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Michigan P.A. #312 Compulsory Arbitration:- M.E.R.C. Administrator

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In the Matter of the Arbitration Between*
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The City of Sterling Heights *
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\- and - *
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Local #1557; I.A.F.F., AFL-CIO *
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RE: MERC File #D87-D-849

Wage Reopener Covering Period

From 7/1/87 Through 6/30/88.

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Statutorily Established Board of Arbitration: M. David Keefe, Neutral Chairman
Employer's Partisan Member: S. Duchane ..... Union's Partisan Member: I. Droste

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OPINION EXPLAINING CONCLUSIONS OF IMPARTIAL CHAIRMAN

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Appearances:

The City	The Local
M. Piatek, Atty. et al	G. Gregory, Atty. et al

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Prefatory Hearing Record:

The Agreement between the parties (Jt. Ex. #1) covers the 3-year period from 7/1/85 through 6/30/88. Article 23 thereof, entitled "Salary and Wages", provides in its Section 2 that: "The parties agree to a wages only reopener for the period effective July 1, 1987 through June 30, 1988. Negotiations to commence no later than March 1, 1987."

In compliance with this directive, bargaining was undertaken which finally resulted in impasse, with referral to #312 arbitration. The neutral chairman was notified of his appointment on 11/6/87. A preliminary conference on procedures was sought by the Union. In view of the narrowness of the disputed area (only a wage reopener being subject to consideration) the agenda for the scheduled session, held on 12/21/87, embraced all matters to come before the Panel.

A court reporter was in attendance while the substance of the dispute was presented and the proceedings were transcribed. Witnesses were sworn. Over sixty exhibits were entered, testimony was taken and the parties direct presentations concluded in the single hearing session which went forward expeditiously. Submission of written post-hearing briefs was thereupon arranged at the mutual request of the parties and with the consent of the Board. These final arguments were eventually received after some delays and belated receipt of a page from the Employer's document which was inadvertently missing from the Chairman's copy. Finally, when all proper submissions were in, the hearing closed on January 29th., 1988.

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The Parties' Positions on the Wage Reopener

A. The Parties' "Last Offer" Postures.

Succinctly put, the Union's opening statement pressed vigorously for an effective date of July 1, '87 on an across-the-board increase of 5%. In opposition, the City pursued the goal of a 3.5% general raise, effective with the date of the Board's award.

In the final, post-hearing submission of their statutorily required "Last Offers" the Union clung to its position seeking 5%, retroactive to 7/1/87, but the City modified its stance to offering 3.5%, retroactive to 8/17/87 when such proposal was first advanced in a mediation-meeting on that date.

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B. The Parties' Arguments

THE UNION presented 3-witnesses. The former City Manager, who had been subpoenaed, was the first of these. He explained that he had held this position with the City during the period while the '87-'88 budget was under preparation and, thereafter, during negotiations on the reopener. The witness related that the City historically factored the cost of "fringes" as a 50% addon to the existing base pay at any given time. The budget line-item for wage raises

in the '87-'88 instance assigned 5% for bargaining unit entities, including the Firefighters. Previously, maximum available funds for wages had not been disclosed openly in the budget projection. Instead, these critical amounts were hidden in different line-items of the budget for eventual resurrection, if necessary. In this case, such a cumbersome method of preparing for bargaining was scrapped in favor of openly showing the Employer's ultimate "worst case scenario" if there could be no better resolution obtained. Money was available for such increments to be shouldered. However, the intention was to achieve more modest settlements and the council issued instructions to hold the line at 3.5%. All of the contracts open for agreement before the Firefighters reopener had been ratified at the 3.5% target figure. A handful of individual cases of pay-inequities had been resolved at 5%. No across-the-board outcome exceeded the lower 3.5% figure - but some of the other agreements provided for "me too" supplemental increases equaling general raises above 3.5% granted to any other organization subsequently.

The Union's next witness mainly provided testimony deriving conclusions on the significance and effect of certain lists and charts, composed to illustrate support for its 5% demand. These included the Union's view of "comparable communities" and raised the argument that the City recognizes no "Driver" classification in its scheme of job openings. The work of "driver" is a premium pay assignment in the communities in the Union's exhibit. In Sterling Heights, the responsibility is rotated among the regular Firefighters, which results in distorting a straight wage comparison of firefighters to firefighters, which the City favors. Other charts were the source for additional contentions that 5% was reasonable and deserved endorsement by the Arbitration Board. Summarized, these compared the territorial extent of the targeted communities, the size of the Firefighter workforces, the number of fire-houses, the mix of residential and industrial properties, an analysis of the hazards presented by the product

manufactured in various installations (chemicals, plastics and the like) which compounded difficulties in extinguishment, as well as tables on the number of runs made in response to alarms, etc. Evidence was given that the City was the third largest geographical community in Michigan and one of the ten wealthiest in the nation. It is also among the fastest growing suburban cities in the United States. Indeed, it must be said that the Union probed diligently to unearth every fulcrum which could give leverage to moving its cause to Board approval.

The closing arguments of the Union parallelled its primary presentation in the thoroughness of its preparation. Fundamentally, the Union felt that the Employer's last-offer proposal for an effective date of 8/17/87 was specious in its basic conception and, of itself, warranted upholding the Union's straight forward and consistent position. The Union insisted that a "wage reopener for the period July 1, 1987 through June 30, 1988" called for a monetary offer covering the total time span. The Union averred that any City last-offer effective on any date other than 7/1/87 would be inappropriate, per se. Section 2 shows that an agreement was reached for 7/1/87 to be the commencement date for a wage change, applying through 6/30/88. The current last offer before the Panel continues to be regressive and would penalize the Fire Fighters, while rewarding the Employer for failure to reach a settlement prior to the onset of arbitration. The proposal is also violative of the "internal parity" objective which the City so stridently emphasized. The Union pointed out that the first two years of the current '85-'88 contract (Jt. Ex. #1), the wage settlement on its contract accumulated as follows:

a) In the 7/1/85-6/30/86 contract year:- a 3% increase on 7/1/85 and 2% on 1/1/86, for a total increase of 5% for the year;
b) In the 7/1/86-6/30/87 contract year:- a 3% increase on 7/1/86 and 2.5% on 1/1/87, for a total increase of 5.5% for the year.

Under this showing that all previous time-increments in the agreement had been covered by increases, the Union asserted that Section 2 is tantamount to a

stipulation in the arbitration proceedings that "a salary increase be effective July 1, 1987 thriugh June 30, 1988.

The Union asked that its "Last Offer" be designated as the Board-approved outcome.

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THE CITY tackled its burden by meticulously shouldering the task of carrying Section 9 (423.239) of P.A. #312 to the table for examination under the microscope of management's viewpoints.

A principal reliance of the Employer was that a fire fighter wage comparison, based on its 3.5% offer showed Local #1557 leading the pack at the expiration date of the contract on 6/30/88.

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(NOTE): The following listing is a composite chart formulated by the Chairman to knit the respective contentions into a comprehensible pattern. The showing is limited to the Employer's offer and the Union's demand in conjunction with the comparative presentations from both sides where the factors of firm agreements extending through 6/30/88, the complements of regular Fire Fighters and Drivers [where the later classification exists], and the wage rates are on the record. Additionally, weighted averages of annual income, across-the-board are set forth.)

Last Offer	Covered Period	Firefighter	Complement	Driver
Union	7/1/87-6/30/88	$ 34,105.00	<53 ---- 0>	N.A.
Sterling Heights	7/1/87-8/16/87	32,481.00	<53 ---- 0>	N.A.
" "	8/17/87-6/30/88	33,618.00	<53 ---- 0>	N.A.
City Weighted Average		33,438.00		
Settled Comparatives:				
Southfield	7/1/87-6/30/88	33,124.00	<35 ---- 6>	$36,439.00
Above-Weighted		33,609.00		
Warren	7/1/87-6/30/88	31,050.00	<44 --- 24>	32,606.00
Above-Weighted		31,907.00		
Detroit	7/1/87-6/30/88	30,854.00	<668 - 112>	32,373.00
Above-Weighted		31,082.00		

* * *

Management accused the Union of comparing apples to oranges in selecting the classification of Drivers as a proper comparison to Sterling Heights, which has no Driver classification. The wage reopener does not permit the Union to seek establishment of new classifications, new fringes or any other changes in the agreement. Such matters were properly open for bargaining in arriving at the current understanding which came in place on 7/1/85. They had similarly

been subject to consideration in negotiation of any earlier labor agreement between the parties. Throughout that extended history, Drivers had never emerged as a classification or, even, as a comparative in considering contract settlements. Obviously, in this relationship the parties took the broad approach to salary levels. The high general rate in Sterling Heights is all-encompassing for the greater benefit of all individual employees. The narrow approach which the Union now seeks to implement would wreak havoc in the stabilization of the relationship even as the fox destroys equanimity in a hen-house.

The City contended, on another front, that its records indicate the actual average earnings for a fire fighter during the calendar year of 1987, including overtime, exceeds $40,000.00. In 1988, even without a change in salary rates, this average per capita income will surge even higher due to new application of the Fair Labor Standards Act to public employees. This windfall gain amounts to about 1% in the Union's favor without a word needing to be said in negotiations. This problem impacted more heavily on the fire fighter unit than on other groups of City workers due to requirement that O.T. be mandatory after 53 hours of work under the 56-hour work week historically cemented into Employer-Fire Fighter relations. This, of itself, adds the equivilant of a day-and-a-half of extra straight time pay to each 56-hour work-stint. The parties recognized these consequences to the point that the parties bargaining teams arrived at a tentative compromise. A 3.5% increase, together with a Letter of Understanding on implementation of the F.L.S.A. changes and certain differentials for a few 40-hour personnel who would not participate in the Act's O.T. bonanza, was worked out but rejected by the Council because the package amounted to 4.7% or 4.8% in overall costs and might be deemed to trigger "me too" demands from other groups. As affairs rest now, the Fire Fighters will reap a real increase over and beyond the 3.5% worked out with other groups, even when the later effective date in this contract is discounted. Not satisfied with this,

the Union wants more.

The City raised subsidiary factors, such as the stability of employment which has prevailed in Fire Fighter employment by the City where no layoff has ever been effected. Finally, the Fire Fighter work schedule lends itself to a potential for taking secondary employment or, even, establishing a business in which the scheduled timeoff can augment income.

In conclusion, Management expressed the opinion that the Union was merely "rolling the dice" in a #312 setup where they could not lose. On the basis of the City offer, they march at the head of the parade; on the basis of their own demand, every unit behind them would be eating clouds of dust.

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Approval of Preliminary Projections of the Parties' Positions

The Partisan Members of the Board of Arbitration on the P.A. #312 proceedings in the above captioned matter, having met with the Chairman and reviewed his presentation of the salient elements of each sides' stance on the dispute, as set forth above, agree that the summary fairly outlines the factors and reliances of each Partisan's side and sets forth the substance of the elements on which the other side advanced its claims

IN WITNESS WHEREOF, the aforementioned Partisan Members of the P.A. #312 Arbitration Board on M.E.R.C. Case, File Number #D87-D-84949, do voluntarily affix their signatures in the presence of the Impartial Chairman on this 8th. Day of February, 1988.

For the City of Sterling Heights

Steve H. Duchane

S. Duchane, Acting City Manager
& Employer's Board Member

For Local #1557, I.A.F.F.; AFL-CIO

I. Droste

I. Droste, Local Secretary
& Union's Board Member

Witnessed by:

M. David Keefe

M. David Keefe, Neutral Chairman

Analysis & Discusion

This case neatly presents the shortcomings of the Act which is ostensibly structured to effectively substitute mere illusion for the harsh realities of the collective bargaining process in the Private Sector. Impasse, in the latter segment, leads to strike or lockout. Such serious consequences gives pause for thought. Before the barricades are manned, each side seriously calculates the ultimate costs of the undertaking and avoids it through compromise if mortal wounds are anticipated. Neither wants self (or mutual) destruction. In the Public Sector strikes or lockouts are no-nos. Fact-Finding or Interest Arbitration are the ordained outcomes.

Fact-Finding is a barren wasteland with no expressway to a solution. The hapless wanderers in this desert can easily pursue mirages and never come upon an oasis. The outcome, in fact, is that when hard impasse develops, no Moses is certain to appear, willing to roam empty spaces. Instead, strikes erupt and are substantially condoned by the courts despite all legal prohibitions.

Interest Arbitration (P.A. #312, in this case) faces the opposing sides with a challenge equal to the test of skill and nerve in a computer game of "shoot down the raiding enemy planes". No worker goes hungry as the outcome of playing the game. No employer has his operation shut down because the exercise imposes no real sanctions. The risk is one of brinksmanship on both sides that it will prevail upon the neutral to adopt its so-called "last offer" as the substitute that a painful and costly strike would induce.

The frailties of the Public Sector solution are that they do not balance the scales evenly. In Fact Finding, the Employer holds the strongest hand and can implement its desired position, despite whatever the "findings" might be. Furthermore, it can invoke the process of discharge for illegal action, regardless of the court's tolerance of a prohibited strike. In Interest Arbitration, the Employer must maintain the status quo, despite the impasse. Thus, the com-

pulsion to proceed expeditiously is undermined and delay provides sanctuary to the Union, especially if the squeeze was on for a paycut. It would be a most startling result for an arbitrator to award a retroactive reduction in wages to any workforce, no matter how appropriate the lesser standard might be. Invariably, all presentations are utterly devoid of any voice being raised in behalf of "the interests and welfare of the public", which Section 9 (c) of the Act so piously enshrines. The standards for appraising equity in the contentions the Parties raise bypass the "voiceless public" and even obscure the plain fact that the dispute being decided is one between the principal parties to the particular relationship. Their emphasis calls for weighing the product of other outcomes with no way being disclosed to measure how aptly or ineptly these results might have fallen on those affected. A monkey-see-monkey-do effect is subtly induced, as if "what's good for the Joneses is necessarily good for the Smiths". The wealth of comparisons called for by the Act leaves scant room for the Principals to stand on their own two feet. Unless the neutral who comes between them fends them off to provide breathing space for fair play and common sense to contribute to the outcome there is little reason to suppose that any thing other than a charade will be acted out.

One of the most glaring deficiencies which apparently plagues this #312 process is the general but false fixation in the minds of so many concerned that what the parties characterize as their "last offer of settlement" must be whatever each side might whimsically propose, even if without having roots in the fertilizer of economic sense. In this view, the neutral is simply a puppet to be manipulated to one extreme or the other. This is a perverted outlook and no neutral need suffer such inconsiderate buffeting. Under the Act, the Board Chairman is the only conceivable unprejudiced protagonist of "the interests and welfare of the public". As such, the neutral's view of where a fair settlement should come to rest is more vital and important than the mandated expression of

the parties wishful thinking. Indeed, this neutral opinion is grist for the mill in grinding out flour for baking a settlement which has some semblance to those cooked in the cauldron of the Private Sector. There, the "last offer" of both sides is the mutually arrived at settlement arrangement. In #312 cases the neutral either forces a change in position or persuades the parties to move into agreement voluntarity. In either event, the outcome has the clear imprint of the Chair's opinion. The first, compulsive route, adopts the least unrealistic partisan offer after silently witnessing the parties shooting in the dark in different directions. Unfortunately in these instances the prevailing party may be almost as far afield from neutral's view of equity as was the discarded "offer" which the ruling changes to match the other, only less onerous extreme. The second, persuasive route, reveals the neutral's opinion to the partisans before their FINAL last offers are invited. This can quickly unmask the instability of the "last offers" proposed by the principals. They are the last offers of the moment ... until the next moment arrives. Thus, what the parties might think and wish to be their last offers are really only way stations on the road to voluntary agreement ... which is the stuff from which mature relationships emerge. Once each knows where the neutral's view rests, simple desire gives way to reappraisal, causing movements which are often right on center. This surely produces voluntary agreements founded more solidly on equity.

This case brings together all of this Chairman's chafing impatience with the squeaky machinery in the process. The principle of having their casually tossed out "last offers" evaluated by the parties against the Chair's neutral findings was unfortunately not essayed due to the parties confidence that the difference of 1.5% between their positions was not insurmountable. This permitted impasse to come about in the fashion which developed. It forced the impartial chairman to reluctantly choose between "the lesser of two evils".

The Parties to this dispute sidled themselves across the border between

realism and desire with disarming ingenuousness which cloaked the iron resolve to prevail motivating each. The astigmatism of partisan convictions evidently blinded the protaginists to inherent faults which would unravel either position if left unmodified.

The Union's case (which was presented first) came on strongest in its post hearing arguments. Nevertheless, it did become mired in the quicksand of an unsupportable claim at a most critical juncture. The extent of permissiveness in the Article 23, Section 2 reopener does not rule out any eventuality in the formulation of a settlement. This could be a single, sweeping step forward: an increase applicable to the total time-span involved. It could consist of step increments, similar to the means resolving the pay-problem in each of the first two years of the three year contract. It could create a level plateau in which no change was made in the salary structure. It could call for a wage decrease. It could embrace any combination of the wage movements elucidated above. It is NOT a sluice gate channeling all flow into a trough for washing out gold.

The other side of this coin shows the Employer venerating the sanctity of its 3.5% crusade. Then, in its final offer, managemenmt topples its own idol by undermining its foundation with a regressive tunnel beneath the basic proposition of dealing out equal treatment to all its bargaining units.

The Union was caught again in an awkward trap of unrealism when it pegged its wage comparision to a classification rate which does not and has not ever existed in the job-structure of Sterling Heights. This Board has no intention of passing judgement, one way or the other, on an issue of whether such a classification could appropriately become established - at some other time. The question is NOT admissable for discussion or review in this wage reopener. Under the circumstances governing consideration of this dispute, the Union's comparative must be rejected.

Not to be outdone, the City overplayed its hand in bewailing possible "me

too" breakthroughs if its 3.5% defense line became breached. Examination of the exhibits showed only one (the Police Dispatchers) having leverage under the I.A.F.F. contract. This hardly can be deemed a "breakthrough". But it does open the door to exploration of the general conundrum as to "who bargains for whom?" in public relationships. Is it the first contract settlement which then freezes all the others into its mold? If not, how many indentical settlements does it take to set a pattern? And how binding is a pattern, if one seems to emerge from the record? Don't any negotiate independently to suit their own needs and goals? When the City risks allowing a "me too" escape hatch, is the #312 Arbitration Board bounden to bail out possibile leaks? More could be said but enough seems to be enough, already.

A mutual oversight of the Parties allowed the difference between "weighted averages" and negotiating "springboards" to be ignored. The Union claims that its 7/1/85-6/30/86 gain was a 5% increase for the vear. This is not so. The income gain was 4%, on a weighted average. The "springboard" for the following year was 5%. Similarly, the '86-'87 compact called for a weighted average increase of 4.25% and a springboard of 5.5% for the year in contention here. On its side, the City represented its offer as constituting a 3.5% increase for the disputed period in this case. Actually, the springboard would be 3.5% going into the next contract. The weighted average for the income adjustment was really just about 2.87%.

Another inconsistency afflicting both sides was the argument about the 1% F.L.S.A. changes zeroing in on I.A.F.F. overtime. There is unrefuted evidence on the record that this was considered as the basis for structuring a settlement. A Memo was exhibited outlining how the windfall O.T. would be paid and coupling the 3.5% raise with certain "rank differentials" for 40-hour personel. This deal collapsed when the City Council rejected it on the grounds that the Employer's entrenched 3.5% position would be pierced by individual adjustments.

This effort at compromise which failed was explored because interest arbtration involves the creation of contract standards, rather than simply their application as in grievance arbitration. This difference conveys the status of relevancy to compromise in #312 cases. The search here is for endurable terms which accomodate the parties and serves the commonweal. The reasonableness and consistency of the conflicting stances on the issues to be resolved can provide revealing insight into the rights of the matter and serve as guidelines for arriving at the most equitable solution perceivable to the impartial arbiter..

The reactions of the Principals on this tidbit of the case are interesting enough to be recounted. The Union shrugged off the item as of no consequence and refocused attention on the scope of the reopener. It was limited to wages only (barring new classifications, overtime or other sources of income appreciation?). Besides, every one else gained from the F.L.S.A. promulgations which washed out the change as a factor to consider. The City underscored the fact that the I.A.F.F. had a built-in edge which no other employee group enjoyed because of its unique 56-hour work week. The new F.L.S.A. standards converted the last 3-hours (over the new 53-hour ceiling) from straight-time to premium pay addons within the regular week. This, the City argued, had nothing to do with whether actual O.T. was required and worked. It simply inflated regular base pay by a factor of almost 1%, without any negotiations at all.

The subtle reversals in earlier positions by each side in coping with the exigencies of this factor illustrates how needs filter convenience. But, be all that as it may, there are loose ends which still clutter up the path to a clean and neat decision. If the calculations are accurate, then the City offer of 3.5% was augmented, within its contractual workweek by about another 1% due to F.L.S.A. changes. There it stood, nakedly stuck with 4.5% whether it liked it or not and did nothing about it. At that point, the enlargement to the proposed 4.7% or 4.8% (whichever) due to individual adjustments was but trivial.

This was enough to prompt rejection as violative of the 3.5% barricade. Mystifyingly, it left the guts of the 4.5% income surge stand without any offset or modification to the enforced 1% addon. Perhaps it was silently assumed that the new 8/17/87 effective date would cry out to the other units that substantial takeback was accomplished by ledgermain rather than outright bargaining.

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Conclusions & Award

(NOTE: All salary levels published throughout this document are top-of-the-range wages for either Fire Fighters or Drivers, as previously indicated. Only the Fire Fighter rate will be utilized in fashioning the award and will be the "open sesame", unlocking access to the appropriate scale for all covered progressions and positions.)

The most dramatic facet of this entire dispute, providing a fulcrum on which fair play and equity can turn, is the argument about the impact of new F.L.S.A. standards. The Union gave short shrift to the problem, remarking that the revised standards applied to all public employees. The City decried this summary brushoff, raising disputations which deserve serious consideration by this Board before an award is structured.

O.T. is traditionally established in labor agreements by knowledgeable bargaining action of the parties. The most common arrangement knowingly tightens up on the legal limitations for weekly straight time by imposing daily O.T. which applies, even if all basic hours are not worked. Also quite ordinary, is gearing O.T. pay only to hours worked beyond the legally recognized straight time workweek. Less numerous, but still existant, are those agreements which affix extra work hours onto the negotiated workweek. This knowingly builds in guaranteed expanded income. There are also some contracts which impose overtime to commence at an earlier deadline than required by law. Finally, if the legislature changed the workweek's straight time hours, immediate bargaining could be anticipated to replace the workweek description thereby rendered illegal. Thus, the O.T. formula gyrates in all directions in the private sector.

But in every such case, the principals, themselves, decide the outcome at the bargaining table.

There has never been, and hopefully never will be, a law that freezes the hours of the general workweek for all sectors while reducing the straight time hours it contains. And although deleting "free" from prefixing collective bargaining, even Mr. Gorbachev could not be expected to countenance this particular nonsense which would run up labor costs in his system which is designed to repress them. Even here in the land of the pork barrel and big spenders, it could hardly be inflicted on the private sector without uproar and upheaval. Only in the good old U.S.A. could free collective bargaining be held captive to inflate costs in the public sector without bargaining. This can happen only because no organized vested interest exists to oppose it. The Unions have no reason whatsoever to object. The public employers have no stomach to fight back. After all, both sides join hands in the public trough. Meanwhile the voiceless and forgotten taxpayer is ignored. For sure, he'll pick up the bill. Its the Law, isn't it?

The City made much of the 1% override being being ruthlessly wrung from its budget by the Feds, it being a no-no to change workweeks to avoid built in overtime. Of course, one may wonder how come 3% was not quoted as a more accurate estimate than the modest 1% claimed. After all, O.T. beyond 53 in the 56-hour period comes to exactly 3 half hours in unearned premium. 1% of 53-hours is .53 hours. Consequently, the three half hours DO reflect 3% more realistically than does 1%. Of course, the City was nevertheless right, although for the wrong reason. It explained that about ten years ago the State legislature took the public employers over this same hurdle to the tune of 2% which left only the last 1% of the complete rip off to be gouged out by fiat.

After a decade of rolling quietly with the punch from the State, how much claim does the City have against the present, somewhat less avaricious bite the

Feds have inflicted? The City is obviously shedding crocodile tears over the windfall largesse of the Feds. This stirring to life on the subject comes after apparently sleeping complacently in the weeds for a decade after suffering the double burden imposed first by the State. Not a vestige of evidence is on the record that the City attempted to gain offset either through bargaining or arbitration until the given instance. The reluctant conclusion forced now is that what happened here flies so flagrantly in the face of established practice that the City offer of 2.87% of real income adjustment in the '87-'88 contract year is no more than a swiping gesture at recouping the current 1%. With the 3.5% springboard for negotiations on a successor agreement, the 1% is reinserted making relief truly ephemeral. The only proposition which could deal frontally with the complaint would be a straightforward offer, from scratch, of the 2.87%, which would then compress the springboard to allow permanent recovery of the 1% override. The Employer's convoluted offer cannot be accepted as driving to its announced goal of achieving offset and maintaining parity in its treatment of its bargaining units. Consequently, the position of the City cannot be condoned, despite merits it might otherwise display in the taxpayers' interest and welfare.

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T H E A W A R D

The position of I.A.F.F.-Local #1557 is sustained and all salaries for the '87-'88 contract year are hereby established to be effective from 7/1/87 through 6/30/88 to the amount of 5% at the top of the Fire Fighters scale, reflecting base income of $34,105.00.

Approved
&
So Ordered on 2/12/88

M David Keefe

by: M. David Keefe, Impartial Chairman - M.E.R.C. #312 Case No. #D87-D-84949

Concurring: Irwin T. Dranow Dissenting: Steven H. Dudas