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STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
ARBITRATION UNDER ACT 312 PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of:

COUNTY OF WAYNE

-and-

MERC Case No. D84 1-2699

AFSCME MI COUNCIL 25, LOCAL 101

George Roumell

FINDINGS OF FACT, OPINIONS  
AND ORDERS OF ARBITRATION PANEL

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APPEARANCES:

FOR THE COUNTY OF WAYNE:  
Nancy A. Pirslin, Attorney

FOR AFSCME LOCAL 101:  
Robert Wines, Staff  
Representative

Local 101, AFSCME Council 25 has been the certified collective bargaining representative of the Firefighters, who were employed previously by the Wayne County Road Commission and now by the County of Wayne at its facility known as Metropolitan Airport, since June, 1968. Their most recent collective bargaining agreement expired on or about June 30, 1984. The parties engaged in collective bargaining and subsequently reached impasse. A petition was filed for the appointment of an impartial panel chairman, pursuant to Act 312 of Public Acts of 1969.<sup>1/</sup>

<sup>1/</sup> See, M.S.A. 17.455(31) et. seq.

Roumell, George T.

Wayne County

The first petition was filed in August, 1984, by Local 101, and was subsequently withdrawn. The petition of March 14, 1985, on which the proceedings are now based, was filed by the County of Wayne. Dean William Haber was appointed chairman in August, 1985, and commenced the hearings. The Firefighters' representative on the panel is Leonard Cranston, President of Local 101 and Vice-President of AFSCME Council 25. Representing the County is Jamil Akhtar of the County Executive's staff.

Hearings were held on September 11, 1985 and September 18, 1985. Subsequently, Dean Haber resigned as chairman for health reasons. The undersigned, George T. Roumell, Jr. was appointed chairman of the Act 312 Panel by agreement of the parties and confirmed by the Michigan Employment Relations Commission.

Appearing as advocate for the County is Nancy A. Pirslin. Appearing as advocate for Local 101 and the Firefighters is Robert Wines. There was a meeting of the Act 312 Panel with the advocates and the Chairman on Thursday, February 27, 1986. Within 30 days thereafter the Chairman received notice of his appointment on January 28, 1986. The first meeting was therefore within the required 30 days and actually is a continuation of previous meetings. The parties have stipulated on the record that all time limits have been met, and where not met have been extended and thereby have waived all time limits.

### STATEMENT OF CHAIRMAN

At the time that the Chairman was appointed by the Michigan Employment Relations Commission, the Chairman, namely, George T. Roumell, Jr., advised both the County and representatives of Local 101 and Council 25 that he has currently, and he does currently represent William Lucas in litigation and from time to time, he has given labor advice to the County of Wayne. But, in regard to the Firefighters, he has never been involved and never given advice concerning this matter or any other matter involving the Firefighters.

The Chairman asked the parties at the hearing conducted Saturday, March 8, 1986, whether they had any objections after revealing this information of him continuing to serve as Chairman. He did represent to the parties that he believed that he was able to render a fair and impartial judgment in this matter.

The questions as asked and the answers received were: "On behalf of Council 25 and Local 101, Mr. Wines do you have any objections?" "No. I do not."

Appearing in the room at the arbitration hearing were four members of the bargaining unit, who constituted the negotiation team; namely, the Firefighters: Donald Sepanski, Michael Hammett, Robert Szymanski, Committeeperson Keith Benning. "Now I ask three Firefighters who are identified on the record, do they have any objections after I have revealed this information to I serving as chairman. Let the record show that each of the individuals answered in the negative."

The Chairman addressed the County. "Miss Pirslin, you are representing the County in this matter? Do you have any objections to I serving based upon my revealing of potential conflict?"

After the parties indicated no objection to the Chairman serving, the Chairman then asked Panel Members Akhtar and Cranston whether either of them had objections. Both indicated on this record that they had no objections.

Based on these facts, the Chairman has concluded that the parties all agree, including panel members and principals, and particularly the Committee from the Firefighters, namely, Committeeperson Keith Benning, Donald Sepanski, Michael Hammett and Robert Szymanski that the Chairman, George T. Roumell, Jr., may serve.

#### THE RECORD PRIOR TO HEARINGS

The record will reveal that there is a transcript of a hearing on Thursday, September 11, 1985 and Wednesday, September 18, 1985. They will be considered as part of the record in this case. That, in addition, there have been exhibits admitted in the record thus far. Exhibits 1 through 6, will be deemed as part of this record. The parties had no objections to this procedure.

#### ISSUES IDENTIFIED

The parties have identified the issues in dispute as follows:

1. Wages
2. Retirement Language
3. Holiday Pay, 380 hours x hourly rate  
straight time

4. Eight (8) Hour Shifts
5. Duty Disability
6. Overtime (When does it kick in? At what hours?)
7. Computation of Annual Vacation
8. Sick Leave
9. Kelly Day
10. Work Day Scheduled - Ten (10) Hours
11. Food Allowance
12. Life Insurance
13. Fringe Bonus
14. \$500 per training certificate bonus
15. Probation and When Medical Insurance Becomes Effective
16. Captain for Training
17. Physical Fitness - Mt. Clemens standards
18. Medical examinations
19. Terms of the contract
20. Columbus' Day
21. Longevity
22. Work Rules

The parties have agreed that all of these issues are economic except training captain, physical fitness, medical examinations and work rules. The parties further agreed on the record, however, that even as to the non-economic issues just defined, the parties have agreed to be bound by their last best offers. The Panel therefore has conducted itself in a way to require, again by agreement of the parties, last best offers on all issues.

#### CRITERIA

Section 9 of Act 312, MSA 17.455(39), sets forth specific criteria to be followed by the Act 312 Panel in arriving at its orders. The Panel has carefully considered these criteria as applicable as to each issue in dispute. Particular reference has been made to comparables both within the County system of employment and outside of the County. The relationship between other County employees has particularly

been important since many of the Firefighters were originally Local 101 employees and the pattern of bargaining would suggest that the parties have recognized that there is a relationship between the Firefighters and the general pattern of bargaining with Local 101. Afterall, the County is the employer and the many areas that are now exclusively of concern to the Firefighters it is clear that this pattern should be adopted.

Likewise, the bargaining history has been most important. This particularly has been the basis for maintaining the 24 hour schedule as well as such items as the food allowance for these provisions have a part of the parties' Collective Bargaining Agreement for a substantial period of time. To suggest that they now be eliminated would ignore an important criteria set forth in Section 9, subparagraph h, in the bargaining history. On the other hand the modification as to Kelly Days is consistent with the general comparables with other firefighter units throughout the State and recognition to take it off.

Further reference should be made where applicable to the criteria in the discussion tradition as mentioned. In addition, all issues including the non-economic issues (by agreement) were determined based on last best offers under the collective bargaining sessions.

#### ISSUES AGREED TO

At the hearing on Saturday, March 8, 1986, the Panel Chairman with the members of the Panel, asked for last best offers supplementing the record previously made, as well as

taking additional testimony. As a result, the parties reached, via identical last best offers, agreements on the issues of duty disability, life insurance, overtime computation, medical insurance waiting period, training captain, bonuses for EMT, CFR and basic firefighting school, in addition to the Mt. Clemens Physical Fitness Program. These agreements are:

AWARD AND ORDERS

1. Duty Disability.

A. Any Firefighter absent from work due to a work-related injury shall be entitled to the following:

The first seven (7) calendar days after the duty related injury shall be taken as sick leave. After such time the County shall pay supplemental payments to provide one hundred percent (100%) of the employees after-tax pay until such time as Long Term Disability coverage begins. A member who is placed in a Michigan Workers' Disability Compensation status and who may qualify for entitlement to receive Long Term Disability Income Protection Plan benefits shall receive long term disability payments in an amount when combined with the statutorily required workers' Compensation benefits, not to exceed a total of one hundred percent (100%) of the employee's regular after-tax rate of pay.

B. A member who is receiving Workers' Compensation benefits as provided above, shall accumulate vacation time at fifty (50%) percent of the employee's normal rate and shall not accumulate such annual leave for more than two years while on Workers' Compensation.

C. Life Insurance, Medical Insurance, Dental Insurance, and Optical Benefits for which the member would

otherwise be entitled pursuant to this Agreement shall be continued while a member is on Workers' Compensation.

D. Upon returning to work, if physically able, a member shall be restored to their former classification.

E. During the period a member is on Workers' Compensation, Union dues shall be deducted from their Long Term Disability payments.

F. If an employee receives an economic benefit from the Employer's automotive insurance carrier as a result of the employee being injured in the line of duty, said payment shall off-set the Employer provided Long Term Disability payments on a dollar-for-dollar basis.

When combined with statutory payments, Long Term Disability payments and economic benefits from the Employer's automotive insurance carrier, the combined payment shall equal 100% of the employee's net pay and no more.

## 2. Life Insurance:

In addition to the basic life insurance provided by the Master Agreement, a Firefighter's estate will be paid \$90,000.00 if his death was caused by sudden, catastrophic injury while performing firefighter work for Wayne County.

## 3. Overtime:

Overtime shall be figured by multiplying  $108 \times 26 = 2,808$  hours, yearly wage/hours, effective April 9, 1986.

## 4. Medical Insurance Waiting Period:

Medical insurance plans provided under the Master Agreement shall take effect with new Firefighters 90 days after



their date of hire. Orthodontic coverage will not take effect until a new Firefighter has completed the Structural and Crash, Fire and Rescue training, or probationary period, whichever occurs first.

5. Training Captain:

The Training Captain shall be as follows. There shall be one full-time Training Captain. The Fire Chief shall post a notice of such position and an oral review board composed of the Fire Chief, one union official, and one delegate from Personnel shall select the Training Captain from all candidates who have submitted an application.

The Training Captain shall not be a member of Local 101.

The Training Captain shall be placed on the County Graded Salary Plan grade 25 - step 4, which is \$37,910.

These provisions as to Training Captain will be effective 90 days following the date of the orders herein which were issued on April 8, 1986.

6. As to the Training Certificate Bonuses, effective July 1, 1986 and each July 1 thereafter, firefighters will receive a premium of \$500.00 per year for each of the following certificates:

Emergency Medical Technician certificate

Structural Fires certificate

Crash, fire and Rescue certificate

The maximum, total premium pay for each Firefighter for all of the above-listed certificates shall be \$1,500.00 per year.

All Firefighters must obtain an EMT certificate within two years from their date of hire. The County will pay the tuition for the EMT course and the Firefighter shall attend the EMT classes while off-duty and without hourly compensation. Any Firefighter who fails to receive an EMT certificate within two years of his date of hire shall be terminated.

7. Physical Fitness:

The parties have agreed and the Order will provide that the Firefighters shall follow the Mt. Clemens Physical Training Program. This provision shall be effective 90 days after the date of the orders herein, which orders were signed on April 8, 1986.

THE ISSUES IN DISPUTE

1. Food Allowance:

The Firefighters' last best offer is that the \$425.00 food allowance shall continue. The County wishes to provide food. After due deliberation, the Panel has considered the issue of food allowance. The Chairman notes that the County seeks to provide food. However, traditionally the Firefighter Service employees have been provided a food allowance that has been part of the parties' bargaining history for some time. There is no persuasive evidence why the food allowance should be

eliminated. Therefore, the Union's last offer as to continuation of the \$425.00 annual food allowance shall continue. The Order shall so provide.

2. Other Premiums:

The County's last best offer was to withhold any premiums that had been provided other employees under the Master Agreement. The Panel Chairman could not understand this position. The last best offer of the Union was for a lump sum bonus of \$1,250.00 annually, which is similar to that provided in the Local 101 Master Agreement. This seems to be a reasonable last best offer based on the fact that other bargaining units have received it. There is no reason why the Firefighters should not receive it. Therefore the Order of the Panel majority will be to award the following lump sum bonus annually:

Each Firefighter working a 24-hour shift shall receive a lump sum bonus of \$1,250.00 per year. This payment shall be considered compensation for all other miscellaneous premiums not mentioned in this award, but which were included in prior contracts. Such compensation covers such items as weekend pay, night pay, driver's pay, etc.

All Firefighters working an 8-hour shift during training shall receive only those premiums provided under the Local 101 Master Agreement.

The effective date of these premiums shall be November 1, 1986 and each November 1 thereafter.

### 3. Medical Examinations:

A dispute developed between the parties as to fitness for duty. The last best offer of the Firefighters is that if the person is unfit for medical reasons to perform the full duties as a firefighter they shall be offered a light duty job in the Fire Department. The last best offer of the County was to provide light duty in a non-firefighter County job. In this day and age with pressing financial needs of the County and their limitation of resources, it would seem that equities would require that the County be able to utilize a person whom it is paying a substantial salary with fringe benefits where needed. And for these reasons, the majority of the Panel will opt for the County's last best offer. Therefore, the Contract will provide that all Firefighters shall be required to pass yearly physical examinations at a County designated clinic or hospital. Any Firefighter who fails to pass the physical examination shall be placed in a non-Firefighter County job until the medical problem is corrected at his then current firefighter wages.

This provision shall be effective July 1, 1986.

### 4. Columbus Day:

The issue of Columbus Day centers around the fact that in the fall of 1984 the County unilaterally put the Firefighters on an eight hour day which had been an issue in dispute for some time. By Court action the County was required to put the Firefighters back into a 24 hour mode. But as a result, the County did not pay the Firefighters, under their previous

Contract, for Columbus Day, 1984. The County takes the position in its last best offer that there should be no pay for this Columbus Day. The Firefighters' last best offer is just the opposite. The majority of the Panel, recognizing the history of this Columbus Day dispute and the whole history of the dispute between eight hours and 24 hours, have concluded that Columbus Day should be paid as a holiday for 1985 and the order will so provide that said payment shall be made as soon as reasonable. The County should not benefit from its unilateral action affecting Columbus Day, 1984.

5. Hours of Work:

The County's last best offer represents an offer for an eight hour shift for the Firefighters who until now have worked 24 hours a day. There was introduced into evidence comparables from other major cities which did show that eight hours was utilized in some airports but the majority of the comparables still are at 24 hours. The last best offer of the Union is to continue on the 24 hour shift. Because eight hours is not universal and based upon the pattern of negotiations in the past, the Chairman along with the Union delegate will vote to continue the 24 hour cycle and will adopt the Union's offer for all Firefighter employees.

6. Holiday Pay:

The issue of holiday pay has been one of serious contention between the parties. As matters stand in the expired Contract, all employees whether working or not receive double time for holiday pay. The County maintains that it is

inequitable to other employees working for the County not to be given the same treatment when they do not work. This is the only unit in the County that receives the benefit of being paid double time for not working on a holiday.

The County's last best offer was to gear the holiday pay in accordance with the proportion of hours worked, namely, that holiday pay be received for the actual holiday hours worked. The Union in turn, recognizing the argument of the County, but likewise recognizing that the Union has had this benefit for some time, proposed that there be a lump sum payment to all firefighters of 400 hours times their hourly rate as holiday compensation. The Panel believes, at least its Chairman, that although there are potent arguments on behalf of the County, this long time benefit cannot be eradicated in one contract. Thus, the last best offer of the County seems to be unreasonable. Yet, the last best offer of the Union seems to address some of the County's concern. For this reason, the last best offer of the Union will be ordered. Firefighters who meet the qualifications in the Contract shall annually receive a lump sum payment of 400 holiday hours times their straight time hourly rate as holiday pay compensation.

The holiday compensation payable herein shall be payable as of May 1, 1986 and May 1, each year thereafter, provided, however, if an employee elects early retirement he shall receive his holiday compensation at the time provided herein, less holiday pay that he may have received from January 1, 1986 through May 1, 1986.

7. Annual Leave:

The Union's last best offer was to keep the status quo. However, it became obvious to the Chairman that the adjustments had to be made in the Firefighters' Contract in order to have that Contract consistent with other County employees, particularly when the issue was not directly related to firefighting concerns. The last best offer of the County proposed such a modification. The Order adopts the County's last best offer which was adopted.

Firefighters shall receive annual leave according to the provisions of the Master Agreement with Local 101, except that the amount of annual leave received will be in proportion to the number of hours worked. Firefighters shall receive 35% more annual leave than that provided to eight hour employees, namely:

<u>Years of Service</u>	<u>Eight hour Employees</u>	<u>Firefighters 24-hour</u>
0 - 5	8 hr/month x 12 = 96 hr/yr x 1.35 =	129.5 hr/yr
6 - 10	10 hr/month	162.0 hr/yr
11 - 15	12 hr/month	194.4 hr/yr
16 - 20	14 hr/month	226.8 hr/yr
20 +	16 hr/month	259.2 hr/yr

Firefighters must bid for their vacation schedules and the schedules will be posted. If a Firefighter does not bid for the schedule, the Fire Chief will assign a schedule.

These provisions as to annual leave shall be effective June 1, 1986.

8. Sick Leave:

As to sick leave, the Firefighters' last best offer was to maintain the status quo of sick leave. The County's last

best offer was to relate the sick leave to the hours worked consistent with the same pattern in the Local 101 Master Agreement as to other County employees, recognizing, however, that the Firefighters work 24 hours a day. This rationale is undisputable. Therefore the Chairman joins the County delegate and adopts the last best offer of the County on the issue of sick leave.

Firefighters shall receive sick leave according to the provisions of the Master Agreement with Local 101, except that the amount of sick leave received shall be in proportion to the number of hours worked. Firefighters shall receive 35% more sick leave than that provided to eight hour employees according to the following formula:

Eight hour employees

8 hours/month  
129.5 hours/year

x 1.35 =  
x 1.35 =

Firefighters (24 hr)

10.8 hours/month  
194 hours/year

Firefighters will also receive the annual leave bonus as provided in the Local 101 Master Agreement for non-utilization of sick leave.

Any accumulated sick leave shall be placed in a Primary Sick Bank and used according to the provisions of the Local 101 Master Agreement.

These provisions as to sick leave shall be effective June 1, 1986. .

9. Kelly Day:

The Union's last best offer was to remain the status quo on Kelly Days. But the Kelly Days as in the Contract provided eight more days off than required by law. The County



argued that it could not provide for other benefits such as bonuses and wage increases and not require a reasonable amount of productivity by working other employees.

The comparables introduced by the County did support the position that in fire departments the Kelly Days are usually limited by that provided for by statute. It is for this reason that the Chairman joins the County delegate and accepts the County's last offer which is to provide the same number of Kelly Days as set forth in the Statute

Firefighters shall receive and use Kelly Days only as required under Michigan law. Firefighters shall not receive any Kelly Days in excess of that number needed to keep them within the hour limits set by Michigan's minimum wage law of 1964, being MCLA 408.384a.

These provisions as to Kelly Days shall be effective on the next posted schedule following the date of the issuance of this Award, April 8, 1986, but in no event, not more than 28 days from April 8, 1986.

10. Work Days:

Under the expired Contract, according to the County, Firefighters can only be scheduled to work approximately four hours a day. The last best offer of the Firefighters is to keep the present language. The last best offer of the County is to provide for scheduling ten hours a day. It would seem to this Chairman that since the actual work days are approximately 100 a year and the employees are on premises 24 hours a day, it would not be unrealistic to require scheduling of up to ten hours.

Therefore, the last best offer of the County providing ten hour work schedules with reasonable portions of the time allowance to maintain building and additional firefighting training will be the Order.

This provision as to work schedule shall be effective on the next posted schedule following the issuance of this Award, April 8, 1986, but in no event, more than 28 days from said April 8, 1986.

11. Retirement:

The Firefighters have proposed that they have the same retirement plan as the Wayne County Sheriff Deputy employees with the employee assuming a .67 more contribution. The last best offer of the County is to adopt the Plan in the Local 101 Master Agreement with the County of July, 1984, which allows the existing Firefighters to continue in their same Plan as modified by the Local 101 Master Agreement. However, new Firefighters will be subject to one of the new Plans found in the Local 101 Master Agreement. This is recognition that the County is attempting to coordinate all of the retirement plans that the County has with AFSCME.

The July, 1984 Local 101 Master Agreement provides for a one time only 20 and out early retirement and the payment of two \$1,250.00 bonuses. Therefore, firefighters electing early retirement must do so by July 30, 1986 and the two \$1,250.00 shall be paid on December 1, 1986 and December 1, 1987, and no more.

Employees who elect early retirement may be required to stay in the employment of the County for up to 18 months while their replacements are trained. If an employee is so required to stay in the employment of the County they shall have their hourly rate increased by 5%.

The difficulty with the Firefighters' offer is that it is contrary to the pattern of bargaining between Local 101 for other County employees. There is no particular reason as revealed on this record why the Firefighters should obtain the Wayne County Sheriff Deputy's Employee Pension Plan. And for this reason, the last best offer of the County will be accepted.

12. Duration and Effective Date:

On the issue of duration, this Contract has been a long time in the making. The Firefighters wish to have a duration from July 1, 1984 through November 30, 1987. However, because of the length of time it has taken to reach this Contract and because the wage scale will cover a lengthy period of time, the majority of the Panel would opt for a duration date of July 1, 1984 through November 30, 1988. The effective date of each of the provisions provided for in the Order shall be as set forth in the discussion in each instance. Where there is no discussion, the effective date will be the date of the Orders herein; namely, April 8, 1986. The Order shall so provide.

13. Wages:

On the issue of wages, the Union has made a last proposal that wages, based upon their proposed duration, would be five percent beginning July 1, 1984, five percent July 1,

1985 and five percent July 1, 1986, with an entry level of \$17,025.00. Top pay would be reached in five step increases one year apart. The last best offer of the County, based upon its bargaining pattern within the County with Local 101 is as follows:

The Firefighters shall not receive a retroactive pay increase for the period 7-1-84 through 7-1-85. During this period, the Firefighters received the holiday pay provided under the old Contract.

Effective 7-1-85, all Firefighters, Sergeants and Lieutenants shall receive a pay increase of five percent above their then-current salaries. Any retroactive portion of this pay increase will be payable 6-1-86.

Effective 1-1-87:

A. Lieutenants shall be placed on the County Graded Salary Plan grade 25, at the step that will provide a \$1,410 increase above their current salary. Thereafter, Lieutenants will receive step increases according to the CGSP.

B. Sergeants shall be placed on the County Graded Salary Plan grade 23, at the step that will provide a \$1,280 increase above their current salary. Thereafter, Sergeants will receive step increases according to the CGSP.

C. All current Firefighters at the maximum step will be placed on the County Graded Salary Plan at grade 20 - step 6, which is \$32,120. These Firefighters will receive a step increase every January 1st thereafter. After receiving the annual step increases, they will be at the top step and maximum salary of \$34,370.

D. Any Firefighter currently between the minimum and maximum salary rates shall be placed on grade 20 at the step that will provide an increase of at least \$1,110 above their current salary.

The minimum salary, as of the date of the Orders herein, for current Firefighters shall be grade 20 - step 3, which is \$28,790.

Newly hired Firefighters shall be placed at CGSP grade 9, minimum step (\$15,060). After completing their training and receiving their EMT License, new Firefighters shall be placed on grade 9 - step 3, which is \$17,025.

However, if the basic training plus crash fire training is not completed in the probationary period, the new firefighter shall be entitled to the grade 9 - step 3 pay, provided that said employee by the end of said probationary period has the EMT License.

The parties did agree before this Panel that their respective wage offers were based on a year-to-year basis. Thus, the offers as outlined above were for 1984, 1985, and 1986 with the County maintaining that it also made offers for 1987 through November 30, 1988. The Union, because it took the position that the duration should end on June 30, 1987, made an offer for this latter period of no offer because of its view on duration.

The Panel, in reaching the wage orders here, has treated the offers outlined above on a year-to-year basis.

Among the criteria of Section 9 of Act 312 (MSA 17.455(39)) is Subparagraph d, namely, comparisons of wages. This would include comparables with other employers within the County. This criteria coupled with the recognition in Section 9, subparagraph h of other criteria usually followed in

factfinding, namely, the bargaining history, would suggest that the County's last best as to 1984 of no wage increase, the Union's last best offer for 1985 and the County's last best offer for 1986-88 should be accepted. This follows because these offers are consistent the pattern of bargaining with Local 101 for other County employees, plus it compares favorably with employees in the County and general the comparables that were introduced into evidence. As to the acceptance of the County's offer of no wage increase in 1984, the Chairman was convinced that the pattern of compensation of the Firefighters when compared with the rest of the County reviewing in particular the unusual situation as to holiday pay, justifies no wage increase in that year for it was realized through an unusual holiday pay provision which elsewhere has now been modulated to some extent as explained herein.

14. Longevity:

The last best offer of the Union is to continue the system of longevity payments that were present in the just expired Contract. The County's last best offer was to eliminate this longevity pay. The County pointed out that in its bargaining with Local 101 and the arrival at the Local 101 Master Agreement, longevity had been eliminated. The County also noted that the employee pension rate which was encompassed to retirement had been reduced to offset the loss of longevity pay. This was done with Local 101. Quite obviously, as the Chairman views it, the Firefighters cannot have it both ways. They cannot have less contributions to the pension plan and

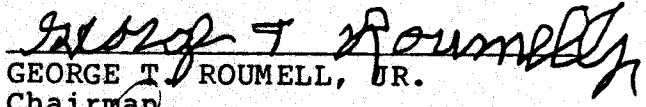
still continue the longevity payments when their co-employees in Local 101 have, in the interest of getting a pension benefit, agree to relinquish longevity pay. When one reviews the bargaining history criteria and the comparables with other employees in the County, it is quite clear that the substantial evidence on this record supports the last best offer of the County. Therefore, a majority of the Panel will so order this last best offer. In doing so the Chairman points out that he is relying on the record previously made before Chairman Haber, as this is part of the record in this case.

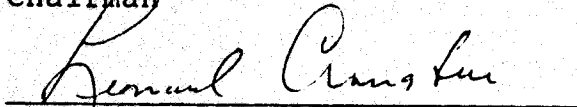
15. Work Rules:

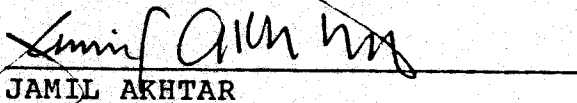
The parties had reached an impasse on the development of work rules. The parties had agreed that the work rules should be negotiated. The parties have agreed by their mutual last best offers that the Contract should provide within 90 days of April 8, 1986 (the date of the Orders herein), the parties shall attempt to agree on work rules. In the event that they cannot agree at the end of said 90 days, the parties shall submit for each work rule in dispute their respective last best offers and this arbitration Panel, by agreement of the parties, shall either adopt one or the other of the last best offers on each work rule and their adoption shall be part of the parties' agreement. It must be emphasized that the parties have agreed in their last best offers that this should be part of the Contract.

ORDERS

1. It is hereby ordered by a unanimous Panel that the Collective Bargaining Agreement contain the provisions for duty disability, life insurance, medical insurance waiting period, Training Captain, Bonuses for EMT, CFR and Basic Firefighter School and physical fitness according to the Mt. Clemens Plan and Work Rules be incorporated into the parties' Collective Bargaining Agreement as their last best offers on these issues were identical.

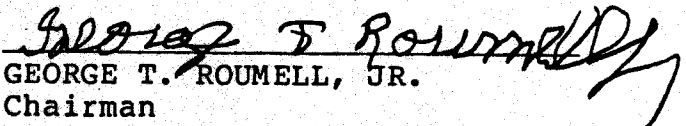
  
GEORGE T. ROUMELL, JR.  
Chairman

  
LEONARD CRANSTON  
Union Delegate

  
JAMIL AKHTAR  
County Delegate

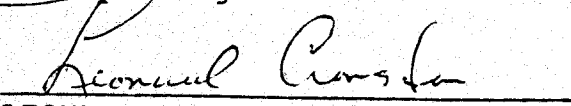
Dated: April 8, 1986

2. It is hereby ordered that the last best offer of the County as to the 1984 and 1986-88 wages, annual leave, sick leave, retirement plan, Kelly Days, work schedule, longevity, and annual medical examination be adopted by both the Chairman and County Delegate, with the Union Delegate dissenting.

  
GEORGE T. ROUMELL, JR.  
Chairman

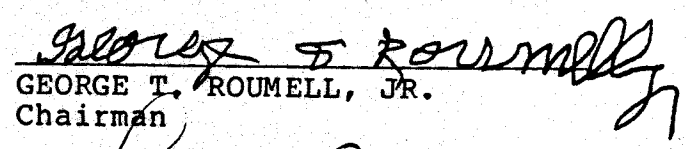


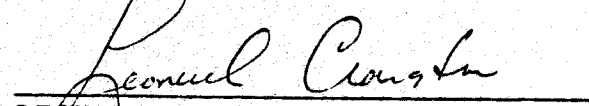
  
JAMIL AKHTAR  
County Delegate

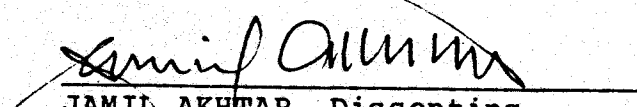
  
LEONARD CRANSTON, Dissenting  
Union Delegate

Dated: April 8, 1986

3. It is hereby ordered, based on the vote of the Chairman and the Union Delegate that the Union's last best offer as to the 1985 wages, 24 hour shifts, holiday pay lump sum payment, overtime calculation, food allowance, bonus in lieu of miscellaneous premiums and Columbus Day be hereby adopted.

  
GEORGE T. ROUMELL, JR.  
Chairman

  
LEONARD CRANSTON  
Union Delegate

  
JAMIL AKHTAR, Dissenting  
County Delegate

Dated: April 8, 1986

4. Based upon the vote of the Chairman and the County Delegate, the Contract term will be from July 1, 1984 through November 30, 1988, with effective dates as set forth either in the discussion of each provision provided herein and where there are no specific dates set forth then the effective dates for the given provision will be the date of this Order, April 8, 1986.

George T. Roumelle, Jr.  
GEORGE T. ROUMELLE, JR.  
Chairman

Jamil Akhtar  
JAMIL AKHTAR  
County Delegate

Leonard H. Cranston  
LEONARD CRANSTON, Dissenting  
Union Delegate

Dated: April 8, 1986