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Manistee,

City of

CITY OF MANISTEE

-and-

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 645

10/30/75

LABOR AND INDUSTRIAL
RELATIONS DEPARTMENT
Michigan State University

OPINION AND AWARD

J. WARREN EARDLEY, Arbitrator

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LABOR AND INDUSTRIAL
RELATIONS DEPARTMENT
AUG 19 1975

CITY OF MANISTEE

-and-

OPINION AND AWARD

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 645

The City of Manistee and Local 645 of the International Association of Fire Fighters, hereinafter called the City and the Association, respectively, come to this arbitration with nine unresolved issues, namely, (using their own numerical designations for purposes of continuity):

Item 2	-	Salary Structure
Item 3	-	Duration
Item 4	-	Food Allowance
Item 5	-	Residency
Item 6	-	Sick-leave Accumulation
Item 7	-	Shift Differential
Item 9	-	Sick Leave Charges
Item 11	-	Medical Coverage
Item 12	-	Vacations.

Item 8, relating to improvements in the payment of longevity, was resolved during the arbitration hearing and is not before the panel to decide.

Item 3 - Duration

It seems to the Chairman of the arbitration panel that the question of duration is interwoven through all of the unsettled issues, most certainly with Item 2, the salary question. Both parties have submitted what amount to alternative last and best offers, one predicated on the award of a one-year contract, and the other on the award of a two-year contract. It becomes necessary, therefore, to settle the question of duration before settling any other issues in dispute.

Unlike the situation that existed in a companion arbitration matter between the City and the Manistee Police Officers Association, the parties here are in substantial disagreement over the question of duration. In the companion case, the parties agreed with the concept of multi-year contracts providing the contract terms were right. The Chairman supposes that in the broadest sense the same is true in this case, but he cannot ignore the Association's rather emphatically voiced opposition to such a contract and the fact that it included in its last and best offer a second-year wage proposal more as a defensive measure than anything else, lest the Chairman be persuaded of the merits of a two-year contract and find himself with only the City's offer to consider.

Unless communications between the Fire Fighters' Association and the Police Officers' Association are poorer than the Chairman believes them to be, the Fire Fighters know by now that the arbitration hearing between the City of Manistee and the Police Officers' Association resulted in a two-year contract. That decision

was unanimous, and the reasons underlying the award were accepted by both parties. The advantages of a multi-year contract are many, and, in that case, the disadvantages few.

This is quite another case, however, and it goes without saying that what came out of the Police Officers' arbitration has very little, if any, relevancy to the issues in dispute here. To the extent that both groups of employees are City employees, both are in public service, and both rely on the public for financial and other support, then what happens to one group in the area of wages, hours and conditions of employment becomes somewhat relevant as to what should happen to the other. Indeed, Act 312 of the Public Acts of 1969, MCLA §423.231 et seq., so provides in its Section 9 (MCLA §423.239). But it is not enough to say that because one group of public employees and its employer were awarded a two-year contract in their arbitration, another group and the same employer should get the same treatment. The demands are different, the facts are different, and the record is different.

Here, as indicated, the Association strongly opposes the imposition of a two-year contract, so much so, in fact, that it challenged the panel's right to award one. The Chairman is satisfied from his research of the question that the panel does have the right to award a multi-year contract, and cites Local 1518, American Federation of State, County and Municipal Employees, etc. v. St. Clair County Board of Commissioners, 43 Mich. App. 342 (1972) as dispositive of, if not that precise question, a question sufficiently parallel in scope as to lay the question to rest. Of equal interest are Cleveland

Transit System, 45 LA 905 (July, 1965), Pinehaven Sanitarium, Inc., 47 LA 482 (Sept. 1966), Appleton Cooperative Association, 39 LA 249 (Aug. 1962), and Billings Contractors' Council, 33 LA 451 (July, 1959) wherein Arbitrators Samuel S. Kates, Morton Singer, Neil Gundermann, and George B. Heliker, respectively, awarded multi-year contracts.

Hence, it isn't out of fear of challenge that the Chairman in this instance proposes to award only a one-year contract. Rather, it is for an entirely different reason, as perhaps will become clearer when the salary issue is discussed. Suffice it to say at this point that the circumstances surrounding the negotiation of a contract between these two parties, the City and the Fire Fighters' Association, are sufficiently different from those that existed in the companion arbitration case as to justify a different result.

AWARD

The Chairman accepts the Association's last and best offer covering the question of contract duration, and declares that the contract shall be of one year's duration, beginning July 1, 1975, and ending June 30, 1976.

Oct 30, 1975

Affirming _____

Dissenting X

Affirming X

Dissenting _____

Joanne Kardley
Chairman
John E. Hart
Edward R. Bergren

Item 2 - Salary Structure

Having determined to award only a one-year contract, the panel can safely disregard the second year wage proposals made by the parties. The Chairman would be less than candid if he did not acknowledge that it is the wide variance between the two second year proposals that prompts him to elect to avoid having to choose between those proposals, as, indeed, he would have to do if a two-year contract were to be awarded.

(It should be stated that the Chairman is not averse to choosing between widely divergent last and best offers if and when he has to, and has done so in other cases. Here, however, he doesn't have to to accomplish the objective of Act 312, that being to bring the parties to contract.)

The City offered a ten percent salary increase over the present wage level for the contract year 1975-76 and eight percent for the year 1976-77. The Association offered for the first year a salary schedule in specific dollar amount, not tied to percentage, contemplating in addition thereto a change in the salary structure. The Association's offer covering the second year, made somewhat "under the gun" only after it became obvious that the Chairman might subscribe to a contract of two years' duration, was for a six percent increase over 1975-76 levels plus cost-of-living, specifically a \$25.00 annual increase, payable quarterly, for each .4 increase in the Consumer Price Index; the same to commence three months after July 1, 1976.

When the Association's second-year offer is weighed against the City's, the indefiniteness of the Association's offer is at once apparent. The extent to which the parties seriously evaluated the

introduction of a cost-of-living factor into their labor relations is not clear from the record, leaving a very marked impression in the Chairman's mind that it was never really seriously analyzed from a cost factor by either party and certainly not by both parties together. That impression is further enhanced by the rather "last minute" nature of the Association's offer, reluctantly made.

The only evidence in the record giving any indication at all what the adoption of a cost-of-living concept would cost appears at page 50 of the transcript of the arbitration hearing, wherein Association witness Jerome Tomaszewski testified that the Association prefers a one-year contract because of changing economic conditions by reason of which the cost of living over the recently expired two-year contract period increased at least 12% in each of those years. That figure was not documented but the arbitrator can believe on the basis of his own experience and what he reads and hears in the news that Tomaszewski's testimony in that regard is supportable. If the cost of living should continue to climb at that or a comparable rate, and many economists fear that it will, a 12% annual increase would represent thirty .4 increases, for each of which the Union's last offer contemplates a \$25.00 salary increase, or an annual cost of living adjustment of \$750.00. At that rate, and it is admittedly conjectural, the Association's second-year proposal contemplates, first of all, a six percent across-the-board increase over the 1975-76 level and what would be tantamount to another six to eight percent increase predicated on cost of living.

The difference between the City's last and best offer covering the year 1976-77 and the Association's is remarkable, and sufficiently significant as to justify, in the Chairman's opinion, a return to the bargaining table to permit the parties to work out that difference themselves rather than have a neutral arbitrator impose his judgment on the question, where, to accomplish the objectives of Act 312, he doesn't have to do that.

Leaving to be resolved, then, whether the City's last and best offer of a ten percent salary increase or the Association's offer in fixed dollar amount with restructuring should be recommended.

There were at the time of the arbitration hearing 13 bargaining unit members whose annual salaries ranged, under the expired agreement, from a high of \$10,566.40 to a low of \$8,297.64, the hiring rate (although it is believed that the newest hired employee had progressed beyond the hiring rate by the time of the hearing.) The salary structure, as opposed to range, calls for a hiring rate for Firemen, then a six-month rate, a one-year rate, a rate for Drivers, a rate for Captains, and finally a rate for Assistant Chief. The most objectionable facet of the current structure from the Association's point of view is that a Fireman reaches his maximum attainable rate after one year's service and thereafter can earn no higher rate unless and until he is promoted to Driver or higher. A second objection is that the Drivers are all classified and paid the same, whereas those of longer service are held to higher degrees of responsibility than Drivers of lesser service.

Accordingly, the Association would restructure the salary schedule to add two new levels of accomplishment for Firemen, a three-year rate and a five-year rate, and would classify Drivers as Senior Drivers and Junior Drivers depending on length of service. As earlier indicated, the Association's proposal also

calls for a fixed dollar allocation to each salary level, permitting the following tabular comparison between the City's last and best offer and the Association's:

	<u>City</u>	<u>Association</u>
Hiring Rate	\$9,127.40	\$8,650.00
Six-Month	9,634.48	9,030.00
One-Year	10,141.56	9,362.00
Three-Year	---	9,895.00
Five-Year	---	10,445.00
*Jr. Driver	10,619.75	10,781.00
*Sr. Driver	10,619.75	11,148.00
Captain	11,096.23	11,784.00
Assistant Chief	11,623.04	12,420.00

At the time of the hearing, the 13 employees in the bargaining unit were classified as follows: three Firemen, seven Drivers, two Captains and one Assistant Chief. Under the City's offer, each of those employees would receive an increase of ten percent, at a cost to the City of something slightly in excess of \$12,550. If the Association's proposal were adopted, length of service becomes a significant factor because all but the newest hired Fireman have more than five years' service. Assuming that employee to be earning at the one-year level, \$9,362, the total cost to the City to adopt the Association's proposal would be in the neighborhood of \$18,250, about one-third more than the City has offered.**

*Joint Exhibit 1 shows employees Bjorkquist, Anderson, Tetsworth, Gerschewski, Hanson and Carlson as earning the same rate under the expired agreement, all identified as Drivers. The differentiation between Junior and Senior Drivers, newly proposed, would result in a higher salary level for those qualifying as Senior Drivers than for those qualifying as Junior Drivers.

**The Chairman understands that employees Tremblay and Tomaszewski and Wittlief are or would become Captains, employees Bjorkquist, Anderson and Tetsworth are or would become Senior Drivers, employees Gerschewski, Hanson and Carlson are or would become Junior Drivers, and employees Bergren and Bialik are five-year Firemen. He also understands that Ass't. Chief Johnson has been retired since the arbitration hearing and has not yet been replaced, but these figures and those earlier considered in this Opinion are computed as if Johnson were still actively employed.

It is a common practice, and one recognized as valid by Act 312 itself, to evaluate wage and salary benefits paid to employees engaged in similar work in other communities with the wages and salaries paid to the employees whose contract is in arbitration. The Association has offered such comparison here, choosing as its "comparables" the cities of Petoskey, Cadillac, Traverse City and Big Rapids, Michigan.

The Association did not put Petoskey's contract in evidence, but Captain Tomaszewski testified as to some of its pertinent provisions. Petoskey's 1974-75 salary level of \$9,184.80 for the Fireman classification is slightly less than Manistee's salary level of \$9,219.60, but Petoskey had a cost-of-living factor of \$25.00 for each .4 increase in the Consumer Price Index that Manistee has not had. As earlier indicated, that would represent \$750.00 annually if the cost of living actually rose 12% over the contract year 1974-75. Petoskey's Fire Fighters clearly fared considerably better than Manistee's in terms of total wages paid in 1974-75.

As is almost always the case, however, salary comparisons standing alone do not reflect the whole picture. A comparison of all benefits must be made to see if perhaps the emphasis in some locations is on elements other than wages. Comparing Petoskey and Manistee for the contract year 1974-75 shows parity in many facets of contract, Blue Cross-Blue Shield, Life Insurance, and Uniforms to name a few. Neither enjoyed a Food Allowance under that year's contracts. Manistee fared significantly better in the amount of vacation offered and in the number of holidays. It fared worse,

however, in the treatment of time lost for sick leave. Petoskey also received \$35.00 annually for dry cleaning; Manistee nothing.

Cadillac's 1974-75 salary rate for Firemen is shown in Association's Exhibit 8 as being \$9,125.00. Cadillac, too, had a cost-of-living factor, adding another \$230.00 to the annual salary. In addition, Cadillac paid a \$242 night shift premium and a \$220 food allowance that Manistee has not paid. In fact, with the exceptions of sick leave and vacation allowance, Manistee has not compared very well with Cadillac.

Traverse City has a salary structure similar in many respects to that proposed by the Association. It calls for a hiring salary for Firemen for the year beginning July 1, 1975, of \$9,050, a six-month salary of \$9,430, a twelve-month salary of \$9,762, a three-year salary of \$10,295, and a five-year salary of \$10,945. The Association's proposal for each of the same five levels calls for less than Traverse City is paying.

Traverse City has four higher wage levels, \$11,281 for a first year Lieutenant, \$11,648 for all other Lieutenants, \$12,052 for a first year Captain and \$12,456 for all other Captains. Again, the Association's proposal here is somewhat lower than Traverse City is paying for what presumably is comparable work.

In addition, Traverse City pays its Fire Fighters a cost-of-living allowance, thereby further enhancing their purchasing power, and a food allowance of \$2.50 per scheduled work day. In most other respects Traverse City's and Manistee's benefits are reasonably comparable.

It should be noted, for what it is worth, that Traverse City's population is shown as being 18,500, whereas Manistee's is about half that. Notwithstanding, the two communities are much alike physically and the Chairman cannot conceive that the duties of a Fire Fighter, and his exposure to danger, could be much different in one city than in the other. Neither has the City made any such claim. If there is any significant difference in revenues justifying the disparity between Traverse City and Manistee, it wasn't offered at the arbitration hearing.

Big Rapids paid its "Journeymen" Fire Fighters, identified as any Fireman with four years' experience and service, \$9,730 for the year 1974-75. According to the testimony of Tomaszewski, but not documented by the Association, Big Rapids and its Fire Fighters have recently concluded negotiations for 1975-76 and 1976-77 calling for ten percent and six percent increases respectively. That would bring the four-year Fireman to \$10,703 for the year 1975-76, some \$908 more than would be paid a fire fighter of comparable service under the Association's proposal.

A review of the Big Rapids Agreement covering the years 1973-75, recently expired, offered in evidence by the Association, shows that Big Rapids and Manistee are reasonably comparable in the area of fringe benefits.

The City of Manistee did not offer any "comparables" such as those offered by the Association, and, no doubt, for good reason. Those chosen by the Association are clearly acceptable and the City is realistic enough to know that. The Chairman might have expected one party or the other to offer Ludington as a comparable, since in reality it is Manistee's nearest neighbor both geographically and in

terms of population served, but neither did so, presumably for reasons of its own. Association Exhibit 8, which is a compilation of information relating to wages, fringe benefits and working conditions as negotiated for Fire Fighters throughout the State of Michigan, does not include Ludington in its survey, so the Chairman cannot rely on that exhibit in making his own comparison of Ludington with Manistee. Nor in view of the information furnished about Petoskey, Cadillac, Traverse City and Big Rapids is there any real need to do so.

The Chairman is satisfied from the foregoing that the Association's last offer in the area of wages and wage structure is more equitable than the City's. At the beginning levels of employment, the City's offer is significantly more generous than the Association's, but there is only one employee out of 13 who would benefit therefrom. For employees with five years' service or more, the Association's offer is more consistent with and indeed in significant respect is less demanding than what is being paid in the communities of Petoskey, Cadillac, Traverse City and Big Rapids. The City of Manistee demands as much service from its Fire Fighters as those four neighboring communities, and it should expect to pay the going rate for that service, best exemplified by what others of reasonably similar means are paying for reasonably similar work. The Chairman does not find that the differences that exist between Manistee and its neighbors in fringe benefits provided are so remarkable as to warrant a continuation of the disparity in salaries that would result if the City's last offer were adopted here.

AWARD

The Chairman finds the Association's last offer, calling for a salary level in fixed dollar amount and a salary structure that contemplates a three-year and five-year level for Firemen, and classifications F2, F3, F4 and F5 for Junior Drivers, Senior Drivers, Captain and Assistant Chief, respectively, consistent with what other communities comparable to Manistee are paying. His award, therefore, contemplates the implementation of the Association's last and best offer for the contract year beginning July 1, 1975 and ending June 30, 1976.

Oct 30, 1975

Walter Kordley
Chairman

Affirming _____

Dissenting X

John E. Hart
Edward G. Berger

Affirming X

Dissenting _____

Item 4 - Food Allowance

The Association has demanded a food allowance of \$2.50 per man per 24-hour shift worked. The City has never paid food allowance to fire fighters and its last offer contemplates no change in that policy.

It is not uncommon to pay fire fighters a daily food allowance to cover the cost of the food they must bring or prepare to meet their needs over their 24-hour duty periods. Of the 104 communities reported in Association Exhibit 8, some 60 either pay food allowance in widely varying amounts or provide food at the community's expense to their fire fighters. The reasoning is that fire fighters on 24-hour shifts are not free to eat at home, as most employees are, and are therefore put to an expense that other employees working regular eight-hour shifts do not have to meet. Contra, it is argued that a fire fighter's home food budget is reduced, to some extent at least, by his not being home for as many meals as employees working normal shifts. The latter argument has some merit, of course, although it tends to ignore a fact that seems reasonably obvious, that it costs less to feed a family as a unit eating together than it costs to feed each member eating his own separately purchased and separately prepared meal.

Were the Chairman to subscribe to a contract of two years' duration, as proposed by the City, he would be more inclined to "sweeten the pot" for the Association by adopting its last offer on food allowance. The extra year's labor peace might justify such action. Here, however, the Association has strongly urged only a one-year contract, meaning that the parties will be back to the

bargaining table next summer. Meanwhile, the Chairman has adopted the Association's salary proposal at a cost to the City of nearly one-third more than it offered to pay. The dollars available to the City are not limitless, and the fire fighters will have received their fair share of those dollars in increased salaries and improved longevity benefits through this arbitration. Indeed, one of the factors compelling the Chairman to find in the Association's favor on the salary question was the payment of food allowance by other communities comparable to Manistee. Having already taken that factor into account in awarding adoption of the Association's last offer on salaries, he cannot take it into account again without compounding its application to the facts.

AWARD

The Chairman has taken into account in his adoption of the Association's last offer concerning salaries the fact that food allowance is paid by many other communities to their fire fighters. By adopting the City's last offer on the question, to wit, that no food allowance be paid, he does not mean to, and obviously has no authority to foreclose the issue from future contract negotiations. He finds, however, that in view of what he considers to be a substantial improvement in salaries and in the salary structure itself, the Association's demand for food allowance cannot be justified at this time. Accordingly, the Chairman adopts the City's last offer on this issue.

Oct 30, 1975

Affirming X

Dissenting

Affirming

Dissenting X

James Kardley
Chairman

John C. Hall

Edward B. Bergren

Item 5 - Residency

The question of residency was raised in the recently completed arbitration between the City and its Police Officers' Association, and the issue was resolved in favor of a relaxation of the residency requirements.

All of the reasons advanced by the Chairman in subscribing to the police officers' request for a change are as valid here as in that arbitration. It is difficult to conceive how the public can be prejudiced to any appreciable extent by extending the mileage limit from a fire fighter's residence to his fire station from what it has been to what it would be if he moved to a point five miles out of town.

The Chairman is not unaware that residency requirements in other locations have been upheld, and he has no quarrel with those arbitrators and courts who have supported residency requirements under the facts confronting them. He does not find the facts here to be so compelling, however, as to justify a continuation of a requirement that to him seems unreasonable.

AWARD

The Chairman adopts the Association's last offer that fire fighters be permitted to reside outside the City of Manistee but at a location no greater than five miles from the city limits, and makes his award accordingly.

Oct 30, 1975

James Keady
Chairman

Affirming _____

Dissenting X

John E. Hart

Affirming X

Dissenting _____

Edward B. Bergren

Item 6 - Sick Leave Accumulation

This is another issue that confronted the Chairman in the recently concluded arbitration between the City and the Police Officers' Association. The Chairman adopted the City's last offer permitting accumulation of sick days to a total of 125, believing that it was more reasonable than the police officers' demand for unlimited accumulation.

At first blush, the parties here might well expect the Chairman to adopt the City's last offer of 125 days' accumulation rather than the Association's demand for 150 days' accumulation. It might be argued that consistency of treatment among the different groups of city employees requires such an award. But that ignores the fact that the police officers and the fire fighters are not treated the same in the manner in which sick leave is charged against them. A policeman absent from duty over his eight-hour shift is charged one day of sick leave against his accumulated bank of days. A fire fighter, however, works 24 hours at a time, and when he is absent a full 24-hour shift, he has been charged three days against his bank of days. (The Association's demand for a two-day charge is discussed hereafter). The treatment given the police is appropriate, of course, and so has been the treatment given the fire fighters, at least up to now, but it can hardly be disputed that the two groups are not treated the same. A one day's head cold for a police officer results in his using one day of sick leave. A cold of the same severity has cost the fire fighter three days of sick leave.

Since the manner of charging off sick leave differs between the police and the fire fighters, consistency doesn't demand that the manner of accumulating sick leave be the same. Indeed, consistency is not the objective at all, but, rather, fairness.

The Chairman has no argument with the fact that the fire fighters, working 24-hour shifts as they do, should be charged more than one day for each 24-hour absence. He doesn't mean to suggest that by adopting the Association's last offer of 150 days' accumulation of sick leave he believes the police and the fire fighters should be treated the same, because he doesn't. At the same time, if the fire fighters are to incur a two- or three-day charge for absences for which the police incur only a one-day charge, then it follows that there is some justification for giving the fire fighters a greater accumulation of sick days. The ultimate, of course, would be to permit unlimited accumulation for both groups, a concept the Chairman rejected in the Police Officers' Association arbitration, and a demand the fire fighters haven't made.

AWARD

The Chairman adopts the Association's last offer concerning the accumulation of sick leave to a maximum of 150 days, and makes his award accordingly.

Oct 30, 1975

Affirming _____

Dissenting X

Affirming X

Dissenting _____

James Randle
Chairman

John E. Clark

Edward B. Bergman

Item 7 - Shift Differential

Association Exhibit 8 shows that no more than a dozen communities around the state pay their fire fighters night shift premium and that a few of those that do have only recently come to do so. The concept of paying night shift premium to fire fighters obviously has not won wide acceptance yet.

There is some merit to the Association's argument that premium pay should be paid to 24-hour shift fire fighters just as it is paid almost universally in industry. Second- and third-shift hours are generally accepted by most employers and employee groups as less desirable than first- or day-shift hours. The reasons that make them less desirable, for most people at least, are obvious and need no delineation here. Not the least of those reasons, however, is the night-shift worker's separation from his family during those hours of the day when the family is best able to do things together. Another, of course, is the fact that many meaningful social and neo-social events occur in the evening and a night-shift worker is simply not able to participate in those events.

These reasons do not take on as much significance for a fire fighter who works a 24-hour shift and then has two days off. On that schedule, it is only every third night that his duties require his absence from his family and social and other events normally held in the evening. Indeed, one could make a pretty strong argument that taking everything into account a fire fighter actually has as much or more time available for family affairs and other social intercourse as the employee working the standard and traditional 40-hour week, regardless of shift.

The Chairman does not discount the disrupting influence of a 24-hour shift, both of the employee and on his family. He believes, however, that the advantages of a one-day on, two-day off schedule offset the disadvantages, and that paying premium pay for night shift hours under such a schedule cannot be justified by the same reasons premium pay is paid in industry.

AWARD

The Chairman is not persuaded that night shift premium should be paid to any employee whose schedule permits two full days off duty for every 24-hour duty period. The disadvantages of the latter are offset by the advantages of the former. Accordingly, the Chairman finds the City's last offer on this issue to be reasonable and equitable.

Feb 30, 1975

Joan E. Keady
Chairman

Assenting X

Dissenting

Assenting

Dissenting X

John E. Hax

Edward A. Bergren

Item 9 - Sick Leave Charges

This issue has been alluded to earlier in that relating to the accumulation of sick days.

It has been the practice, reinforced by contract, to charge a fire fighter absent the entire shift on his duty day three days' sick leave. The practice is not without a basis in logic or reason: the absent firefighter is scheduled to work 24 hours, he is paid for working 24 hours, and he should therefore be charged sick leave for all the time he is absent.

Manistee's fire fighters earn one day of sick leave per month to a maximum in the past of 100 days. Thus, one duty day's absence for an illness of one day's duration has cost the absent fire fighter three months' accumulation of leave time. At the same time, a City employee working a normal 40-hour, five-day per week shift, missing one day's work for the same kind of illness is charged only one month's accumulation. Needless to say, all things being equal, a fire fighter is going to have considerably more difficulty building up a bank of sick days that he might rely on in future years than a non-fire fighter, and only because his regular work day is 24 hours long rather than eight.

At the same time, there is justification for charging an absent fire fighter more than one day's sick leave for a duty day's absence. One day for him, 24 hours in length, represents better than 40% of his work week, which by law cannot be more than 56 hours. One day's absence for an employee working five eight-hour days represents only 20% of his work week. The cost to the City in terms of lost man-hours, particularly if off-duty employees have to be called in

as replacements, is significantly greater in the case of an absent fire fighter than in the case of an eight-hour per day employee.

One other consideration that ought to be mentioned is the all too normal propensity of some employees to absent themselves from work on days conjunctive with other days off, such as on Mondays, Fridays, and days before and after holidays. Realistically, fire fighters working one day on and two days off could well be expected to use a sick leave day occasionally to give themselves five-day leaves of absence if the penalty, if it is proper to call it that, for missing a duty day's work were only one day's sick leave.

The Chairman is satisfied that the Association's last offer calling for a charge of two days' sick leave for each duty day's absence is a reasonable compromise between what the practice for fire fighters has been and what it is for non-fire fighter employees. A charge of that magnitude is sufficiently significant as to encourage a fire fighter on the borderline of sickness to report for work rather than lose two days' sick leave, and not so severe as to unduly penalize an employee who for reasons he cannot help is forced to take a day off.

AWARD

The Chairman finds the Association's last offer calling for a charge of only two days' sick leave instead of three days' for a duty day's absence because of sickness both reasonable and

practical, and makes his award accordingly.

Oct 30, 1975

Affirming _____

Dissenting X

Affirming X

Dissenting _____

J. Wayne Eardley
Chairman

John E. Hunt

Edward A. Bergen

Item 11 - Medical Coverage

The Association has demanded broader Blue Cross-Blue Shield coverage to include major medical. It estimates the cost thereof to be \$6.40 per month per employee. The City proposes no change in the coverage heretofore provided.

A review of Association Exhibit 8 reveals that as of February 15, 1975, only two of the many communities reported therein provide major medical coverage to their fire fighters, Battle Creek and Ishpeming. None of the cities chosen by the Association as "comparables", Petoskey, Cadillac, Traverse City and Big Rapids, offer their fire fighters major medical coverage.

The Chairman is not reluctant to blaze a new trail where he thinks it justified, but he doesn't see any justification for it here. The salary award heretofore made is sufficient that the fire fighters, if they really want major medical coverage, can afford to pay the cost thereof themselves. Equity does not demand that the City assume that cost.

AWARD

The Chairman is satisfied that the City's present Blue Cross-Blue Shield insurance program is equitable and that it provides hospitalization coverage consistent with that being supplied by most communities statewide. He therefore rejects the Association's last offer and makes his award accordingly.

Feb 30, 1975

Assenting X

Dissenting

Assenting

Dissenting X

James E. Sander
Chairman

John E. Hest

Edward A. Bergren

Item 12 - Vacations

The Chairman finds that Manistee's fire fighters already enjoy a vacation schedule far more generous than most people generally and fire fighters in particular. The present program calls for one week's vacation after one year of service, two weeks after three years, three weeks after eight years, four weeks after 15 years, and five weeks after 25 years.

Petoskey gives three weeks after ten years and four weeks after 18 years. Cadillac gives four weeks maximum after 15 years. Big Rapids gives a maximum of four weeks after 14 years, one year sooner than Manistee, but doesn't give anyone five weeks' vacation.

In view of the foregoing, the Chairman is satisfied that Manistee's fire fighters are treated as well as or better than fire fighters generally when it comes to earned vacations. The Association's request for additional vacation time cannot be justified in view of the generous program the fire fighters now enjoy.

AWARD

The Chairman adopts the City's last offer concerning the Association's demand for more vacation time, an offer that contemplates no change in vacation time whatever. He makes his award accordingly.

Oct 30, 1975

Affirming X

Dissenting

Affirming

Dissenting X

J. Warner Sandley
Chairman

John E. Hant

Edward A. Bergren