

7/30/72

Manistee, City of

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the  
City of Manistee

And

International Association of  
Firefighters, C.I.O. AFL  
Local 645

7/30/72 Thomas Lo Cicero

FINDINGS,  
DECISION AND AWARD  
OF ARBITRATION PANEL

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Pursuant to Section 5 of the Police-Firefighters Arbitration Act (Act No. 312, Public Acts of 1969), the Hon. Robert G. Howlett, Chairman of the Michigan Employment Relations Commission appointed Thomas V. Lo Cicero to an arbitration panel including himself, as Impartial Chairman, and John E. Hart, Attorney for the City of Manistee, Michigan, and Edward Bergren of the Firefighters Union.

In accordance with an order of the Hon. Charles A. Wickens, Circuit Judge of Manistee County, entered October 26, 1971 as reviewed by the Court of Appeals, on February 3, 1972, this arbitration hearing relating to the Firefighters' dispute with the City of Manistee was held separately from the hearing relating to the Police Officers' dispute with the City.

Furthermore, notice of all hearings in each case was given to Miss Margaret Fett, City Clerk, as a representative of the City's salaried employees, and Miss Fett appeared at all such hearings, was given an opportunity to present evidence, but none was proffered.

Testimony was taken over a period of two days, on behalf of the Firefighters from Jerome Tomaselewski and Edward Bergren through their attorney, Darryl R. Cochrane, and on behalf of the City from Chester Glocheski, City Manager, through the City's attorney, John E. Hart. Statements were also made by each of the above-named attorneys.

Although the dispute initially concerned the fiscal year 1971-72, it was unanimously agreed that the Arbitration Panel would decide the issues both for that year and also for the fiscal year 1972-73.

Tape recordings of all presentations were made, some eleven exhibits were submitted by the Union and five exhibits by the City and full opportunity to examine and cross-examine all witnesses was afforded to each party.

#### FINDINGS

Based upon the evidence submitted to the Arbitrators, it is fair and reasonable to make the following Findings of Fact:

1. In the fiscal year, July 1, 1969 to June 30, 1970 Firefighters and Police Officers both received a basic salary of \$6,379.46 per year. In negotiating for increases for the following year, 1970-71 disputes arose with each Union. The Firefighters settled their dispute with an 8 per cent increase, increasing the basic salary to \$6,889.48. However, the Police Officers' dispute was submitted to arbitration, from which an award of 8 per cent was made, but a \$400.00 additional annual allowance was granted based upon a change in classification and duties. Under the new concept, patrolmen were designated as Public Safety Officers and required to answer fire calls and assist in fighting fires. At that time, three firefighters were transferred to the Police Department, without filling the vacancies in the Fire Department, and trained as public safety officers.

Although consideration has been given to a completely integrated Police and Fire Department, such integration has not resulted. However, the Police Department receives the initial call of a fire alarm, and proceeds to the fire on the call of the Fire Department. At the scene of a fire, the Public Safety Officers not only direct traffic, etc. but also must help with the fire hoses and on occasion help in actual fire fighting.

Needless to say, the Fire-fighters disagree that the additional duties given patrolmen as fire-fighters do not justify the differential of \$400.00, and therefore demand parity with the police department.

2. For the fiscal year 1971-72, the City provided no increases for employees in the fire or police departments and so both groups have demanded arbitration to settle the disputes. The Firefighters ask for a \$2,500.00 annual increase in addition to parity with the Police Department.

3. For the fiscal year 1972-73, the City has included in its budget sufficient money to give a 10.775 percent increase to cover the fiscal years 71-72 and 72-73, but not to pay any increase retroactively to July 1, 1971. The proposed increase would begin July 1, 1972.

4. The City has just concluded negotiations with employees of the Department of Public Works in which settlement the following was agreed:

- a. A 2-year contract for the period from July 1, 1971 to June 30, 1973, with wage increases of 5-1/2% for the fiscal year 71-72, retroactive to July 1, 1971 and an additional increase of 6% for the fiscal year beginning July 1, 1972.
- b. Three additional half holidays.



- c. Vacation pay and vacations revised to provide:
  - three weeks vacation after 8 years service, and
  - four weeks vacation after 15 years service.
- d. The above to be adjusted to comply with the terms resulting from this Arbitration Award.

5. The City indicated that the above recited terms were offered to both the Police Officers and the Firefighters sometime in September, 1971.

6. Some disputed issues were settled during the hearing as follows:

- a. Overtime - Agreement was reached on incorporating the following specific language in the new contract relating to "Overtime":

"Section 1 - All employees shall receive time and one-half (1-1/2) pay for all time worked in excess of their regularly-scheduled work day (24 consecutive hours). Where an employee is called back to serve, he shall receive a minimum of four (4) hour's pay at time and one-half and may be required to work the full four (4) hours."

"Section 2 - Overtime pay at time and one-half (1-1/2) shall be calculated by dividing the employee's weekly salary by 56 hours."

- b. Normal Maintenance Hours  
Agreement was also reached on the following language:

"Normal maintenance of the Fire Hall, living quarters and equipment of the Fire Department shall be done by the employees of this Department between the hours of 8:00 A.M. and 5:00 P.M., except in case of emergency. No employee of this Department shall be routinely required to perform the normal duties of any other Department of the City."

c. Maintenance of Conditions -

The parties agreed to incorporate the following provision in the contract:

"Wages, hours and conditions of employment in effect at the execution of this Agreement, shall, except as improved herein, be maintained while this Agreement is in effect. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement."

d. Holidays -

The following additional holidays were agreed upon:

- Good Friday morning, thus making all of Good Friday a holiday;
- Christmas Eve morning, making that full day a holiday; and
- New Year's Eve morning, also making that full day a holiday.

7. Other Disputed Issues:

a. Vacations

The Union seeks to amend the present vacation provisions.

The principal change proposed is the substitution of (1) "two and one-half (2-1/2) 24-hour working periods off" for each one week vacation. Presently for each vacation week, an employee is paid a week's salary, and given seven calendar (8 hour) days off.

and Sick and Accident disability coverage. There is no need to justify an increase on these items since the present benefits are rather modest. But the total cost of other increases awarded does not permit any substantial increase for these coverages this year. However, it is important to note that there is no coverage of double indemnity for accidental death and dismemberment and we therefore award such coverage effective the first of August, 1972. The nominal cost of this benefit, so necessary to employees facing the unusual dangers of police officers and firefighters is fully justified.

#### Shift Differential

Since the City and the Police Officers Association are agreeable to an improvement in shift differential as hereinafter detailed, the Panel does hereby award such change as follows:

For the fiscal year 1972-73, Shift differential for the second shift shall be increased to 10¢ per hour; and for the third shift, it shall be increased to 15¢ per hour.

#### Holidays

In order to equalize holidays in the Police Department with those in other departments, we award the following as additional holidays in the police department, effective the fiscal year 1971-72:

- All day New Year's Eve
- One-half (1/2) day Christmas Eve, making that full day a holiday, and
- One half (1/2) day Good Friday, also making that full day a holiday.



c. Compulsory Arbitration

The Union proposes, as part of the Grievance Procedure the settlement of all unresolved grievances by compulsory arbitration as the final step. The City objects on the ground that this deprives the Council a constitutional right to act as an employer and make the final decision of a dispute.

d. Life Insurance

For the fiscal year 1972-73, the Union demands an increase in life insurance coverage to \$10,000.00 with double indemnity for accidental death.

e. Sick and Accident Disability Insurance

An increase in Disability insurance benefits from 52 weeks at \$40.00 per week to 52 weeks at \$60.00 per week is also requested.

f. Shift Differential

An increase in shift differential is requested.

DECISION AND AWARD

In accordance with the criteria set forth in the statute, the Arbitration Panel has reached the following conclusion and hereby makes awards on each of the issues as follows:

Term of Contract

A two-year contract for the fiscal years July 1, 1971 to June 30, 1973.

Salary Increases

1. A salary increase of five and one-half (5-1/2%) percent

over salary rates in effect on June 30, 1971, retroactive to July 1, 1971.

2. A further increase of Four hundred (\$400.00) Dollars per year beginning the Fiscal year 1972-73 to equalize the salaries of firefighters with those of public safety officers.

3. A salary increase of six (6%) per cent over salary rates in effect on June 30, 1972, after adding the five and one-half (5-1/2%) percent awarded for the fiscal year 1971-72.

In the opinion of the panel the percentage increases are fully justified by the action of the City in granting similar increases to City employees of other departments. With reference to the increase to obtain parity with public safety officers, we are not fully convinced that at this time the additional duties assigned to the public safety officers are of such substance as to justify the differential of Four Hundred (\$400.00) Dollars per year. Furthermore, salaries of police officers and firefighters in comparable nearby cities are on a par between the two branches of service. These include the cities of Cadillac, Petoskey, Big Rapids and Traverse City. Also, the increases awarded above will bring the Manistee salaries into a very favorable comparison with these same cities.

Overtime, Normal Maintenance Hours, Maintenance of Conditions, and Holidays

The language relating to "Overtime," "Normal Maintenance Hours," "Maintenance of Conditions" and "Holidays" as agreed upon at the hearings is hereby awarded as set forth in detail above.

Vacations and Sick Leave

Careful consideration has been given to the Union's request that a change be made by substituting a "two and one-half 24-hour working periods as equivalent to one vacation week" and a similar redefinition on sick leave. Although the idea is interesting, the Panel does not believe the change should be made at this time. We do, therefore, award vacation benefits and Sick Leave benefits, as follows:

Vacations (Retroactive to fiscal year 1971-1972)

One week's vacation after one (1) year of service;  
Two weeks' vacation after three (3) years of service;  
Three weeks' vacation after eight (8) years of service;  
and Four weeks' vacation after fifteen (15) years of service;

- all without loss in pay as given heretofore.

Sick Leave - Benefits as in effect heretofore.

Insurance (Life and Sickness and Accident)

It is the decision of the Panel that no change should be made at this time to increase the amount of life insurance and Sick and Accident disability coverage. There is no need to justify an increase on these items since the present benefits

are rather modest. But the total cost of other increases awarded does not permit any substantial increase for these coverages this year. However, it is important to note that there is no coverage of double indemnity for accidental death and dismemberment and we therefore award such coverage effective the first of August, 1972. The nominal cost of this benefit, so necessary to employees facing the unusual dangers of police officers and firefighters is fully justified.

#### Shift Differential

The previous contract made no provision for a shift differential to firefighters. It is interesting to note that very few cities provide this benefit for firefighters, whereas many do provide it for police officers. This marked difference, we believe, is due to the fact that firefighters work a platoon system while police departments work a regular 40-hour week. Accordingly, we do not award a shift differential to firefighters.

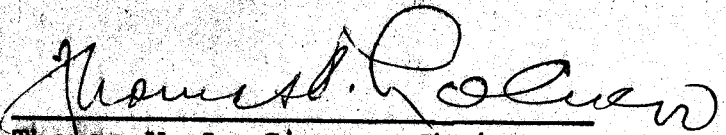
#### Compulsory Arbitration

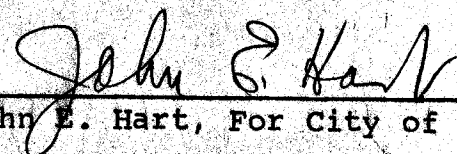
This question has been the subject of much discussion among labor relations personnel but even the legislature has not yet endorsed compulsory arbitration with any great enthusiasm. Some Arbitration panels in some instances have awarded such a clause and the consensus seems to favor it.

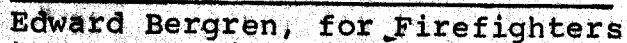
However, the present Act, Act 312, P.A. of 1969, which has just been extended, in our opinion, affords each party ample right and opportunity to make use of Arbitration so that no contract clause is actually required. Under these circumstances, and until a stronger need for a contractual provision develops, we do not award a Compulsory Arbitration clause, as requested by the Union.

In order that questions on the interpretation of the foregoing awards may be promptly settled by this Panel, jurisdiction hereof is retained until the several awards have been fully implemented.

Dated: July 30, 1972

  
Thomas V. Lo Cicero, Chairman

of   
John E. Hart, For City of Manistee

  
Edward Bergren, for Firefighters  
Local 645