

11/4/86 ARB

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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION

IN THE MATTER OF:

CITY OF BIRMINGHAM,

Employer,

Case No. D 84-E-1618

-and-

BIRMINGHAM FIREFIGHTERS  
ASSOCIATION, LOCAL 1248,  
IAFF, AFL-CIO,

Arising pursuant to  
Act 312, Public Acts  
of 1969, as amended

Union.

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ARBITRATION OPINION AND AWARD

\* \* \* \* \*

APPEARANCES

For the Compulsory Arbitration Panel:

Mark J. Glazer, Chairman  
Ronald J. Santo, City Designee  
George H. Kruszewski, Union Designee

For the Employer:

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35th Floor, 400 Renaissance Center  
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For the Union:

George H. Kruszewski,  
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MARK J. GLAZER, ATTORNEY AT LAW, ARBITRATOR • 3705 W. MAPLE ROAD • BIRMINGHAM, MICHIGAN 48010. (313) 642-2013

## BACKGROUND

This is an arbitration under the Police and Fire Arbitration Act, 1969 P.A. 312. The Union's petition for arbitration, listing twenty-six unresolved issues, was received by the Michigan Employment Relations Commission on April 11, 1985. Mark J. Glazer was selected as the neutral chairperson; Ronald J. Santo was chosen as the panel delegate for the City, and George H. Kruszewski was chosen as the delegate for the Union.

There are thirty-six firefighters in the bargaining unit. The previous contract expired on June 30, 1984.

A pre-hearing conference was held on June 6, 1985. The panel determined the issues and the procedural rules. It also decided that the comparable communities should be selected prior to the commencement of testimony on the substantive issues. A hearing on comparability was held on July 11, 1985 and an executive session to determine the award took place on July 18, 1985. An Interim Order on Comparability, selecting Bloomfield Township, East Detroit, Ferndale, Harper Woods, Madison Heights, Mount Clemens, Roseville, Royal Oak, and West Bloomfield was issued. See Interim Order, attached.

The issues before the panel are as follows:

## ISSUES

1. Salaries
2. New Hire Salaries and Progression
3. Cost of Living
4. Health Insurance - Active Employees  
- Master Medical

5. Health Insurance - Active Employees  
- Prescription Drugs
6. Health Insurance - Deferred Retirees
7. Health Insurance - Retirees - Master  
Medical
8. Health Insurance - Retirees  
-Prescription Drugs
9. Health Insurance - New Hires Eligibility
10. Termination of Insurance
11. Change of Insurance Carrier
12. Life Insurance
13. Hours of Work
14. Hours to be Used for Computation of  
Hourly Rate
15. Holiday Pay Computation
16. Food Allowance
17. Proration of Food Allowance
18. Vacation
19. Illness Allowance - Payment upon  
Retirement and Death
20. Abuse of Sick Leave
21. Emergency Leave - Charge to Illness  
Allowance
22. Residency
23. Use of Volunteers

The panel has decided that a three year contract will be awarded, dating from July 1, 1984 to June 30, 1987. All issues are economic under the contract; that is, requiring the panel to select one of the last best offers, with the exception of the issues concerning

residency and volunteers. The inclusion of these last two issues occurred over the objection of the City.

The Act requires the panel to consider the following factors found in Section 9 of MCLA 423.238; MSA 17.455(38):

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

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbi-



tration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

The panel is to determine which factors are the most important under the particular facts of this case: it need not afford each factor equal weight. As Justice Williams stated in City of Detroit DPOA, 408 Mich 410; 294 N.W.2d 68, 97 (1980):

We disagree with the City's contention. The fact that an arbitral majority may not be persuaded by a party's evidence and argument as to certain items does not mean that those arbitrators failed to give the statutory factors that consideration required by law. The Legislature has neither expressly nor implicitly evinced any intention in Act 312 that each factor in Sec. 9 be accorded equal weight. Instead, the Legislature has made their treatment, where applicable, mandatory on the panel through the use of the word "shall" in Sections 8 and 9. In effect then, the Section 9 factors provide a compulsory checklist to ensure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the Legislature and codified in Section 9. Since the Section 9 factors are not intrinsically weighted, they cannot of themselves provide the arbitrators with an answer. It is the panel which must make the difficult decision of determining which particular factors are more important in resolving a contested issue under the singular facts of a case, although, of course, all "applicable" factors must be considered. Our comment in Midland Twp. v. State Boundary Comm., 401 Mich. 641, 676, 259 N.W.2d 326 (1977), is here apposite.

The skill and sophistication of the attorneys for the parties should be noted, in addition to their willingness and ability to work efficiently with each other and the chairman. This has made the task of the chairman both easier and more difficult: easier, because the case was extremely well presented; more difficult, because the offers, particularly in the area of compensation, involved subtle distinctions, that do not leave the chairman with much room

to create his own concept of a fair result under the Act. This, of course, is as it should be, with the parties, rather than a statutory authority, developing the contract.

Two particularly significant events impacted on this arbitration: one, in Congress and the Courts; the other in a contract that settled after the hearings were concluded. The Supreme Court, in its Garcia decision, applied the Fair Labor Standards Act to local communities such as Birmingham. The City argues that without a change in hours worked, its overtime costs will be significantly expanded; the Union denies that a change is necessary as a result of the Supreme Court's action.

The other event is the settlement of the Birmingham Police Officers Association (BPOA) Contract. Under the terms of that agreement, officers agreed to relinquish their cost of living allowance and to accept a fourth year of their contract at a three (3%) percent increase. In exchange, they received a two (2%) per cent bonus and an improvement in their retirement program.

It is the opinion of a panel chairman that a mature and stable bargaining relationship has been created in Birmingham and that this should be maintained within the framework of the arbitration process. To achieve this, the historic relationship between the firefighters and other units, and particularly the BPOA, should be maintained in the absence of conditions that would justify a significant change. This promotes morale within the City and stability in labor relations. Moreover, it provides the parties with some framework in which to conduct negotiations in the future. Most importantly, this approach is consistent with the legal requirements of Act 312.

It was with this view that the panel reiterated the comparables found in the prior Act 312 award except for Hazel Park, which was then considering public safety. Consistent with this approach, the chairman will endeavor to maintain the relative relationships within the City consistent with the legal requirements of Act 312.

ISSUE 1 - SALARIES and  
ISSUE 3 - COST OF LIVING

SALARIES

ASSOCIATION'S LAST OFFER:

The Association's last best offer is to modify Section 67, "Wage Rates," and Schedule A I of the 1981-1984 agreement as follows:

Effective July 1, 1984, those employees holding the classification of firefighter at each level shall receive a 2.0% salary increase. Employees in classifications above firefighter shall receive a salary increase sufficient to maintain the salary differentials set forth below.

Effective July 1, 1985, those employees holding the classification of firefighter at each level shall receive a 4% salary increase. Employees in classifications above firefighter shall receive a salary increase sufficient to maintain the salary differentials set forth below.

Effective July 1, 1986, those employees holding the classification of firefighter at each level shall receive a 4% salary increase. Employees in classifications above firefighter shall receive a salary increase sufficient to maintain the salary differentials set forth below.

The salary schedule for ranks above Firefighters shall be as follows:

- Sergeant - approximately 5% above the firefighter rate
- Lieutenant - approximately 10% above the firefighter rate
- Captain - approximately 5% above the Lieutenant rate.

CITY'S LAST OFFER:

Effective July 1, 1984 - \$28,277  
Effective June 29, 1985 - \$29,267 (3.5% increase)  
Effective June 28, 1986 - \$30,289 (3.5% increase)

The above salaries reflect the maximum salary for a Firefighter. The actual annual salary will be computed by the City determining an hourly rate by dividing the above salary by the regular hours of work (Issue 13); that amount will then be rounded to the nearest full cents per hour and then re-multiplied by the regular hours of work (Issue 13).

Salaries for Sergeant, Lieutenant, and Captain will be determined per the following schedule currently in the parties' Contract.

Sergeant - approximately 5% above the firefighter rate  
Lieutenant - approximately 10% above the firefighter rate  
Captain - approximately 5% above the Lieutenant rate  
Fire Apparatus Supervisor - approximately 2.5% above the Lieutenant rate

COST OF LIVING

ASSOCIATION'S LAST OFFER:

The Association's last offer is to modify Schedule A, IV - (b), (c) and (d) Cost-of-Living Adjustments, of the 1981-1984 agreement as follows:

(b) Effective July 1, 1984 and thereafter during the first year of this Agreement, a Cost-of-Living Allowance, not to exceed fourteen (\$.14) cents per hour, shall be paid on the basis that a .5 change in the BLS Consumer Price Index shall result in a \$.01 adjustment. Such Cost-of-Living Adjustments shall be paid on the assumption that the BLS Consumer Price Index figures for July, 1984 = 0. The first Cost-of-Living Adjustments during the first year of the Agreement shall be paid commencing with the first pay period on or after October 1, 1984 and shall be based on the change in the BLS Consumer Price Index for August, 1984 as compared to July, 1984. If the October, 1984 Cost-of-Living Adjustment made in the first year of the contract is less than fourteen (\$.14) cents then another Cost-of-Living Adjustment during the first year of the contract shall be made commencing with

the payroll period starting on or after January 1, 1985 based on the November, 1984 Index as compared to the July, 1984 Index, less any adjustment previously made in October, 1984; if the Cost-of-Living Adjustment made in October, 1984 and January, 1985 total less than fourteen (\$.14) cents then another Cost-of-Living Adjustment shall be made commencing with the payroll period starting on or after April 1, 1985 based on the February, 1985 Index as compared to the July, 1984 Index, less any adjustments previously made in October, 1984 and January, 1985. Any excess of the maximum Cost-of-Living Allowance not paid as of the April, 1985 adjustment shall not be carried forward, provided, however, the Cost-of-Living Adjustment payable on and after April 1, 1985 shall be frozen into the base rate for Unit employees on the basis of 2088 hours.

(c) Effective July 1, 1985 and thereafter during the second year of this Agreement, a Cost-of-Living Allowance, not to exceed fourteen (\$.14) cents per hour, shall be paid on the basis that a .5 change in the BLS Consumer Price Index shall result in a \$.01 adjustment. Such Cost-of-Living Adjustment shall be paid on the assumption that the BLS Consumer Price Index figure for July, 1985 = 0. The first Cost-of-Living Adjustment during the second year of the Agreement shall be paid commencing with the first pay period on or after October 1, 1985 and shall be based on the change in the BLS Consumer Price Index for August, 1985 as compared to July, 1985. If the October, 1985 Cost-of-Living Adjustment made in the second year of the contract is less than fourteen (\$.14) cents then another Cost-of-Living Adjustment during the second year of the contract shall be made commencing with the payroll period starting on or after January 1, 1986 based on the November, 1985 index, less any adjustment previously made in October, 1985; if the Cost-of-Living Adjustment made in October, 1985 and January, 1986 total less than fourteen (\$.14) cents then another Cost-of-Living Adjustment shall be made commencing with the payroll period starting on or after April 1, 1986 based on the February, 1986 Index as compared to the July, 1985 Index, less any adjustments previously made in October, 1985 and January, 1986. Any excess of the maximum Cost-of-Living Allowance not paid as of the April, 1986 adjustment shall not be carried forward, provided, however, the Cost-of-Living Adjustment payable on and after April 1, 1986 shall be frozen into the base rate for Unit employees on the basis of 2808 hours and for Day employees on the basis of 2088 hours.

(d) Effective July 1, 1986 and thereafter during the remainder of the third year of this Agreement, a Cost-of-Living Allowance, not to exceed fourteen (\$.14) cents per hour, shall be paid on the basis that a .5 change in the BLS Consumer Price Index shall result in a \$.01 adjustment. Such Cost-of-Living Adjustment shall be paid on the assumption that the BLS Consumer Price Index figure for July, 1986 = 0. The first Cost-of-Living Adjustments during the third year of the Agreement shall be paid commencing with the first pay period on or after October 1, 1986 and shall be based on the change in the BLS Consumer Price Index for August, 1986 as compared to July, 1986. If the October, 1986 Cost-of-Living Adjustment made in the third year of the contract is less than fourteen (\$.14) cents then another Cost-of-Living Adjustment during the third year of the contract shall be made commencing with the payroll period starting on or after January 1, 1987 based on the November, 1986 Index as compared to the July, 1986 Index, less any adjustment previously made in October, 1986; if the Cost-of-Living Adjustment made in October, 1986 and January, 1987 total less than fourteen (\$.14) cents then another Cost-of-Living Adjustment shall be made commencing with the payroll period starting on or after April 1, 1987 based on the February, 1987 Index as compared to the July, 1986 Index less any adjustments previously made in October, 1986 and January, 1987. Any excess of the maximum Cost-of-Living Allowance not paid as of the April 1987 adjustment shall not be carried forward, provided, however, the Cost-of-Living Adjustment payable on and after April 1, 1987 shall be frozen into the base rate for Unit employees on the basis of 2808 hours and for Day employees on the basis of 2088 hours.

CITY'S LAST OFFER:

Pages A-5 through A-7 shall be modified as follows:

Seniority employees covered by this Agreement shall be entitled to a Cost-of-Living Allowance payable in accordance with the following provisions.

(a) The Cost-of-Living Allowance shall be determined and adjusted as herein provided in accordance with changes in the official Revised Consumers Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100), and hereinafter referred to as the BLS Consumer Price Index, subject to the limitations hereinafter set forth.

(b) Effective July 1, 1985 for the second year of this Agreement, a Cost-of-Living Allowance, not to exceed fourteen (\$.14)

cents per hour, shall be paid as provided herein on the basis that each .5 change in the BLS Consumer Price Index, shall result in a \$.01 adjustment. Such Cost-of-Living Adjustment shall be paid on the assumption that the BLS Consumer Price Index figure for August, 1985 = 0. The Cost-of-Living Adjustment shall be paid in a lump sum in the first pay period on or after July 1, 1986, and shall be based on the change in the BLS Consumer Price Index for August, 1985 as compared to April, 1986. The amount of the lump sum payment shall be computed by multiplying the Cost-of-Living adjustment by the straight time hours paid from September 1, 1985 through June 30, 1986. Any excess of the maximum Cost-of-Living Allowance not paid shall not be carried forward, and the amount of the Cost-of-Living lump sum shall not be frozen into the base rates.

(c) Effective July 1, 1986, for the third year of this Agreement, a Cost-of-Living Allowance, not to exceed fourteen (\$.14) cents per hour, shall be paid on the basis that a .5 change in the BLS Consumer Price Index shall result in a \$.01 adjustment. Such Cost-of-Living Adjustment shall be paid on the assumption that the BLS Consumer Price Index figure for August, 1986 = 0. The Cost-of-Living Adjustment shall be paid in a lump sum in the first pay period on or after July 1, 1987, and shall be based on the change in the BLS Consumer Price Index for August, 1986 as compared to April, 1987. The amount of the lump sum shall be computed by multiplying the Cost-of-Living adjustment by the straight time hours paid for from September 1, 1986 through June 30, 1987 shall not be carried forward, and the amount of the lump sum Cost-of-Living shall not be frozen into the base rates.

(d) Cost-of-Living Allowances provided herein shall not be added to the base rates provided herein, but shall only be paid in a lump sum as computed in (b) and (c) above.

(e) No adjustments retroactive or otherwise shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any month used to compute the adjustment.

(f) The parties to this Agreement agree that the continuance of the Cost-of-Living Allowance is dependent on the availability of the monthly BLS Consumer Price Index; the Index published for the month in question shall be used by the parties. If the BLS Consumer Price Index specified above, the revised Index shall be used.

The issues of Salaries and Cost-of-Living are considered together because they form the basis for the wages paid to firefighters. The City seeks a freeze in the first year of the Contract, and a 3.5% increase for each of the next two years. The Union asks for 2%, followed by 4% in 1985 and 4% in 1986.



The Employer's Cola Plan calls for a 14¢ cap in the second and third years of the Agreement. These payments would not be rolled into the base wages, and in the second year this would result in a \$47.00 payment to the firefighters. The Union's plan would provide for Cost-of-Living in each year of the Contract, with the Cost-of-Living rolled into the base wages. This results in Cola payments of \$176.00 and \$112.00 in the first two years of the Agreement, and \$281.00 followed by \$225.00 rolled into the first two years of the Contract. Cost- of-Living data is not available for the third year.

#### POSITION OF THE UNION

The firefighters argue, in part, that Birmingham has the ability to pay its salary demand, and that in particular, the wage freeze in the first year is unjustified. It points out that the Employer's offer would increase the gap between police and firefighters, a disparity that already increased during the last 312 proceeding. The firefighters also argue that they are losing ground to inflation, and that the City's offer would cause them to lose ground in comparison to the comparable communities. The Union's offer is seen as best preserving the status quo.

Regarding Cola, the Union maintains that there is no justification for eliminating Cola in the first year as proposed by the Employer, since the Cost-of-Living continued to increase. Further, it suggests that its plan is a continuation of the Cola arrangement that has previously existed with the City.



### POSITION OF THE EMPLOYER

Birmingham argues that the police and command officers agreed to a wage and Cola freeze for 1984-1985 and that this was warranted by the existing economic circumstances. Further, it suggests that the Union's offer would place the firefighters ahead of the police officers: a situation that runs counter to their historic relationship, where firefighters have always trailed the police. The City contends that its offer is the most consistent with the relationship established among the comparable communities.

Regarding Cola, the City argues that the Union's plan is out of line with comparable communities, because most of them add Cola to the base rates rather than rolling it in. Additionally, the City points out that the BPOA and teamsters will not have Cola.

### DISCUSSION

Historically, firefighters' salaries have progressed in relation to those of the Birmingham Police Officers. While the differential has varied from .5% in 1977-1979 to 2.7% in 1982-1983, firefighter wages have always been less than those of the police. In the prior three year Contract, the differential was 1%, 2.7% and 2.3%, with 2% the average.

The police have settled their contract in the 1984-1987 period for a wage freeze in 1984-1985, a 4% increase in 1985-1986 and a 4% increase in 1986-1987. They will also receive a 2% bonus computed upon their 1984-1985 wage. In exchange, the police have agreed to eliminate their Cost-of-Living allowance.

If the firefighters were to maintain absolute parity with

the police, the following wage rate would occur.

	<u>Firefighters</u>	<u>Police</u>
1984-1985	\$28,277 (wage freeze - no Cola)	\$28,919
1985-1986 (4% increase)	\$29,408	\$30,067
1986-1987 (4% increase)	\$30,584	\$31,272

In addition, to maintain parity, there would have to be a lump sum payout of 2% of the 1984-1985 rate or \$566.00.

This arrangement is impossible based upon the last best offers of the parties; the chairman, however, believes that the relationship of the fire and police should be maintained, taking into account the firefighters desire to retain Cola, and the police officers apparent willingness to part with Cola for a one-time payment of \$578.00.

Consistency is obtained if a freeze for both wages and Cola occurs in 1984-1985. This requires a selection of the Employer's last best offer on wages and Cost-of-Living for that period. This produces no differential between the police and firefighters.

In 1985-1986, the police officers received their 2% bonus in lieu of Cola in addition to a 4% increase in wages. The last best offers do not permit this to be awarded in this proceeding; however, it is consistent with the police contract to award 4% to the firefighters on wages, while preserving the Union's Cola plan, which was the police's trade off for the 2% bonus. This requires the awarding of the Union's offer on wages and Cost-of-Living in the second year. The following situation emerges.

	<u>Firefighters</u>	<u>Police</u>
1985-1986	\$28,277 x 104% = \$29,408 Cola actually paid = \$112.	\$30,067.

Additionally, the Union's Cola plan calls for, based upon the Cost-of-Living, \$225.00 to be rolled into the base in the second year of the Contract. This produces a new base of \$29,633.

In the third year of the Contract, a 4% increase in wages, with the Union's Cola, is consistent with the police agreement. This again requires the Union's offer on wages and Cola. The new base is \$30,818.

	<u>Firefighters</u>	<u>Police</u>
1986-1987	\$29,633 x 104% = \$30,818.	\$31,272

The Cola payments for 1986-1987 will fluctuate between 0 and \$295.00 depending on the Cost-of-Living.

This format produces complete parity with the police on wages; that is a 0, 4% and 4% progression. In addition, parity is achieved in regard to the 2% bonus paid to the police, because the firefighters receive an extra \$234.00 due to Cola being rolled to their base in the second year. They also receive \$112.00 in Cola payments in the second year for a total of \$346.00.

For absolute parity, the actual Cola paid in the third year would have to equal \$220.00. However, since it appears that the Cost-of-Living will be closer to the 1985-1986 figure of \$112.00, the Union's offer on food allowance should be awarded (this will be discussed in Issue 16). This produces an extra \$125.00 compensation and will likely guarantee parity. If, however, Cola payments are higher than anticipated, this would nevertheless be justified in light of the changes in hours worked to be discussed later.

The resulting \$30,818 wage produces a \$454.00 salary dif-

ferential with the police or 1.5%. Over three years, the salary differential is 2%, exactly the same spread as the preceding three years. Therefore, this award best preserves the relationship between the fire and police departments.

#### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the legal authority to implement either set of offers.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The City has the ability to pay the proposed Award. The public welfare will not be adversely affected by the proposed Award.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
- (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

The Award on Cola and wages will preserve Birmingham's position relative to the comparable communities and will maintain parity with the police.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.

The Cost-of-Living is supportive of the proposed Award.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The proposed Award is in keeping with the parity that is established throughout this Act 312 proceeding and the entire benefit package established for the firefighters.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

The historic relationship between the firefighters and the police would ordinarily be continued in the absence of special circumstances. This Award preserves the historic differential between the firefighters and the police.

#### AWARD

The City's last best offer on wages and Cola is awarded for 1984-1985. The Union's last best offer on wages and Cola is awarded for 1985-1986. The Union's last best offer on wages and Cola is awarded for 1986-1987.

Dated: 11/4/86

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated: 11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: August 5, 1986

Ronald J. Santo  
Ronald J. Santo, City Designee

ISSUE 2  
NEW HIRE SALARIES

The Association's last offer is to maintain the status quo on New Hire Salaries except to the extent salaries are adjusted by operation of the panel's award on the issues of Salaries and Cost of Living.

The City's last offer:

\$20,000 ("base") - effective for all employees hired after the date of the Act 312 panel's award.

48 month progression computed to the maximum salary as follows

6 months - \$20,000 + 20% of the difference between maximum rate for Firefighter and base

12 months - \$20,000 + 40% of the difference between maximum rate for Firefighter and base

24 months - \$20,000 + 60% of the difference between maximum rate for Firefighter and base

36 months - \$20,000 + 80% of the difference between maximum rate for Firefighters and base

48 months - maximum rate for Firefighters

The City's offer would establish a starting salary of \$20,000 for new hires, with a 48 month progression to obtain the maximum rate. The Union seeks to maintain a 36 month progression with a \$23,728 starting salary.

POSITION OF THE UNION

The firefighters argue that most of the comparable communities move their starting firefighters to full pay at a quicker rate than the City's proposal and that this will result in a loss to the Birmingham firefighters. Further, coupled with the Award on

health insurance, the Union believes that new firefighters will be in a particularly disadvantaged position, since they may have to pay their own health insurance.

#### POSITION OF THE CITY

The City maintains that it can attract firefighters at the lower rate. Further, it points out that it uses its discretion to hire experienced firefighters at higher than the minimum salary. Finally, Birmingham points to the BPOA Contract, where starting salaries were reduced to \$20,500 and the progression to the maximum rate increased from 36 months to 48.

#### DISCUSSION

The crucial factor is the police officer's settlement at \$20,500, with a 48 month progression. The Union's offer would eliminate the historic differential between the units, and would place new hire firefighters 16% ahead of their police counterparts. Moreover, they would move to the top of the pay scale twelve months sooner. Insofar as an attempt has been made in this Award to preserve parity, and no justification has been proven to disturb parity in this area, the City's offer should be adopted.

#### ANALYSIS OF THE SECTION 9 FACTORS

(a) The lawful authority of the employer.

The City has the lawful authority under either set of offers.

(b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The City has the ability to pay under either set of offers, and there is no showing that the public welfare would be adversely affected if either offer is accepted.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
- (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

The BPOA settlement is most significant and favors the City's proposal: the other comparables would not change this result.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.

This factor is not applicable.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

This factor is not applicable.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

This factor is not applicable.



AWARD

The City's last best offer on new hire salary is awarded.

Dated: 11/4/86

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated: 11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: August 5, 1986

Ronald J. Sanzo  
Ronald J. Sanzo, City Designee

### HEALTH INSURANCE

ISSUE 4	-	ACTIVE EMPLOYEES	-	MASTER MEDICAL
ISSUE 5	-	ACTIVE EMPLOYEES	-	PRESCRIPTION DRUGS
ISSUE 6	-	DEFERRED RETIREES		
ISSUE 7	-	RETIREES	-	MASTER MEDICAL
ISSUE 8	-	RETIREES	-	PRESCRIPTION DRUGS

### ASSOCIATION'S LAST OFFER:

4. The Association's last offer is to maintain the status quo.
5. The Association's last offer is to maintain the status quo.
6. The Association's last offer is to maintain the status quo.
7. The Association's last offer is to maintain the status quo.
8. The Association's last offer is to maintain the status quo.

### CITY'S LAST OFFER:

4. Group Insurance Benefits shall be modified as follows:
  - (f) Effective six months after the date of the Act 312 arbitration panel's 1986 decision, the Master Medical insurance coverage shall be changed to Option V.
5. Group Insurance Benefits shall be modified as follows:
  - (g) Effective six months after the date of the Act 312 arbitration panel's 1986 decision, the Blue Shield Prescription Drug Program shall be changed to \$3.00 co-pay.
6. (c) Employees who retire under the Normal Retirement provision of the Employee Retirement System or the Disability Retirement provision shall be eligible for Blue Cross/Blue Shield MVF-1, with ML, D 45 NM, G 65-D, FAE, and Prescription Drug Program. \$2.00 Co-pay, and\* Master Medical Option 2\* riders until age 65, and thereafter for Blue Cross/Blue Shield Medicare complementary coverage commencing with the first month provided that such retired employee contributes \$4.00 per month for each person under the age of sixty-five (65 covered by such Blue Cross/Blue Shield coverage, and \$1.00 per month for each person 65 or over covered by such Blue Cross/Blue Shield Medicare complementary coverage; Blue Cross/Blue Shield coverage as provided herein terminates at the end of the month in which the last benefit is paid under the Retirement System.
7. ... for persons retiring ... shall receive ... Master Medical Option V Rider ...

An employee retiring prior to the date of the issuance of the Act 312 arbitration panel's 1986 decision shall receive benefits as provided in the parties' labor agreement in effect on the date of his retirement. The percentage to be paid by the City for deferred retirees is subject to Issue 6.

8. Section 61(c)\*

... for persons retiring ... shall receive the Blue Cross/Blue Shield \$3.00 Co-pay Drug Rider.

- \* The percentage to be paid by the City for deferred retirees is subject to Issue 6.

The City, in its offers, is raising the deductible paid by firefighters, deferred retirees and retirees. The Union seeks to preserve the status quo.

POSITION OF THE UNION

The Union argues that the City has failed to prove that it will achieve economies by raising the deductible paid by firefighters. Further, it maintains that a change would place the firefighters in a disadvantaged position relative to firefighters in the comparable communities.

POSITION OF THE CITY

The City maintains that an increase in the deductible will deter abuse of health care benefits. It further points out that its offers are consistent with settlements with the BPOA and other units within the City of Birmingham.

DISCUSSION

The City's offers are consistent with contract provisions among other city workers. In particular, the BPOA contract incorpor-

ates the City's positions. Based upon the entire Contract in this matter, the firefighters should be in the same position as other units, and the City's offers should therefore be awarded.

#### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The City has the lawful authority in this area.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The City has the financial ability on either sets of offers; the welfare of the public will not be directly affected by either proposal.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.
- (ii) In private employment in comparable communities.

The majority of the comparable communities have a more liberal deductible; this favors the Union's offers. However, other City units already have accepted the City's proposal; this favors the Employer's position.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.

This factor, while relevant in terms of the health component of the CPI, is not directly applicable to this issue because of the lack of prospective cost data.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The overall benefit package in the health care area supports neither position.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

Because other units have already incorporated the City's offers, this would favor the adoption of its proposals to establish uniformity and stability within the City.

#### AWARD

The last best offer of the City on Health Insurance: Active Employees - Major Medical; Active Employees - Prescription Drugs; Deferred Retirees; Retirees - Master Medical; Retirees - Prescription Drugs is awarded.

Dated: 11/4/86

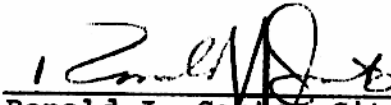


Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

Dated: August 5, 1986



Ronald J. Santo, City Designee

ISSUE 9  
NEW HIRES - ELIGIBILITY FOR HEALTH INSURANCE

ASSOCIATION'S LAST OFFER:

The Association's last offer is to maintain the status quo.

CITY'S LAST OFFER:

\* (c) The premium for optical expense benefits as set forth in Supplement C, page 3 will be paid by the City. Optical benefits shall be fully paid by the City for employees after thirty (30) days of continuous service.

\* (d) Hospital and surgical, master medical, and prescription program shall be fully paid by the City for employees covered by this Agreement commencing with the City's first billing date for such coverage immediately following the completion of six (6) months of continuous service.

The City seeks to increase the waiting period for new hires to receive health coverage to six months; the current waiting period is thirty days. The Union asks that the status quo be maintained.

POSITION OF THE UNION

The firefighters contend that the six month waiting proposal will have a severe adverse economic impact on new hires, since they will be required to pick up their own insurance when they are least able to afford it. Moreover, the Union argues that the vast majority of the comparables start benefits at thirty days.

POSITION OF THE CITY

The City argues that it can successfully recruit firefighters with the six month waiting period. Moreover, it argues that under the new BPOA Contract, the waiting period for new hires will be twelve months.

## DISCUSSION

The longer new hire waiting period for benefits, while it would appear to be a substantial burden on firefighters, is in line with other contract settlements within the City and is superior to the BPOA Agreement. Accordingly, the City's offer should be accepted.

## ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The City has the lawful authority under either offer.

- (b) Stipulations of the parties.

This factor is not applicable.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The City has the ability to pay under either set of offers; the public welfare will not be adversely affected by an award of either position.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.  
(ii) In private employment in comparable communities.

The majority of comparable communities support the Union's offer; the settlements within the City support the Employer's.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

The consumer price index is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations,

holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

This factor is not directly relevant.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not relevant.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

Consistency with the BPOA settlement, and other City Contracts, supports the City's offer.

#### AWARD

The City's last best offer on Health Insurance - New Hires Eligibility is awarded.

Dated:

11/4/86

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated:

11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated:

8/5/86

Ronald J. Santo  
Ronald J. Santo, City Designee



ISSUE 10  
TERMINATION OF INSURANCE

ASSOCIATION'S LAST OFFER:

The Association's last offer is to add the following language to the Agreement:

a. Termination of Health and Optical Insurance.

In the event of a voluntary or involuntary termination or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums for health insurance, which includes hospital, surgical, master medical, and drug benefits; optical insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leave of absence occurs.

b. Termination of Life, Dental and Disability Insurance.

In the event of a voluntary or involuntary termination, or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums for life insurance, dental insurance and disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day for which such employee is paid his regular salary.

c. Sick-Disability Leave.

In the event of a sickness or disability leave of absence, the City shall continue to pay the premium for the health insurance, optical insurance, life insurance, dental insurance, and disability insurance for any month for which an employee receives actual compensation from the City, provided that the City shall continue to pay the premium for health insurance for minimum of one year following a duty connected disability.

d. Elect to Continue Benefits.

In the event of a layoff, sickness or disability leave, an employee may elect to continue health insurance, optical insurance, dental insurance, life insurance and disability insurance as provided in the applicable insurance policy, provided such employee makes the required contribution in advance of the billing date for such insurance and provided that such continuation may not exceed six (6) billing months following the last billing month for which the City paid premiums, unless extended by the applicable insurance carrier.

CITY'S LAST OFFER:

Section 60 shall be modified by adding the following provisions:

Termination of Health and Optical Insurances Upon Termination, Layoff, or Personal Leave of Absence.

In the event of a voluntary or involuntary termination or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums for health insurance and optical insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leave of absence occurs.

An employee shall be reinstated for insurance coverage commencing with the month following the month in which the employee returns to full-time duty; an employee who reports for court, or conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this section.

Termination of Life, Dental and Disability Insurance Upon Termination, Layoff, or Personal Leave of Absence.

In the event of a voluntary or involuntary termination or in the event of a layoff or personal leave of absence, the City's obligation to pay premiums for life insurance, dental insurance and disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day for which such employee is paid his regular salary.

An employee shall be reinstated for insurance coverage commencing with the month following the month in which the employee returns to full-time duty; an employee who reports for court, or a conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this section.

Termination of Health, Optical, Life, Dental and Disability Insurance Upon Sick-Disability Leave.

In the event of a sickness or disability leave of absence, the City shall continue to pay the premium for the health insurance, optical insurance, life insurance, dental insurance, and disability insurance for any month for which an employee receives actual compensation from the City.

An employee shall be reinstated for insurance coverage commencing with the month following the month in which the employee returns to full-time duty; an employee who reports for Court, or a conference, or for training, or for maintaining certification, or for similar irregular assignment shall not be deemed to have returned to full-time duty for purposes of this section.

The City and Union proposals are the same except that the Employer, under the firefighters offer, would pay all of the premiums in a duty related disability for one year. Further, under the Union proposal, a firefighter out on a layoff, sickness, or disability leave would be able to buy insurance coverage for up to six months at his own expense.

#### POSITION OF THE UNION

The Union believes that an individual hurt on the job should not be required to pay insurance benefits out of his own pocket, especially if he has depleted his sick leave bank. Moreover, it maintains that other City employees are allowed to purchase health care insurance for six months.

#### POSITION OF THE CITY

The City argues that workers compensation will cover the cost of insurance coverage in a duty related disability. Further, it maintains that its offer is the same one in effect for all of their City employees, except for the firefighters.

#### DISCUSSION

In the absence of proof that the firefighters need more protection than other units, it would not be appropriate to provide additional coverage in this area. However, if other units are able to buy benefits for six months, it would seem that this should be afforded to the firefighters. The last best offers cannot be severed, and the proposal on the continuation of benefits for one year is of more

significance; however, one would hope that to establish consistency, the Employer would allow for the purchase of benefits upon the award of its last best offer in this area.

#### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority in this area.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not applicable.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.  
(ii) In private employment in comparable communities.

This factor is relevant only insofar as other City employees have the same contract language as proposed by the City, except for their ability to purchase benefits.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

This factor is not relevant.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not relevant.


- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

This factor is not relevant.

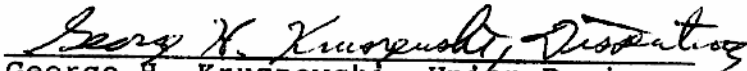
AWARD

The last best offer of the City on Termination of Insurance is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

Dated: 8/5/86

  
Ronald J. Santo, City Designee

ISSUE 11  
CHANGE OF INSURANCE CARRIER

ASSOCIATION'S LAST OFFER:

The Association's last offer is to not add any language to the 1981-1984 agreement's insurance provisions which would give the City the right to change insurance carriers during the term of the new agreement.

CITY'S LAST OFFER:

Section 60 shall be modified by adding the following provisions:

The City reserves the right to provide any insurance under this agreement through any carrier it elects or to self-insure any insurance, provided (a) that the benefits provided are equal to or better than the benefits being provided on the date of the Act 312 arbitration panel's 1986 decision, and (b) the Union is notified at least 30 days in advance of such change; and (c) if there is a disagreement between the City and the Union as to whether the benefits to be provided by a different carrier or through self insurance are equal to or better than the benefits provided on the date of the Act 312 arbitration panel's 1986 decision, the parties shall submit the matter to arbitration under Section 8 and the insurance through a new carrier or self insurance shall not be implemented until a decision is rendered by the arbitrator.

The City requests the right to change carriers to provide equal or better coverage; disputes would be sent to arbitration for resolution.

POSITION OF THE UNION

The Union argues that the Employer has failed to prove that an alternative carrier presently exists. It further believes that if a carrier is found, it should be raised during contract negotiations, not as part of a grievance arbitration system.

### POSITION OF THE CITY

The Employer points out that all units provide the City with the flexibility to change carriers with the exception of the firefighters and that without the firefighters, it cannot make a change. Further, it believes that a majority of the comparable communities support its position.

### DISCUSSION

The firefighters are protected against a reduction in health coverage in the City's proposal by the grievance process: while this process poses some potential cost and risk, it is unlikely that the City is going to expose itself to liability by picking an inferior carrier. The City, however, is left without a choice under the firefighters offer, because insurance carriers will not accept it without the full compliment of City employees. Insofar as all other City employees allow the City to change carriers, and the demonstrated potential harm to the firefighters is slight or nonexistent, the City's offer should be accepted.

### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority in this area.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not impacted by either offer.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

This factor would favor the City both in terms of the other City units and the comparable communities.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

Neither offer will apparently affect the overall benefit package enjoyed by the firefighters.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

The willingness of other units to accept the City's offer would militate in favor of the Employer's proposal.



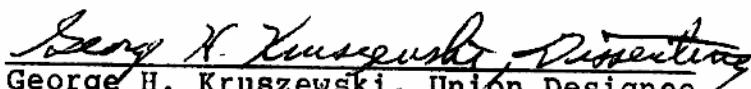
AWARD

The City's last best offer of the Change of Insurance Carriers is awarded.

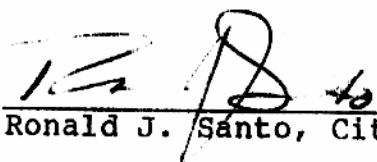
Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

Dated: 8/5/86

  
Ronald J. Santo, City Designee

ISSUE 12  
LIFE INSURANCE

ASSOCIATION'S LAST OFFER:

The Association's last offer is to modify Supplement C III of the 1981-1984 agreement to read as follows:

III. Life insurance coverage shall be provided in the amount of \$25,000 for each employee. Effective as soon as possible after the effective date of the Act 312 award, said coverage shall be increased to \$35,000.

(a) The above face value of the insurance shall be extended to accidental death and dismemberment in like amounts.

(b) Of the above face value, \$3,000 shall be a "basic" policy to which the employee contributes \$1.50 per pay period for "paid-up" coverage.

CITY'S LAST OFFER:

Life insurance coverage shall be provided in the amount of \$30,000 for each employee.

(a) The above face value of the insurance shall be extended to accidental death and dismemberment in like amounts.

(b) Of the above face value, \$5,000 shall be a "basic" policy to which the employee contributes \$2.50 per pay period for "paid-up" coverage.

The City offers an increase in life insurance benefits that is equal to its settled contract with the police officers; the Union requests an additional \$5,000 in addition to improvements in the paid-up and employee contribution.

POSITION OF THE UNION

The Union argues that the small increase in cost to the City is outweighed by the piece of mind afforded to the firefighters. It believes that under the current system, five of the nine comparable communities obtained better coverage.

### POSITION OF THE EMPLOYER

The City contends that its offer mirrors the BPOA settlement and programs for non union employees. It points out that no comparable communities provide \$35,000 coverage, and that Birmingham firefighters are already in an advantaged position.

### DISCUSSION

In view of the BPOA settlement, the total insurance package for the firefighters, and their position in comparison to firefighters in the comparable communities, the City's offer maintains parity with the police and preserves a favorable place for the firefighters among their sister communities.

### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the legal authority under either offer.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The welfare of the public and the City's ability to pay are not relevant.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
- (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

An analysis of the comparable communities and the BPOA settlement favors the City's position in this area.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not applicable.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

This factor is not applicable except that the overall package enjoyed by the firefighters would not favor an increase in benefits in this area.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

This factor is not applicable.

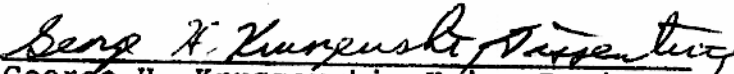
#### AWARD

The last best offer of the City on Life Insurance is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

Dated: August 5, 1986

  
Ronald J. Santo, City Designee

ISSUE 13  
HOURS OF WORK

ASSOCIATION'S LAST OFFER:

The Association's last offer is to modify Section 38(a) of the 1981-1984 agreement as follows:

38. (a) Subject to the City and Union letter or Agreement on overtime compensation, the normal work week shall average fifty-four (54) hours per week for Unit personnel consisting of the following rotation:

24 hours on duty  
24 hours off duty  
24 hours on duty  
24 hours off duty  
24 hours on duty  
96 hours off duty

provided that during each calendar quarter a Unit employee shall be scheduled off one (1) additional twenty-four (24) hour period so that such employee will work an average of fifty-four (54) hours per week for such calendar quarter, and provided further that such one (1) additional twenty-four (24) hour period shall be considered as compensatory time off, given in lieu of overtime compensation, within the meaning of the federal Fair Labor Standards Act.

CITY'S LAST OFFER:

38. (a) Effective April 19, 1986, the normal work week shall average fifty-six (56) hours per week for Unit personnel consisting of the following rotation:

24 hours on duty  
24 hours off duty  
24 hours on duty  
24 hours off duty  
24 hours on duty  
96 hours off duty

39. (a) Effective April 19, 1986, employees will be paid one-and-one half (1-1/2) times their regular hourly rate in the following instances:

- (i) time worked in excess of 24 consecutive hours;
- (ii) time worked in excess of previously scheduled duty period;
- (iii) time worked in excess of 212 hours, in a 28 day cycle; and
- (iv) when an employee is called in to duty during off-duty hours, he shall be paid a rate equal

to one-and-one-half (1-1/2) times his regular rate for a minimum of three (3) hours. The City shall have the right to assign any work to the employee during this period.

(b) Effective April 19, 1986, time granted for vacation shall be included as time worked in the computation of overtime.

Letter Agreement, Paragraph 2

Deleted.

Firefighters work under the California system; they have three units composed of twelve members: each unit works twenty-four hours, is off a day, works a day, is off one day, works a day and then is off four days. Additionally, firefighters receive one "Milliken" day off each quarter. This has the effect of reducing their work week under the straight California system from 56 hours to 54 hours.

The Milliken days were mutually agreed to in 1979 to avoid the additional payment of overtime under the new Michigan Wages and Hours Legislation. Further, overtime was computed based upon all compensated hours.

In 1985, the Supreme Court in Garcia v. San Antonio Transit Authority \_\_\_\_ U.S. \_\_\_\_ (1985) placed Birmingham, and other cities, under federal, rather than state, overtime laws. Thereafter, Congress amended the Fair Labor Standards Act to require cities to pay overtime compensation for all hours worked in excess of 212 hours in a 28 day cycle. Birmingham now maintains that the 4 Milliken days would have to be compensated as overtime, and paid as time and one-half, thereby substantially increasing its overtime liability. It asks to revert to the 56 hour week, with overtime paid only for actual hours worked and vacations.

#### POSITION OF THE UNION

The Union argues that there is no justification for increasing the firefighters work week, in view of the national trend toward reducing work time, and upon a review of the comparable communities. Further, the Union cites the previous arbitration award between the parties, where the arbitrator rejected the City's demand to increase the work week.

The FLSA is seen as a justification for reducing the work week, rather than increasing it. The Union believes that only additional compensation is required for time in excess of 53 hours, and that this does not justify lengthening the work week.

Under its interpretation of the law, the Union believes that City can keep the 4 Milliken days and only increase its overtime costs by approximately \$131.00 per person. It also contends that none of the comparable communities have felt the need to alter their systems to comport with the Garcia decision.

#### POSITION OF THE EMPLOYER

Birmingham argues that under the law it will have to pay substantially more overtime. Pursuant to the Union's proposal, it believes that it will have to provide 6 Milliken days rather than the 4 currently allocated. The City believes that the present arrangement, whereby the parties have agreed to allow the Milliken days, is impossible under the new law.

The City cites the comparable communities, where only three work on a 54 hour week. It maintains that under its proposed system

Birmingham firefighters will continue their advantaged position in relation to the other comparable communities.

#### DISCUSSION

Although both parties argue the legal ramification of the new Court decisions and Congressional enactments, what really is at issue is a benefit in a collective bargaining agreement. Other than changes in the law, there is no justification for altering the status quo, particularly because of the prior panel's award. However, because of the law, the status quo is impossible.

The fairest approach is to retain as much as possible the 4 Milliken days off: this is the center of the Union's demand. While this is accomplished, the City should be protected against significant increases in overtime costs.

Birmingham has agreed to allow compensatory time off and a vacation day within the parameters of its proposal. This would have the effect of maintaining 4 days off within two units and 3 within the other. The units would eventually be equalized.

Insofar as this would essentially preserve the 4 Milliken days, the Employer's proposal meets the Union's demands for time off and the Employer's need for cost containment.

It is expected that the firefighters will lose some overtime payments under the Employer's system; however, the improvements in their differential with the police department in the third year of the Contract and the payments awarded in food allowance should be viewed as cushioning the impact of this change.



ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority to provide either a 56 hour or a 54 hour week, provided overtime payments are within the law.

- (b) Stipulations of the parties.

The Employer has agreed to provide compensatory time off with the expectation of equalling the 4 Milliken days in two units, and providing three compensatory days off in the third, with the view of equalizing the time off for all firefighters over time.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not applicable.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.  
(ii) In private employment in comparable communities.

A review of the comparable communities is not particularly valuable in terms of recent changes in the law. Consequently, this factor does not support either last best offer.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

Improvements in the relative position of the firefighters in

the third year of their agreement, coupled with the Employer's representation that compensatory time off will remain approximately at 4 days, militates in favor of the Employer's offer.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not relevant.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

The Employer's offer, together with its proposal on compensatory time off, comes the closest to preserving the status quo. The proofs would not support a substantial change in either costs or loss in compensatory time.

#### AWARD

The last best offer of the City on Hours of Work is awarded.

Dated: 11/4/86

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated: 1/6/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: 7/5/86

R. Santo  
Ronald J. Santo, City Designee

ISSUE 13  
HOURS OF WORK

I have signed the opinion only as a concurrence in the Panel's Award. However, because the Chairman's statements in the Discussion portion of the Opinion may be misleading, as the City's delegate, I submit the following comments as a clarification. I indicated to the panel members that consistent with the Union's last offer on vacation, the City would grant one vacation day. Additionally, consistent with federal law, the City would allow firefighters to take compensatory time off for hours worked (including vacation hours) in excess of 212 hours in a twenty-eight day cycle. These hours would be accumulated during the calendar year and be taken in the following calendar year. This arrangement is consistent with the City's final offer and covered by the language in the Discussion which states that "Birmingham has agreed to allow compensatory time off and a vacation day within the parameters of its proposal."

Nothing in the Award or my comments should be viewed as a guarantee that firefighters will receive 4 days off or 3 days off within the calendar year. Each firefighter will receive one additional vacation day. However, the amount of compensatory time off will vary depending on the number of hours worked (including vacation hours) in a 28-day cycle.

August 1, 1986  
Date

Ronald J. Santo  
Ronald J. Santo, City Designee

ISSUE 14  
HOURS USED FOR COMPUTATION OF HOURLY RATE

ASSOCIATION'S LAST OFFER:

The Association's last offer is to maintain the status quo.

CITY'S LAST OFFER:

Effective April 19, 1986, Non-leap years - 2920 hours (average 56 hours work week) Leap years - 2928 hours (average 56 hour work week)

DISCUSSION

This issue does not require substantial elaboration; the selection of the 56 hour week makes it appropriate only to select a 2920 hour year; the Union's offer is predicated upon a 54 hour work week.

ANALYSIS OF THE SECTION 9 FACTORS

(a) The lawful authority of the employer.

The Employer has the lawful authority under either offer.

(b) Stipulations of the parties.

There are no applicable stipulations.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The interests of the public are served by either offer; the Employer has the ability to pay.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.
- (ii) In private employment in comparable communities.

The comparable communities support the Employer's proposal.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The overall compensation package, with the 56 hour week, favors the Employer's proposal.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not relevant.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

This factor is not relevant.

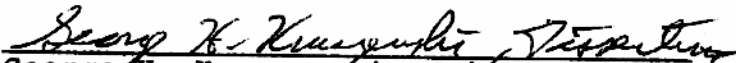
#### AWARD

The Employer's last best offer on Hours Used for Computation of Hourly Rate is awarded.

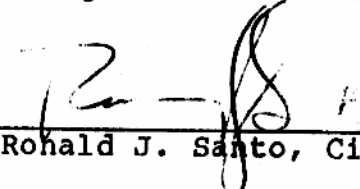
Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

Dated: August 5, 1986

  
Ronald J. Santo, City Designee

ISSUE 15  
HOLIDAY PAY COMPUTATION

ASSOCIATION'S LAST OFFER:

The Association's last offer is to modify Section 46(a) of the 1981-1984 agreement to read as follows:

(a) Unit Men shall receive a lump sum Holiday Pay equivalent to five (5) days' pay based on an hourly rate determined by dividing the annual salary (including cost of living) set forth in Supplement A by 2808 hours; the lump sum payment shall be paid on the first Thursday in June, 1985, on the first Thursday in June, 1986, and on the first Thursday in June, 1987, not a regular pay day. Unit employees with less than a full year's service in the previous calendar year shall receive a pro rata portion based on the ratio of their months of service to twelve months.

Pro rata payments shall be made to terminated employees to their date of severance.

CITY'S LAST OFFER:

Section 46

(a) Unit Men shall receive a lump sum Holiday Pay equivalent to five (5) days' pay based on an hourly rate determined by dividing the annual salary set forth in Supplement A by 2,920 hours (2,928 hours in a leap year); the lump sum payment shall be paid on the first Thursday in June, which is not a regular pay day. Unit employees with less than a full year's service in the previous calendar year shall receive a pro rata based on the ratio of their months of service to twelve.

Pro rata payments shall be made to terminated employees to their date of severance.

The Union's proposal is predicated upon a 54 hour week; the City's offer is based upon a 56 hour week. Under the Union's arrangement, Holiday compensation will be slightly increased: the City's proposal will retain the status quo except in leap years where there will be a marginal decrease in compensation.

POSITION OF THE CITY

The City contends that its position is consistent with the 56 hour week; further it argues that the majority of comparables oper-

ate under this arrangement. The Union's offer is seen as an unjustified attempt to increase overall compensation.

#### POSITION OF THE UNION

The Union argues that were the 54 hour week to be adopted, its proposal establishes an appropriate method of computing Holiday pay in conformance with the practice of the comparable communities.

#### DISCUSSION

Insofar as a 56 hour week has been previously awarded, the Employer's offer is consistent with that arrangement and should be selected.

#### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not relevant.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.
- (ii) In private employment in comparable communities.

An analysis of the comparable communities would support the Employer's computations, based upon the previous award for the 56 hour week.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not applicable.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The overall award in this matter would not suggest additional compensation in the holiday area as requested by the firefighters.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

This factor is not applicable.

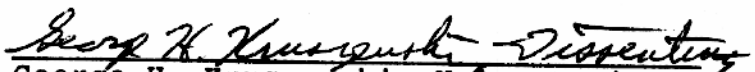
#### AWARD

The last best offer of the City in Holiday Pay Computation is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

Dated: August 5, 1986

  
Ronald J. Sampo, City Designee



ISSUE 16  
FOOD ALLOWANCE

ASSOCIATION'S LAST OFFER:

The Association's last offer is to modify Section 73 of the 1981-1984 agreement to read as follows:

73. Food Allowance

Unit men shall be entitled to a food allowance which shall be paid in the following manner: \$200.00 effective as of the first Thursday of July, 1984, which is not a regular pay day; \$200.00 effective as of the first Thursday of January, 1985, which is not a regular pay day; \$225.00 effective as of the first Thursday of July, 1985, which is not a regular pay day; \$225.00 effective as of the first Thursday of January, 1986, which is not a regular pay day; \$250.00 effective as of the first Thursday of July, 1986, which is not a regular pay day; and \$250.00 effective as of the first Thursday of January, 1987, which is not a regular pay day. Food allowance shall not be added to nor considered to be part of the annual wage or regular rates of any employee covered by this Agreement. In the event an employee's service with the City is terminated after he receives a food allowance payment and before a payment of the next food allowance, he shall reimburse the City a pro rata amount of such food allowance payment based on the ratio between the number of regularly scheduled work days during such period.

CITY'S LAST OFFER:

Section 73

Effective July 1, 1986, the annual allowance will be increased to \$425 (\$212.50 paid in July, 1986 and \$212.50 paid in January, 1987).

The City offers a \$25.00 increase in the food allowance effective in July of 1986; the Union would provide for a \$50.00 increase beginning in July of 1985 and another increase of \$50.00 in July of 1986. Over the three years of the Contract, the firefighters would receive an additional \$125.00 under the Union's proposal.

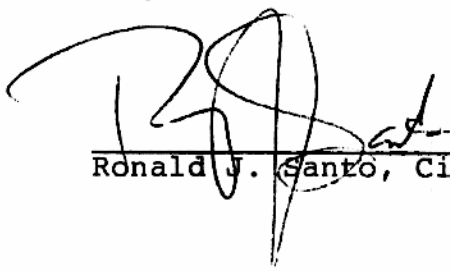
POSITION OF THE UNION

The Union argues that firefighters spend approximately \$535.-

ISSUE 17  
PRORATION OF FOOD ALLOWANCE

For the reasons cited in Issue 17, I dissent. There is no logical explanation why a firefighter should receive food allowance when he is not actively at work and therefore not required to pay the cost of his meals during his tour of duty.

August 7 1986  
Date

  
\_\_\_\_\_  
Ronald J. Santo, City Designee

00 each year for food that they must eat at the station, unlike other City employees; therefore, even under its proposal, firefighters will not be fully compensated. The Union additionally contends that the comparables support its offer.

#### POSITION OF THE EMPLOYER

The City maintains that the consumer price index would not support the Union's demand. Moreover, it points out that the firefighters and not the City have chosen to spend \$5.00, and that the firefighters would have spend something for food even if they were not working. Regarding comparability, the City points out that two communities do not pay a food allowance and those that pay more of an allowance, provide a lower salary.

#### DISCUSSION

Central to this issue is the overall award in this arbitration. The Union's offer represents an improvement in the firefighters position in regard to comparable communities; the City's would maintain the status quo.

As the City points out in its brief, the food allowance is often used to provide additional compensation without regard to the cost of food. The Union's offer can provide equity in the wage area if the cost of living is low in the final year of the Contract. Also, it is a way of ameliorating lost overtime pay in the 56 hour week.

The \$50.00 of additional pay in 1985 over the City's offer, and the \$50.00 in 1986, for a total of a \$125.00 additional benefit

is justified in an attempt to preserve parity with the police, and to keep the firefighters from losing under the change to the 56 hour week. But for the other issues in this arbitration, the Union's offer on food allowance would not be awarded.

#### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority under either offer.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not applicable.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.
- (ii) In private employment in comparable communities.

The Union's offer helps maintain parity with the BPOA, especially if the cost of living is low in the third year of the Agreement. The food allowances found in the comparable communities would not justify the increases sought by the firefighters.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor would favor the City.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

Because there may be a diminution in overtime payments under the 56 hour week, and in an effort to obtain parity with the police, this factor favors the Union's offer.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.


- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

The food allowance is a means of achieving equity and parity when the entire Contract is considered.

#### AWARD

The last best offer of the Union on Food Allowance is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

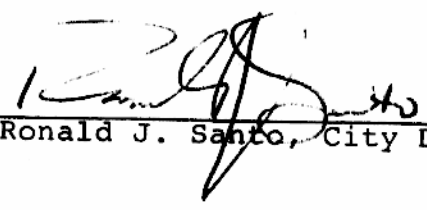
Dated: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Santo, City Designee

ISSUE 16  
FOOD ALLOWANCE

I dissent from the Award on Food Allowance. The evidence in the record clearly indicates that the City's offer should have been adopted. The Chairman admits that his award was not based on the evidence relating to food allowance, but on the resolution of other issues. Food allowance must not be viewed as merely another form of wages. Firefighters demanded food allowance as a re-imbursement for costs in providing food during their respective tours of duty. Therefore, food allowance must bear a relationship to those costs. It is serious error for this Panel to award an increase in food allowance merely as a catch-up for wages.

August 11, 1986  
Date

  
\_\_\_\_\_  
Ronald J. Santo, City Designee

ISSUE 17  
PRORATION OF FOOD ALLOWANCE

ASSOCIATION'S LAST OFFER:

The Association's last offer is to maintain the status quo.

CITY'S LAST OFFER:

Unit men shall be entitled to a food allowance which shall be paid in the following manner: \$200.00 on the first Thursday of July, 1984 and 1985, which is not a regular pay day, and \$200.00 on the first Thursday of January, 1984 and 1985, which is not a regular pay day. Food allowance shall not be added to nor considered to be part of the annual wage or regular rates of any employee covered by this Agreement. To receive or retain a food allowance already paid, an employee must be actively at work. In the event an employee's service with the City is terminated after he receives a food allowance payment and before payment of the next food allowance, he shall reimburse the City a pro rata amount of such food allowance payment based on the ratio between the number of days worked and the number of regularly scheduled work days during such period.

In the event an employee goes on a leave of absence, is laid off, or otherwise absent for more than five consecutive duty days, except for vacations, after he receives a food allowance payment, he shall reimburse the City a pro rata amount of such food allowance based on the ratio between the number of days worked and the number of regularly scheduled work days during such period; such an employee shall not receive a future food allowance until he is reinstated to active employment, and upon reinstatement shall only receive a pro rata amount of such food allowance based on the ratio between the number of days worked and the number of regularly scheduled work days during such period.

Note: Actual amount of Food Allowance to be revised according to decision on "Food Allowance" - Issue - 16

The Union seeks to maintain the current language on food allowance; the City would prorate the food allowance for absences in excess of five days, except for vacations.

POSITION OF THE UNION

The Union points to the comparables as support for maintaining the status quo: only Royal Oak permits a proration, and that is in the situation where an employee has taken a leave of absence. The

Union suggests that the proofs fail to support the Employer's position.

#### POSITION OF THE EMPLOYER

The City believes that a food allowance should only be paid when it is necessary to compensate an employee for actual food expenses. It points to the comparables as supporting its position.

#### DISCUSSION

The food allowance, as previously discussed, is being awarded as part of the overall compensation package for firefighters, and not merely as a means of reimbursing them for their food expenses. Consistent with this approach, the food allowance should not be prorated and the Union's last best offer should be awarded.

#### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority under either offer.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not relevant.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
- (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

In view of the analysis of the food allowance found in the



previous issue, the comparable communities are diminished in importance; however, a review of the comparables would not support an alteration of the current benefit.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

When the food allowance is viewed as a benefit and as an alternative form of compensation, this factor would favor the Union's position.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.


- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

The discussion of food allowance as compensation is applicable, and militates in favor of the Union.

#### AWARD

The last best offer of the Union on Proration of Food Allowance is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Santo, City Designee

ISSUE 18  
VACATION

ASSOCIATION'S LAST OFFER:

The Association's last offer is to modify Schedule A, Section III Vacations, Unit Men, of the 1981-1984 agreement to read as follows:

III. Vacations, Unit Men:

- (a) Employees with more than one (1) year, but less than three (3) years of service on or before January 1st of any vacation year, shall receive five (5) duty days vacation.
- (b) Employees who have three (3) years, but less than five (5) years of service on or before January 1st of any vacation year, shall receive six (6) duty days.
- (c) Employees having five (5) years, but less than ten (10) years of service on or before January 1st of any vacation year, shall receive seven (7) duty days.
- (d) Employees who have ten (10) years, but less than fifteen (15) years of service, on or before January 1st of any vacation year, shall receive eight (8) duty days.
- (e) Employees who have fifteen (15) years, but less than twenty (20) years of service on or before January 1st of any vacation year, shall receive nine (9) duty days.
- (f) Employees who have twenty (20) years or more of service on or before January 1st of any vacation year, shall receive ten (10) duty days.
- (g) Effective with the vacation year beginning January 1, 1987, each employee working a normal average fifty-four (54) hour work week shall be entitled to one (1) additional duty day of vacation beyond the amounts specified in (a) through (f) above, and each employee then or thereafter working a normal average fifty-six (56) hour work week shall be entitled to four (4) additional duty days of vacation beyond the amounts specified in (1) through (f) above.

CITY'S LAST OFFER:

No change.

In its offer, the Union seeks to add a vacation day if its offer on hours of work is accepted; if the City's offer on hours of work is accepted, it asks for 4 extra vacation days. The City would

maintain the current number of vacation days.

#### POSITION OF THE UNION

The Union maintains that Birmingham falls behind the comparable communities on vacation benefits. It believes that an additional vacation day in the 56 hour work week would have little adverse impact on the Employer.

#### POSITION OF THE EMPLOYER

The Employer argues that an increase in vacation time in the 56 hour work week will not have the same effect as the Milliken days, because vacation time will be counted as time worked and the Employees will be both paid and granted time off. Further, it believes that the Union's proposal will increase the disparity in vacation time between the firefighters and the police officers. Finally, it suggests that an allowance of the firefighter's proposal regarding vacations within a 56 hour work week would place Birmingham at or near the top of the comparable communities.

#### DISCUSSION

Vacations must be considered in the context of the previous award on the 56 hour week. The City has indicated that it will provide compensatory overtime in the form of time off and one vacation day. This will have the proposed effect of providing the same number of days off as previously enjoyed by the firefighters in all but one of the units, and this will be equalized over time. An additional 4 vacation days, as proposed by the Union, is not justified in terms of preserving the current arrangement; moreover, it will result

in a major upward movement in terms of the comparable communities. As a result, the Union's proposal is not appropriate.

ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority.

- (b) Stipulations of the parties.

The Employer has stipulated on the 56 hour work week issue that it will provide compensatory time off and one vacation day in lieu of the 4 Milliken days.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not relevant.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.  
(ii) In private employment in comparable communities.

The firefighters' request for 4 additional vacation days, in addition to the compensatory time off proposed by the Employer, would result in a significant increase in the vacation benefits vis-a-vis the other fire departments. A justification for this increase, in consideration of the total package provided the firefighters, has not been established.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity

and stability of employment, and all other benefits received.

The entire range of benefits currently enjoyed by the firefighters would not support an increase of 4 vacation days.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not relevant.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

The ability of the firefighters to pick up most of the Milliken days would militate against providing an additional significant benefit in the vacation area.

#### AWARD

The last best offer of the Employer on Vacations is awarded.

Dated: 11/4/86

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated: 11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: 11/5/86

R. J. Santo  
Ronald J. Santo, City Designee

ISSUE 19  
ILLNESS ALLOWANCE - PAYMENT UPON RETIREMENT AND DEATH

ASSOCIATION'S LAST OFFER:

The Association's last offer is to maintain the status quo.

CITY'S LAST OFFER:

Section 47:

(o) Upon death or retirement (except deferred vested retirement with less than twenty years of service and disability retirement) under the City's Retirement Plan, an employee shall be entitled to receive an amount equivalent to a portion of the unused hours accumulated in his illness allowance bank according to the following schedule:

For Day Employees:

0 - 480 - 0%  
481 - 575 hours - 50% for all hours over 480  
476 - 671 hours - 60% for all hours over 480  
672 - 766 hours - 70% for all hours over 480  
767 and over - 80% for all hours over 480

For Unit Employees:

0 - 660 hours - 0%  
661 - 792 hours - 50% for all hours over 660  
793 - 924 hours - 60% for all hours over 660  
924 - 1056 hours - 70% for all hours over 660  
1057 and over - 80% for all hours over 660

Upon disability retirement under the City's Retirement Plan, an employee shall be entitled to receive an amount equivalent to a portion of the unused hours accumulated in his illness allowance bank according to the following schedule:

Class of Employee

Portion of Unused  
Hours to be Paid

An employee who, on the date of or the date he actually leave the City's employ to retire under the City's Retirement Plan, (except deferred vested retirement with less than twenty years of service) was working a forty (40) hour standard work week

unused hours in excess  
of four hundred eighty  
(480)

An employee who, on the date of death or the date he actually leaves the City's employ to retire under the City's Retirement Plan, (except deferred vested retirement with less than twenty years of service was working a fifty-six (56) hour work week

unused hours in excess of four hundred dred eighty (480)

Under the present contract language, which the Union seeks to maintain, firefighters receive 100% of their sick leave allowance upon death or retirement for hours over 660; the City's proposal would establish a payout for those hours based upon a formula. Disability retirees would continue to be paid out under the current system under the Employer's plan.

#### POSITION OF THE UNION

The Union denies that the City will experience economies under its proposed system and suggests that employees may be encouraged to use sick time, rather than to bank it. Further it believes that firefighters need a strong sick leave bank to fall back on in case of injury.

The Union maintains that the settlement with the police command officers is inapplicable, because the command officers had an incentive to take reduced sick leave benefits in exchange for an increased retirement benefit. Finally, the firefighters suggest that their morale will be eroded if their benefits are reduced as they prepare for retirement.

#### POSITION OF THE EMPLOYER

The Employer points out that the BPOA, the command officers and the teamsters have agreed to its proposed contract change as



well as non-represented City employees. It believes that a change is necessary because employees are accumulating more sick time than is necessary for income protection, and because the City's costs have significantly increased. Further, the City suggests that increases in the pension benefit from 2% to 2.25% make the current sick leave plan unnecessary.

The Employer argues that pursuant to Exhibit 84, five firefighters will be grandparented under the old formula. Further, it believes that of the comparables, Birmingham offers a much better total insurance compensation package. Finally, the City maintains that a disability retiree will receive a 100% payout upon retirement.

#### DISCUSSION

The central question is whether the proofs support the need for the firefighters to be treated more advantageously than other City employees. Although it does not appear in its last best offer, the City promises to grandparent five firefighters under the old system, as it did for other employees. Firefighters have benefited from pension and insurance gains in the same manner as other City employees. Accordingly, there is no justification, on this record, for placing firefighters in an advantaged position.

#### ANALYSIS OF THE SECTION 9 FACTORS

(a) The lawful authority of the employer.

The Employer has the lawful authority.

(b) Stipulations of the parties.

There are no applicable stipulations, except insofar as the

Employer in its brief and in its Exhibit 84 indicated that it would grandparent five firefighters under the old formula.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not applicable.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

The Employer's offer is utilized for all City employees except for the firefighters; this favors the City. The comparable communities, because of the difficulty in comparing plans and insurance coverage, are not particularly valuable in assessing an award.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

This factor is relevant only insofar as the Employer's plan maintains the relationship of the firefighters to other employees.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not relevant.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

This factor is not relevant.

AWARD

The last best offer of the City on Illness Allowance - Payment Upon Retirement and Death is awarded.

Dated: 11/4/86

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated: 11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: 8/6/86

Ronald J. Santo  
Ronald J. Santo, City Designee

ISSUE 20  
SICK LEAVE ABUSE

ASSOCIATION'S LAST OFFER:

The Association's last offer of settlement is to maintain the current contractual language dealing with the use of volunteers.

CITY'S LAST OFFER:

Section 47 shall be modified by adding the following paragraph:

An employee shall lose his pay for the first day of his third period of absence and of all subsequent periods of absence during a twelve month (12) period if the City has reasonable grounds to believe that the employee has at any time misused the sick leave.

The City seeks to add contract language that would penalize an employee for sick leave abuse; the Union denies that this contract language is necessary.

POSITION OF THE UNION

The Union argues that the proposed language is unnecessary: the department has been able to control potential sick leave abuse with verbal warnings and discussions. It points out that the department already has the right to impose discipline for sick leave abuse. Further, the Union argues that the City's proposed language is not found in the comparable communities.

POSITION OF THE CITY

The City maintains that its suggested language appears in the BPOA, command officers and teamsters contracts, and that its proposal properly belongs in the firefighters' agreement. Additionally, it contends that firefighters would be protected through the grievance

process found in the Collective Bargaining Agreement.

#### DISCUSSION

Although it has been a consistent practice in this Award to establish parity between the firefighters and other units, a justification for comparable contract language does not appear on this issue. There has not been proof of a sick leave abuse problem that requires protection for the Employer through additional contract language. Accordingly, the Union's offer should be awarded.

#### ANALYSIS OF THE SECTION 9 FACTORS

- (a) The lawful authority of the employer.

The Employer has the lawful authority.

- (b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not relevant.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.
- (ii) In private employment in comparable communities.

The contracts of the various units within the City would favor the Employer's position. The lack of a sick leave provision in the comparable communities, favors the Union.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The continuation of the status quo would maintain a benefit currently enjoyed by the Union.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

In the absence of a demonstrable need for a change, new contract language which would not be expected to become part of the Collective Bargaining Agreement. This factor favors the Union.

#### AWARD

The last best offer of the Union on Sick Leave Abuse is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Santo, City Designee

ISSUE 20  
ABUSE OF SICK LEAVE

I dissent on this issue.

August 9, 1986  
Date

R. J. Santo  
Ronald J. Santo, City Designee

ISSUE 21  
EMERGENCY LEAVE - CHARGE TO ILLNESS ALLOWANCE

ASSOCIATION'S LAST OFFER:

The Association's last offer is to maintain the status quo.

CITY'S LAST OFFER:

Section 48 shall be modified by modifying the first paragraph:

Except for the leave provided in Section 48(a), emergency leave shall be charged to sick leave. All leave provided in this Article shall be subject to approval by the Chief of Fire and the City Manager.

The City proposes to change the current Contract so that emergency leave, except for a death in the immediate family, will be charged to sick leave. The Union proposes to maintain the status quo, whereby employees receive time off for serious illness or death in the family without a charge to their sick leave.

POSITION OF THE UNION

The Union argues that other communities are less restricted in their definition of a serious illness, and that although they may charge them to sick leave, Birmingham is more selective. It points out that emergency leave has rarely been utilized other than for funerals, which would not change in the future.

POSITION OF THE EMPLOYER

The City argues that the predominance of the comparable communities charge serious illness leave to sick leave time.

DISCUSSION

Based upon the overall award, with its emphasis on consist-



ency with the BPOA settlement, there is insufficient reason to modify the status quo on this issue. The City will be realizing economies by having the firefighters fall within the contract provisions of other bargaining units, and the effect on the City by preserving the said status quo is slight. Accordingly, the last best offer of the Union on this issue should be awarded.

#### ANALYSIS OF THE SECTION 9 FACTORS

(a) The lawful authority of the employer.

The Employer has the lawful authority.

(b) Stipulations of the parties.

There are no applicable stipulations.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

This factor is not relevant.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.
- (ii) In private employment in comparable communities.

Evidence was presented relative to comparable communities: this evidence is mixed, since most communities charged emergency leave to sick time; however, these communities also tend to be less restrictive in their definition of emergency leave.

(e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is not relevant.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions,

medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

As stated previously, a continuation of the status quo would maintain the relationship of the parties. Moreover, because of the infrequent use of the benefit, there is no compelling justification to change the contract language.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not relevant.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

In consideration of the overall award, the preservation of the status quo on this issue is consistent with the awards on prior issues.

#### AWARD

The last best offer of the Union on Emergency Leave - Charge to Illness Allowance is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

Dated: 11/4/86

  
George H. Kruszewski, Union Designee

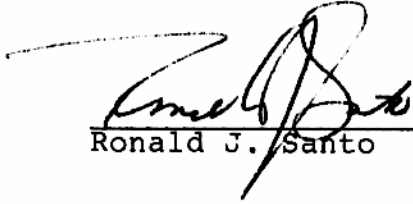
Dated: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Santo, City Designee

ISSUE 21  
EMERGENCY LEAVE -CHARGE TO ILLNESS ALLOWANCE

I dissent to the award on the issue of charging  
Emergency Leave to Sick Leave.

August 11, 1986  
Date

  
\_\_\_\_\_  
Ronald J. Santo

ISSUE 22 - RESIDENCY  
ISSUE 23 - VOLUNTEERS

RESIDENCY:

ASSOCIATION'S LAST OFFER:

The Association's last offer of settlement is to modify Section 18-(b) and Supplement D of the 1981-1984 agreement as follows:

18(b) Residency Limits - A probationary employee shall not be required to meet the residency requirements until after six (6) months following completion of his probationary period. An employee's permanent residence must be in that area, contained within a circle the center of which is the intersection of Maple Road and Woodward Avenue, and the radius of which is equal to the distance between the center and the intersection of Hamlin and Dequindre Roads.

CITY'S LAST OFFER:

No change in boundaries in Supplement D of the labor agreement.

VOLUNTEERS:

ASSOCIATION'S LAST OFFER:

The Association's last offer of settlement is to maintain the current contractual language dealing with the use of volunteers.

CITY'S LAST OFFER:

39(e) Paid employees shall be called when there is a need for manpower due to a fire which is less than a full response, provided that at the same time, the City may call volunteers to assist at the fire. A simultaneous callback of paid and volunteer firefighters shall be observed for a full response.

Volunteers may be called for duty because of a natural disaster.

It is necessary to consider the issues of residency and volunteers together, because the Employer proposes to increase the utilization of volunteers only if the residency boundaries are increased. Consequently, the Volunteer issue is dependent upon the panel's ruling on Residency.

#### POSITION OF THE UNION

The Union asks to double the residency area for its members. It suggests that younger firefighters need access to more affordable housing. Further, it argues that emergencies can best be covered by firefighters on duty and by mutual aide with other communities, rather than by a call back of off duty personnel. The firefighters contend that only Mt. Clemens of the comparables has a more restrictive residency provision.

Regarding volunteers, the firefighters contend that it has not been demonstrated at the hearing that an increased utilization of volunteers is necessary. Moreover, it believes that the indefiniteness of the City's offer could result in volunteers supplanting paid firefighters at the scene of a fire.

#### POSITION OF THE CITY

The Employer argues that if the Union's offer on residency is accepted, it must be allowed to use volunteers to preserve its ability to adequately fight fires; however, it believes that there is no justification for increasing residency boundaries. It contends that the proofs at the hearing are insufficient to support a change and that it can readily attract firefighters without providing a base of less expensive housing. The City also maintains that a review of the comparable communities supports its position.

On the issue of volunteers, the City argues that under its proposal, volunteers will be more accessible to the scene if firefighters move further from the City. It also believes that trained volunteers will enhance the fire fighting ability of the department.

## DISCUSSION

The record indicates that there is a very small incidence of call-back emergencies, and that mutual aide with other communities is the principal means of dealing with emergency situations. Consequently, expanded residency as requested by the Union will have a marginal impact on the City, and the expanded use of volunteers, will have a marginal effect on the firefighters. There will be a net gain to the firefighters in their ability to select housing, particularly in the northwest lakes area. This gain is reasonable in terms of the overall contract award in this matter.

## ANALYSIS OF THE SECTION 9 FACTORS

(a) The lawful authority of the employer.

The Employer has the lawful authority on this issue.

(b) Stipulations of the parties.

There are no applicable stipulations.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The interest and welfare of the public will not be adversely affected by either proposal. The City's ability to pay is not relevant.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (i) In public employment in comparable communities.
- (ii) In private employment in comparable communities.

A comparison of the comparable communities neither supports

nor detracts from the various proposals insofar as four communities do not have residency, six do and only Birmingham's situation has been specifically presented on the record.

- (e) The average consumer price for goods and services, commonly known as the cost of living.

This factor is irrelevant.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medicals and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

Insofar as other benefits have been awarded to place the firefighters in line with other employees, it is reasonable and appropriate to grant a benefit in this area.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment. (MCLA 423.239; MSA 17.455 (39))

This factor is not applicable.

#### AWARD

The last best offer of the Union on Residency is awarded.

Dated: 11/4/86

  
Mark J. Glazer, Chairman

ISSUE 22  
RESIDENCY

I dissent to the Panel's award of Residency to the Union. Without any reservation, I believe anyone who reviews the record in this proceeding must conclude that there is absolutely no evidence to support the Union's offer, and in turn, the Chairman's award. We do a serious injustice and totally erode the sanctity of Act 312 (if any sanctity ever existed) when an award is made which is unsupported by the record.

Finally, I point out that the record does not reflect that the City ever objected to submitting the Volunteer Issue to the Panel. In fact, the City properly submitted that issue at the outset of the Act 312 proceedings.

August 11, 1986  
Date

Ronald J. Santo  
Ronald J. Santo, City Designee



Dated: 11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: \_\_\_\_\_

Ronald J. Santo, City Designee

AWARD

The last best offer of the City on Volunteers is awarded.

Dated: 11/4/86

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated: 11/4/86

George H. Kruszewski  
George H. Kruszewski, Union Designee

Dated: 8/5/86

Ronald J. Santo  
Ronald J. Santo, City Designee

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
ACT 312 ARBITRATION

IN THE MATTER OF:

CITY OF BIRMINGHAM,

Employer,

-and-

MERC Case No. D 84.E 1618

BIRMINGHAM FIRE FIGHTERS,  
LOCAL 1248,

Union.

\* \* \* \* \*

INTERIM ORDER ON COMPARABILITY

\* \* \* \* \*

APPEARANCES

For the Employer:

Ronald J. Santo, Attorney at Law  
Dykema, Gossett, Spencer, Goodnow & Trigg

For the Union:

George H. Kruszewski, Attorney at Law  
Sachs, Nunn, Kates, O'Hare, Helveston & Waldman, P.C.

Evidence was presented on July 11, 1985 on the issue of comparability pursuant to a pre-hearing directive in this matter. Subsequently, the panel met on July 18, 1985 to determine the list of comparables to be employed pursuant to MCL 423.231 et. seq.; 1969 PA 312.

The City offered as comparable communities:

- Allen Park
- Bloomfield Township
- East Detroit
- Ferndale
- Garden City
- Harper Woods
- Lincoln Park
- Madison Heights
- Mt. Clemens
- Roseville
- Southgate
- Trenton
- Wayne
- West Bloomfield
- Wyandotte

The Union offers as comparable all communities within Oakland and Macomb Counties with full-time, full paid departments.

In the prior Act 312 award (October 26, 1982 award) the following communities were selected as comparable:

- Bloomfield Township
- East Detroit
- Ferndale
- Harper Woods
- Hazel Park
- Madison Heights
- Mount Clemens
- Roseville
- Royal Oak
- West Bloomfield


MARK J. GLAZER, ATTORNEY AT LAW, ARBITRATOR • 3705 W. MAPLE ROAD • BIRMINGHAM, MICHIGAN 48010. (313) 642-2013

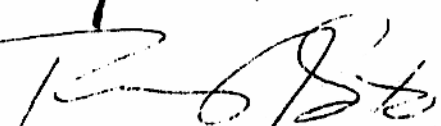
Hazel Park is identified by both the City and the Union as inappropriate for this proceeding because of its uncertain status as either a fire or a public safety department.


In the interest of promoting stability in the bargaining relationship, and because changed circumstances have not been proven with the exception of Hazel Park, the prior list of comparables with the exception of Hazel Park should be adopted. Hazel Park could regain its appropriateness for a future Act 312 proceeding should the public safety concept be rejected.

The following comparables are selected:

Bloomfield Township  
East Detroit  
Ferndale  
Harper Woods  
Madison Heights  
Mount Clemens  
Roseville  
Royal Oak  
West Bloomfield

  
Mark J. Glazer, Chairman

  
Ronald J. Santo, For the City

  
George H. Kruszewski, For the Union

Dated: August 5, 1985

*Dissent as to Royal Oak. Since this community is not comparable to Birmingham based on all the facts.*

SUPPLEMENTAL AWARD ON HOURS WORKED

The new vacation day and FLSA days can be taken in any quarter provided that Firefighters can not use more than 24 hours in a quarter for FLSA days including the new vacation day. The Department's current practice concerning the number of persons who could be off on a vacation and/or Milliken/FLSA day at the same time shall continue in effect.

11/4/86  
Date

Mark J. Glazer  
Mark J. Glazer, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald J. Santo, For the City

11/4/86  
Date

George H. Kruszewski  
George H. Kruszewski, for  
the Union

In the period Thanksgiving through Christmas, the Department, if less than 24 FLSA hours are available and selected, may choose the hours to be worked, commencing at the start of the shift. For the remainder of the year, when FLSA hours are less than 24, the hours shall be selected by the employee, subject to current practices set forth in the above paragraph.

The award in this issue is based upon the expectation that Firefighters will be receiving fewer hours off than they received under the prior system that provided for Milliken days. Further, the employer is granted selection rights during the Thanksgiving-Christmas period to enable it to have increased utilization of Fire inspectors.

11/4/86  
Date

Mark J. Glazer  
Mark J. Glazer, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald J. Santo, For the City

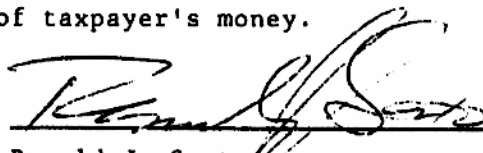
11/4/86  
Date

George H. Kruszewski  
George H. Kruszewski, For  
the Union

DISSENT

The City dissents as to the arbitrator's ruling on FLSA days of less than 24 hours. The City believes that when it is paying employees for hours worked, it is absurd to allow employees to pick their work hours, as to avoid work. Under the arbitrator's decision, approximately 11 months per year, firefighters will pick partial FLSA days so that they report to work outside of the few work hours that the firefighters have while on duty. Likely, the firefighter will chose to report to work just in time to go to sleep and thereby accommodate their outside employment! Such a result is ludicrous, and a total waste of taxpayer's money.

11/9/86  
Date

  
Ronald J. Santo  
City Delegate