

10/29/74

ARB

*Mt Pleasant, City of*

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In the Matter of the Arbitration between

THE CITY OF MT. PLEASANT, MICHIGAN

-and-

MT. PLEASANT FIRE FIGHTERS ASSOCIATION

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10/29/74

This arbitration proceeding was conducted pursuant to the Police-Firefighters Arbitration Act, (Act No. 312, Public Acts of 1969, as amended). A hearing was held in Mt. Pleasant, Michigan on July 17, 1974. Under arrangements agreed to at the hearing, the Firefighters filed its brief dated July 25, 1974. The City responded with its brief dated August 15, 1974 and the Fire Fighters filed its final and reply brief dated August 22, 1974.

ARBITRATION PANEL

E.J. FORSYTHE, Chairman  
 EARLE DEGUISE, Association Designee  
 WILLIAM B. BARREN, City Designee

For the City

JOHN LYNCH, ESQ.  
 DENNIS S. STEVENSON, Fire Chief and Witness

For the Association

JOHN J. MOSKAL, ESQ.  
 WILLIAM SAVAGE, Fire Fighter and Witness

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JUL 31 1976

*Forsythe, E.J.*

No issue of arbitrability was raised. No question was raised as to the legality or authority of the arbitration panel to determine the issues presented. Time limits were extended as required to meet the restrictions of the statute.

On August 8, 1973, the Mt. Pleasant Firefighters' Association notified the City of Mt. Pleasant that they desired to commence negotiations for a labor agreement covering the calendar year 1974. Negotiations started September 12, 1973. In due course a mediator was called in. On February 21, 1974, the Union, through counsel, requested binding arbitration under Act 312 of the Public Acts of 1969, Act 312 as amended.

The Statute requires that at or before the conclusion of the hearing the arbitration panel shall identify the economic issues in dispute and direct the parties to submit their last offers of settlement as to each economic issues. The panel must adopt the last offer of settlement which in its opinion complies with the applicable factors involved. As to those issues declared to be non-economic, the normal arbitration procedure applies.

ARTICLES MUTUALLY AGREED UPON BETWEEN THE PARTIES  
FOLLOWING EXCHANGE OF LAST BEST OFFERS

Following receipt of the Last Best Offer brief by the Association and the brief submitted by the City, there were clauses which the City was willing to accept, and therefore are of course included as part of the Contract by the unanimous concurrence of the panel.

They are Issues 1 - 3.

Issue No. 1    A. Article 15, Working Hours, Section 2, is eliminated in its entirety, and substitute therefor the following:

The wage rates set forth herein shall commence at 12:01 a.m. January 1, 1975, and end at 12:00 midnight, December 31, 1975.

Issue No. 2    B. Termination, Modification

This agreement shall continue in full force and effect until 11:59 p.m. December 31, 1975.

Issue No. 3    F. Article 17, Section 2, Overtime shall read as follows:

The overtime rate shall be 1-1/2 times the straight time pay rate.

The panel in reviewing items presented, through briefs and arguments must be guided by the provisions of the statute and, of course always keeping in mind the role of the firefighters as well as all the other citizens in the City of Mt. Pleasant, Michigan.

The proposals were lettered or numbered differently in each brief presented. They will be identified as presented.

Issue No. 4    Association Proposal B

The proposal for this new section was not raised during negotiations and is not recommended for this Contract by the Chairman.

Mr. Barren concurs, Mr. DeGuise dissents.

Issue No. 5

Association Proposal C, Article XVII, Section 1

This is a legislative matter and proofs were not offered to substantiate it.

Mr. Barren concurs, Mr. DeGuise dissents.

Issue No. 6

Association Proposal E, Standby Pay, Section 1,

Union requests its elimination. The City requests the following language:

ARTICLE XIX STANDBY AND CALL PAY

Employees on Standby time by employer request, shall be compensated at the rate of two hours pay per duty day, three hours per duty day falling on Saturday; Sunday and holiday. If worked, standby time plus actual time worked shall be paid. City and Union Township residency is required to be eligible for standby. Standby will be equalized among eligible employees.

Section 2 An employee called back to work outside of regular hours shall receive three hours' straight time as a minimum or double time for actual hours worked, whichever is greater.

The language then clearly means that an individual on standby must be readily accessible to prompt return to the station, and the area contained therein is the area of Union Township. In effect, county-wide residency is the qualification.

Mr. Barren concurs, Mr. DeGuise dissents.

Issue No. 7

Association Proposal G, Article 26, Section 4,  
Duty Officer

This is merely a matter of up-dating the language in the Contract to read:

The duty officer concept will not be discontinued during 1974 and 1975, except by mutual agreement of local 1623 and the employer.

Only for the reason set forth in the Employer's brief does the Chairman have the City member dissenting.

Mr. DeGuise concurs, Mr. Barren dissents.

Issue No. 8

CLOTHING ALLOWANCE

Under the present Contract, the City provides all work and dress uniforms that the employees are required to wear. The employees are given \$75.00 for cleaning, repair and general maintenance of these uniforms which are provided by the City. The City maintains that if the cleaning and maintaining of uniforms does cost \$100.00 per year, the City would want the Union personnel to return their worn uniforms then they request replacement articles.

The Association submits that for Article 26, General, Section 3, Uniforms, substitute the following:

The employer will continue to furnish all work and dress uniforms that the employees are required to use. February 1 each year, the sum of \$100 shall be paid to each employee to provide for the cleaning and repair and general maintenance of personal items of uniform issued to him.

On the basis of expanding expenses and knowledge gained as to the practice in neighboring and similar communities, the Association's language is granted.

Mr. DeGuise concurs, Mr. Barren dissents.

Issue No. 9

DUTY OFFICER PAY

In its brief the Union conceded that it did not submit any direct evidence on the question of pay for the Duty Officer. It maintains that neither did the City. It argues that on that basis, there should be no change in the status of the Duty Officer, nor the pay received by the Duty Officers.

The position of the City on this issue as presented to the panel is as follows:

(A) Article XVII, Overtime, Section 5: Pay for the responsibility as duty officer, when performed, shall be \$2.50 per duty day to be paid with overtime on the payday following the end of the first pay period of each month to six fire equipment operators designated as qualified to perform the responsibility.

The statement presented is as outlined above, and under the last best economic offer concept as set forth in the statute such language is awarded to the City.

Mr. Barren concurs, Mr. DeGuise dissents

In the matter of Compensation, as to Article XVII, Compensation, Section 1, the City's last best economic offer is, that all wage rates shall provide that hourly wages shall be expressed in whole dollars and cents per hour. It reads as follows:

FIRE EQUIPMENT OPERATOR: (per hour)

<u>START</u>	<u>6 MOS.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
\$3.26	\$3.35	\$3.43	\$3.60	\$3.78

Issue No. 10

It is the position of the City that the exhibits offered by the parties show that the firemen of Mt. Pleasant compare favorable with the employment of firemen in comparable communities for wages to be paid in 1974. It says further that the overall compensation of firemen is commensurate with that of the employees in the City. It argues that the Union proposal would have the effect of placing a disproportionate wage increase in the eight man fire department with a resulting impact on the large Mt. Pleasant Police Officers' Association and the larger AFSCME 1606.

The Union's position in regard to compensation is that the fireman's standard work week is 56 hours per week and 2,912 hours per year, as compared to the traditional 40 hour week and 2,080 hours for other city employees. It notes that overtime for firemen does not start until after 24 consecutive hours on the job, or after 56 hours in any work week. The Union argues that these hours worked by firemen amount to 40% more than any other Mt. Pleasant city employee.

The Union contends that in 1973, every municipal employee for the City of Mt. Pleasant, other than a clerk and a clerk-typist, and the lowest laborer, received a higher hourly rate than the fireman and argues for 1974, if the Association's offer is awarded, every employee except a clerk, clerk-typist, and the lowest laborer, will receive a higher hourly rate than the firemen, if the firemen's increase is

averaged over two years. The Union contends that the rate of pay for individuals answering the telephone for the dial-a-ride operation is at the lowest level, higher than the firemen received in 1973 at the three year level.

The Union says that an average of the Union's offer over two years will mean that the fireman will pass the classifications of the clerk, clerk-typist, and laborer I, in the wage rate, and that leaves 18 other classifications, exclusive of policemen, at a higher wage rate.

As to comparable communities, the Union notes that it must be kept in mind that the Contracts entered into evidence have differing expiration dates based on the fiscal year of the municipality. Too, it points out that when one talks about comparable municipalities the population and area of coverage of the municipality for fire protection must be considered. It maintains that the testimony of the Fire Chief was that with an eight man operation, he has barely enough to maintain the full 24 hour protection. It says further that the testimony showed that the Mt. Pleasant Fire Department serviced not only the City of Mt. Pleasant, but in addition, two townships which pay a fee to the City for such fire protection.

As to base rates, the Association says that Cadillac, which services 10,000 inhabitants, had a base rate of \$3.13 plus a cost of living, which is determined to be 16¢ and a food allowance of 10¢, neither of which are a part of the Mt. Pleasant contract. It says



Cadillac also has premium pay for afternoons and nights and that their base rate amounts to \$3.33 per hour. The City of Big Rapids, with 12,000 population, had a base rate of \$3.34. The City of Marshall, with a population of 7,250, had \$3.58 base rate. Bangor Township has a rate of \$3.63 per hour. The City of Portage, with a population of 34,000, had a base rate of \$3.72. The City of Midland, with a population of 35,000 had a base rate of \$4.05.

The Union says the average of the municipalities listed above amounts to \$3.59 per hour for all or some part of 1974. It notes that the median figure is \$3.58 per hour, and states that when the Union's offer is averaged over two years, it comes to \$3.55 per hour, which it says is still below the median and below the average.

The Union says that an average of the occupations introduced for private industry in the community of Mt. Pleasant, including Total Leonard, Central Michigan University, State of Michigan Department of Mental Health, and the Giantway Supermarkets, shows that the average of these is \$4.36 per hour which it says is substantially above either the requested 1975 payment to the Union members or anything that the City as suggested as a fair rate of compensation.

As to its last best offer the Association says:

Article 28, Compensation, Section 1, Salaries:

Effective January 1, 1975, employees shall be paid on the basis of the following pay plan. All adjustments in wage and salary rates shall provide that hourly wages, and annual salaries, when divided by the standard number of work hours per year, shall be expressed in whole dollars and cents per hour.

Fire Equipment Operator:

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
\$9,931	\$10,187	\$10,433	\$10,955	\$11,501

In light of the circumstances of the City and its employees placing themselves on a calendar, the provisions of the Contract must be applicable.

Therefore, spaced over a period of time, as the parties themselves set forth, the Union's offer, with the comparables and arguments contained therein are awarded:

This is:

Fire Equipment Operator:

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
\$9,931	\$10,187	\$10,433	\$10,955	\$11,501

The comparisons to other city employees, comparable jobs in comparable duties is persuasive.

Mr. DeGuise concurs, Mr. Barren dissents.

AWARD

Issue No. 1 -- The parties agree to the change in Article 15, Working Hours, Section 2, is eliminated in its entirety, and substitute therefor the following:

The wage rates set forth herein shall commence at 12:01 a.m. January 1, 1975, and end at 12:00 Midnight, December 31, 1975.

Issue No. 2 -- The parties agree as to Termination, Modification. This agreement shall continue in full force and effect until 11:50 p.m. December 31, 1975.

Issue No. 3 -- The parties agree that Article 17, Section 2, Overtime shall read as follows:

The overtime rate shall be 1 1/2 times the straight time pay rate.

Issue No. 4 -- The Association request for the new Section 4, to Article 15 is denied.

Issue No. 5 -- The Association request for the addition to Article XVII, Section 1 is denied.

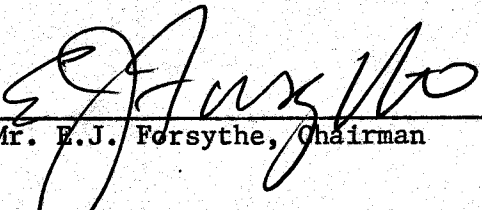
Issue No. 6 -- The City's request as to the addition to Article XIX, Standby and Call Pay is granted.


Issue No. 7 -- The duty officer concept will not be discontinued during 1974 and 1975 as requested by the Association.

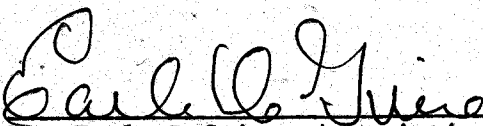
Issue No. 8 -- The Association request in Article 26, General, Section 3 as to uniforms is granted.

Issue No. 9 -- The City's request for the change in the payment for the Duty Officer in Article XVII, Overtime, Section 5, is granted.

Issue No. 10 -- The Association's last best economic offer as to wages is granted.

  
Mr. E.J. Forsythe, Chairman

  
Mr. William B. Barren, City Designee  
Concurs as Indicated in the Opinion

  
Mr. Earle DeGuise, Association Designee  
Concurs as Indicated in the Opinion

October 29, 1974  
~~September 26, 1974~~