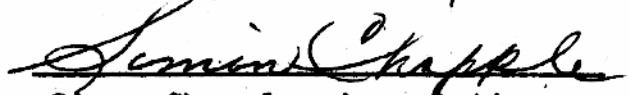
Panel Vote:

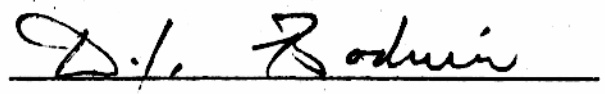
Concurring: Ryder
Bodwin

Dissenting: Chapple

Submitted November 19, 1970.


M. S. Ryder, Chairman


Simon Chapple, Association
Designee


Daniel J. Bodwin, City Designee

DISSENTING OPINION BY SIMON CHAPPLE
ON CERTAIN SECTIONS REGARDING THE
ARBITRATION BETWEEN LANSING FIRE
FIGHTERS, LOCAL 421, I.A.F.F. AND THE
CITY OF LANSING.

OPINION

I feel it necessary to take exception to the pay scale of the Fire Fighter in the pay range of 2 - 2-1/2, 3, and 3-1/2 years of service. The intent was to establish a form of equity in the pay scale between Fire and Police and while this was established in the ranks from II on up, it is sadly lacking in the steps of the Fire Fighter in the 2 year - 2-1/2 years, 3, and 3-1/2 year bracket. Without this equity and the small differential between a full paid Fire Fighter and an engineer, which was decided to keep an equal space between ranks, we have approximately 30% of the members of the Fire Department who would be discriminated against. The most inequitable aspect is that the amount of increase ordered is below the original offer of the City.

It just seems logical that if the plan was to establish equity, then it should be applied to the men in the 2 to 3-1/2 year bracket in order to be consistent.

In the area of management rights and management security, the clauses are all on the side of management and there has been a failure to consider the Union's proposal on the Union security clause.

On at least three occasions, I tried to interject clauses from the Union's proposed contract and each time they were rejected! I feel that the whole procedure was based not on the proposed contract

of the Union, who had asked for arbitration, but from the City's proposed contract.

DATED AT LANSING, MICHIGAN
ON NOVEMBER 5, 1970

Signed:



Simon Chapple

SC/Mc
opeiu42afl-cio