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In The Matter Of  
Act 312 Arbitration  
Between  
City of Westland  
and

International Association of Firefighters Local 1279

MERC Case No. D83 K-2631

Background

The Agreement between the above parties expired on July 1, 1982. Negotiations ensued, agreements reached and rejected by the Westland City Council. Mediation took place on May 3, 1984, but the parties failed to reach agreement.

On May 4, 1984 the Union petitioned the Michigan Employment Relations Commission for Arbitration under Act 312. On October 18, 1984 MERC appointed Bernard W. Klein as chairman of the arbitration panel. The Union chose Mr. Kenneth B. Sharp as its delegate to the panel and the City of Westland chose Mr. C. Charles Bokos as its panel member.

The Union was represented by Attorney Ann Hildebrandt while the City was represented by City Attorney Angelo A. Plakos and his Associate Mr. Victor L. Galea.

A pre-Hearing conference was held at Westland City Hall on

Klein, Bernard

Westland, City of

December 5, 1984 at which time dates for Hearings were agreed upon as well as the list of comparable communities. Hearings were held before the panel at Bailey Center in Westland on February 11, 13, 15, 20 March 6, 8, 11, 25, 27 April 3, 29 May 1, 9, 10, 1985. Last offers and post-Hearing briefs were exchanged on June 28, 1985.

The list of comparable communities was the same as that used in the last Act 312 arbitration by these parties three years earlier. These communities consisted of: Ann Arbor, Canton, Dearborn, Dearborn Heights, Garden City, Inkster, Livonia, Plymouth Township, Pontiac, Redford Township, Southfield, Sterling Heights, Taylor, Wayne and Westland.

It was also agreed at the conference that the Award of the panel should be for the three year period July 1, 1982 to June 30, 1985.

Several issues were resolved or withdrawn during the course of the hearings. The issues that remained in the order in which they were presented were: Manpower, Work Schedule, Workers Compensation, Volunteers, Minimum Manning, Emergency Medical Training, Pension, Sick Leave, Vacation, Joint Dispatch and Wages, and subissues to these issues.

The panel received many exhibits and heard much testimony. The panel was cognizant of both Westland's financial problems as well as the equities and expectations of its firefighters. The following sections of the Award represent the efforts of the panel to reconcile these two factors.

#### Manpower

From the beginning of the process the Article on Manpower was

a subject of deep division between the parties. The City contended that the entire Article 19 which dealt with manpower was not a subject of mandatory bargaining while the Union contended that it was. Early in the hearing process the parties were asked to submit briefs to the panel and the panel ruled at the time that except for the creation of the Chief of the Public Fire Education Division the other items are items of mandatory bargaining since they involve conditions of employment.

#### Issue 6B - Fire Education Division

The Union proposed language to this Article (19 D.6) that "All Captains may test for promotion to the Battalion Chief in the Public Fire Education Division."

The City accepts this offer with the understanding that the panel was not ruling that the continuation of this position was in any way promised or guaranteed.

The panel accepts this agreement between the parties and Union proposal on Issue 6B is herein adopted.

#### Issue 6A - Change of Title

Issue 6A dealt with the change of a title. The Union proposed that Article 19A.4 be changed from the title of Driver/Engineer to Driver-Engineer-Sergeant. They City opposes this change.

The Union's position is that a fire department like a police department is a paramilitary organization and that the added designation of the title sergeant clarifies the position to most people. The Union does not propose any changes in pay connected with the

change in title.

The City's position is that the panel lacks jurisdiction on this issue and also objects to the change because it feels that the title sergeant "connotes a position of command" which this position does not carry.

The panel rejects the argument that this is not a mandatory subject of bargaining. Titles are a condition of employment as are other non-material perks. As to the other argument, the City did not present arguments against it earlier and as long as the job description remains the same there need be no connotation of command. Since this is not an additional cost to the City, the panel adopts the Union's position on this issue and the title change is awarded.

#### Issue 6C - Probationary Review

This is a Union proposal to create a probationary review panel to advise the appointing officer in writing whether an original probationary appointee should be appointed or not after he has served his probationary period. The probationary review panel would consist of:

1. The Chief of the Department
2. The Shift Commander on the probationer's respective shift
3. The Station Commander on the probationer's respective shift

The Union contends that this would encourage input by those closest to the work of the probationer and the recommendation would not be binding on the Mayor who ultimately makes the appointment. The probationer would still have appeal rights under Act 78 in the event he is not retained.

The City again contends that this is not a mandatory subject of bargaining but also seeks the panel's rejection of this proposal even if the panel considers it a fit subject of bargaining. Their opposition is based upon the premise that retention or nonretention is a management prerogative and that the Chief does indeed consult these people and that at no time are these persons prevented from making their opinions known to him or the Mayor.

The panel once again does consider this a subject of mandatory bargaining in that it represents a condition of employment albeit a minor one. The panel however does agree with the City's position that this is a limitation on management's discretion even though the recommendation is only advisory. Granting permanent employment to a probationer is probably the most serious and profound decision an employer makes and it is recognized as such in both public and private employment. While it would be wise for the appointing officials to confer with as many relevant persons as possible, there has not been proven any overwhelming need to institutionalize this process as a contractual obligation. Therefore the panel does not choose to change the current language of the contract on this question.

### Issue 2 - Work Schedule

The subject of firefighter work and compensation schedules has long been fraught with controversy and contention. The Union originally sought a 53-hour work week, keeping the current 56-hour schedule and having firefighters receive compensatory days off for the overtime hours worked during the quarter it was earned. During the course of this panel's proceedings the United States Supreme

Court issued an opinion in Garcia v. San Antonio Metropolitan Transit Authority (February 19, 1985). It made local governments subject to the provisions of the Fair Labor Standards Act.

It is the Union's contention that this decision requires the payment of overtime to firefighters for hours worked over 53 rather than the granting of compensatory time. The Union therefore proposes language that would incorporate their interpretation of the Garcia decision.

The City still wants to explore interpretations of the Garcia decision and possible alternative courses of action to meet its legal obligations under the Fair Labor Standards Act.

Inasmuch as this Award covers a period of time already expired and very little of the period since the Garcia decision, the panel considers it a wiser course to leave this section intact (City's position) so that the parties can negotiate this matter afresh in the light of the Garcia decision with a confidence that the correct interpretation of that decision will prevail, if necessary in the courts. The panel regrets what might appear to be a timid response to this issue. However if it were to rule otherwise there would still most likely be a legal challenge and the parties would be no further ahead in resolving this issue. It is the hope of this panel that the parties will negotiate this issue in good faith and arrive at a satisfactory solution which meets the legal requirements of the Garcia decision.

#### Issue 5 - Workers Compensation

Prior to the previous Act 312 Arbitration Award of these parties

a firefighter injured in the course of employment was entitled to the difference between his benefits under the Michigan Workers Compensation Law and his regular salary for an unlimited period of disability. The previous Award limited the City's obligation to provide the supplemental benefit for only one year.

Both parties modified their last offers from those at the start of this Arbitration.

The Union proposes that the injured firefighter receive this supplemental so that the workers compensation benefits and the supplemental pay equals his base pay for a period of two years. They also propose that 50% of the difference shall be paid if disability continues for another three years.

The City proposes the continuation of the one year as a present while in a second year the injured employee would receive a supplement to equal 80% of his base wage. They also propose that the City be allowed to deduct from supplemental pay amounts received through any pension plans and income earned outside during the disability even if the income was being received prior to the injury.

Both sides recognize the hazard of firefighting although there is some difference of opinion as to the comparative hazards with some other occupations.

Both sides attempted to introduce witnesses on this issue but were discouraged by the panel chairman. The City wanted to introduce an injured firefighter who while receiving supplemental benefits earns considerable amounts of money which he earned before, during and since the injury. The Union would have presented another witness who is having a rougher time financially since his injury. The

panel noted that both situations can exist.

It would appear that going from unlimited supplemental eligibility to only one year was a drastic curtailment of a benefit. Yet it would also appear that the prior virtually unlimited eligibility was also excessive and subject to abuse. There is much to commend both positions in regard to their last offers. Yet the panel cannot compromise the two positions but must choose one. It therefore chooses the Union's offer for several reasons. The main one is the City's tying in its offer with outside income earned by an employee in an occupation unrelated to his injury and even preceeding his injury. The purpose of workers compensation and supplemental benefits is for the inability to work as a firefighter. The panel would also point out that the City could at anytime challenge the finding of disability if it feels it is being abused. However to restrict the supplement because of other unrelated earnings appears to tilt too far to the injured firefighters detriment. The panel notes the comparables as presented by the City on this issue and recognizes that the Union's offers goes further than most. But the panel still finds it reasonable given the nature of the occupation and the Union's considerably scaled down proposal.

#### Issue 4 - Volunteers

The City proposed to the panel that it grant the City's position to enable it to institute a volunteer system provided that it would not cause any layoffs of present personnel of the Fire Department. The Union quite understandably is opposed to this request and seeks language prohibiting any volunteer or part paid fire fighter program.



The City presented impressive testimony from the Fire Chief of the City of Troy and from the Chief of Plymouth Township's Fire Department both of which have volunteer components to their departments. According to those witnesses the system worked well in their communities. Yet the panel questions whether introducing such a system to a community which abandoned the practice over ten years ago would be prudent. The firefighters believe this would jeopardize their safety despite the proposed training of the volunteers. If such a part volunteer system were still in effect in Westland, the panel would be hesitant to change it, but to introduce such a system at this time and state of Westland's firefighting professional development would be a mistake. The panel does not wish to convey any discouraging of attempts of the City to cut costs and provide a decent level of service. It is merely a belief by the panel that this approach would not be a wise or equitable one. Therefore the panel notes also the exception among the comparables that the volunteer system represents and for these various reasons is opposed to the introduction of a volunteer firefighting system or a part paid variation of such a system.

#### Issue 5 - Minimum Manning

Next to the questions of wages this issue has been the most controversial of the many issues presented to this arbitration panel. The Union feels that the issue is crucial to the safety of its members since they claim that Westland has seldom sent an adequate number of personnel to a fire call. The current contract calls for the scheduling of fifteen employees of the firefighting function for each day as long as the City maintains four stations. The Union

seeks to increase that minimum to eighteen. According to the testimony of Chief Scott this would require the hiring of twelve additional persons and the possibility of additional overtime payments as well. The City proposes to meet this concern of the firefighters by guaranteeing that no first response vehicle will be dispatched to the scene of any incident with fewer than two people on board. The City seeks to keep this guarantee as well as that of maintaining fifty-four (54) persons in the fire suppression division with shift complements of eighteen by giving the City authorization to institute a system of joint civilian dispatch and allowing the City to limit the number of fire suppression personnel allowed to be on vacation at any one time to two from the present three.

The panel was caught between two pressing needs on this issue. One was the legitimate concerns of the firefighters for safety and effectiveness. The other was the substantial increased cost of the Union's proposal to the City. In discussion among the panel it was stated effectively by the Union delegate that the numbers are not there to guarantee that promise without pulling some EMT equipment out of service. This may be true but that is the option the City has now too, though it would be regrettable to the community if that were done.

The panel reluctantly adopts the City's offer on this issue. The City is attempting to meet the needs and concerns of the firefighters in a somewhat less costly way. The City should be given a chance to use its approach and if it doesn't work then the issue can be bargained in future negotiations inasmuch as this Award covers a period that is past.

Issue 6 - EMTTraining

There are two issues revolving around the EMT function. The first issue deals with the question of who pays for the training in EMT.

EMT training is mandated by the Westland Fire Department for all employees of the Fire Fighting function. It has until now been paid for by the City in that a firefighter would be released if the training took place during his regular shift or receive time and a half pay if he is required to attend classes not during his regular shift. The City now proposes to require firefighters to receive this training on their own time and would only get duty released time if the training occurred during one's regular shift.

The Union seeks no change in the current contract language and points out that the Garcia decision previously mentioned also requires the employer to bear the cost of training where that training is mandated by the employer.

The panel rejects the City's offer on this issue. The notion that the reward for additional training once a person is hired is continuous employment is not fair regardless of the mandate of the Garcia decision. Secondly the panel does not consider this a major financial burden on the City since all current firefighters are EMT certified and any additional training can be scheduled so as to minimize the costs to the City to have all its fire suppression personnel be EMT trained and certified and it is not an undue cost.

EMT - Bonus

The Union contends that EMT runs are more stressful than fire runs and proposes a bonus of twenty-five (25) cents per hour for the hours that a firefighter is engaged in rescue runs. Previously the Union had requested a straight addition of \$550 per year for each EMT certified firefighter.

The City quite understandably is opposed to any additional compensation for performing the EMT function.

The panel appreciates the de-escalation of the Union's offer on this issue but still feels that the additional cost is not warranted in the light of the panel's adoption of the Union's more generous wage offer treated later in the Award. There was not enough evidence presented to indicate greater risk in rescue operations and the panel still sees this as an indirect wage increase not called for.

Issue 7 - PensionAFC Formula

The City proposes to remove overtime and out of class pay from the formula under which average final compensation is computed. It would then be based upon base wage, longevity pay, holiday pay, uniform allowance, pay for unused sick time according to a schedule adopted previously (Article 4, Section A, paragraph 2) and pay for unused vacation leave.

The Union seeks retention of the existing factors and changing the basis of the average final compensation to three (3) of the last ten (10) years from the present five (5) of the last ten (10) years.

It is again understandable that the Union would attempt to improve the retirement benefits of its members and for the City to try to hold down pension costs which are becoming a greater burden to most governmental units. The Union's desire for improved benefits is even more readily understandable in that the retirement benefits do not contain any provisions for any escalation after retirement as some pensions systems do.

Westland's pension system is paid out of special millage and not out of the general fund. However it is still the taxpayer who foots this cost along with the firefighter who contributes five (5) percent of his pay towards his pension.

The panel was impressed with the comparables and goes along with changing the five (5) of ten (10) to three (3) of ten (10). This is a gradual increase in cost, justified in terms of retirement living standards. The panel however also agrees with the City's proposal to remove overtime and out of class pay from the computation of average final compensation. Those are items for which a firefighter is paid during the pay period and the City should not be paying for it for so many years afterward. In addition they are difficult to provide for actuarially and retaining those factors could increase pension costs inordinately in the light of the change to three (3) of the last ten (10) years. It would tend to distort the pension benefits in too haphazard a way.

There would also be a problem in terms of timing of this change (deletion of overtime and out of class pay) in relation to the five (5) percent contributed by the firefighter. Therefore that change would be from the effective date of this Award and from then on the City

would not take the five (5) percent out for that portion of pay not in the AFC formula though all contributions previously paid would remain intact as would the computation eligibility prior to this Award.

#### Pension - Prior Service Time

The Union has proposed to give an employee the option of additional service credit from four (4) to six (6) years prior military or fire service. However the way it is worded it could possible give additional credit for military service beyond four (4) years. There was no compelling reasons given for this change except the benefit of prior firefighting experience. Credit for military service was extended to compensate those whose careers were interrupted for military service not those who may have chosen the military as a career. There is nothing to show that a Fire Department gets anymore benefit from a person having had six (6) years of military experience as against four (4). The panel therefore rejects this proposal.

#### Pension - Eligibility

The Union has also proposed that an employee be eligible for full retirement pension rights after twenty-five (25) years of service regardless of age. This would be a change from the present minimum age requirement.

Very little testimony was presented in justification of this proposal. The Union contends that the City would save by retiring high seniority employees while replacing them with beginners. However the City and its actuary believe it would place additional

burden on the system by having a retiree receive pension benefits for a longer period of time. This would tend to increase unfunded pension liability of the system since it makes some persons eligible for a level of benefits not funded.

There being no strong reasons for this change, the panel rejects this proposal.

#### Issue 8 - Sick Leave

##### Crediting

The Union proposes increasing the number of hours of sick leave a 56-hour firefighter receives from the current 11.2 per month to 18. Prior to the Award in the Act 312 Arbitration of 1981 a firefighter earned 24 hours of sick leave per month. The City contends that the 11.2 hours per month places the number in tandem with the eligibility of police and forty-hour week firefighters. The Union contends that a 56-hour firefighter would have to take much longer to accumulate the same number of hours of sick leave than a 40-hour firefighter. Hence if one of each type employee had a similar illness or injury, the 56-hour employee would take a longer time to replenish the hours lost from his sick bank. On the other hand a forty-hour worker would use up more of his own time recuperating rather than work time.

There is much to be said for both sides of the argument.

However the panel was mostly impressed with the point that no one has been hurt by the cutting of the eligibility for accumulation done at the last Arbitration. Sick leave accumulation was meant to be an insurance policy for non-occupationally incurred illness or injury and not a way of earning additional amounts either now or in

retirement. The statistics showing the use of sick leave days in conjunction with vacation time was also somewhat revealing which is another abuse of the system. The panel would feel quite different if it was shown that anyone was in jeopardy because of the cutback. This was not shown and the argument of the Union was more based on the question of equity. On this issue the claim of inequity was not convincing and the panel therefore rejects this proposal of the Union.

#### Sick Leave - Accumulation & Reduction Formula

In the last Act 312 Arbitration between these parties the City's proposal to lower the maximum accumulable sick leave days in the bank and to be counted towards average final compensation upon retirement was adopted by the panel. This was to be a phased process so that by the year 1990 56-hour employees would have the same lesser eligibility as 40-hour police and the same would be true of 40-hour firefighters.

Again the panel did not see any overwhelming convincing evidence to justify overturning this portion of the previous Award. As a matter of fact the panel was impressed with the evidence of the City's actuary of the increased cost to the pension system this would cause especially in the light of the panel's having adopted the Union's proposal for three (3) of the last ten (10) years rather than the current five (5) years.

This rejection also includes the Union's proposal for bonus credits for 40-hour employees who use less than the credited amount each month. It would appear to the panel that the maintenance of



good health is a reward in itself. To add bonus hours to those who have good health does lead one to suspect possible abuses of the system or a back door attempt to improve base pay. This panel would rather see compensation and vacation improvements granted up front and not via the route of sick leave accumulation and payout any more than is possible under the award of the previous Arbitration. This panel therefore does not propose any change in these provisions.

#### Sick Leave - Doctors' Statement

The current Agreement allows the City to require a doctor's excuse when an employee is absent for more than three (3) consecutive calendar days. The Union proposes that this be changed to "more than two (2) consecutive work days." Under the current system it would technically be possible for the City to require a doctor's statement after only the absence of one (1) work day and two (2) off days and for that reason the Union believes that "more than two (2) consecutive work days" is more realistic.

In discussion of the proposal the Union was not able to point to any such abuse by the City but claimed rather that its reason for presenting this proposal is to prevent the possibility of such abuse of interpretation by any future administration of the Fire Department. Another argument presented by the Union is that there proposed language was that agreed to by the parties prior to the last Arbitration Award.

The panel sees no great need for change under current circumstances but feels that the Union's proposal does add more clarity to the issue and therefore accepts the Union's proposal.

### Issue 9 - Vacation Crediting

The Union proposes an increase in vacation time on a scale depending on the years of service. The Union points out that the number of vacation days has not improved for ten (10) years for this bargaining unit and that their ranking among the comparables puts them second from the bottom. The City quite naturally opposes this on the grounds of increased cost to the City and the fact that the time period covered by this Award has passed.

The panel believes this proposal is justified and not excessive even though it is mindful of the costs. As stated under the issue of sick leave, the panel considers the granting of additional vacation days a fairer, more honest means of achieving this goal than the abuse of sick leave. The Union's proposal puts Westland firefighters at about the middle of the comparables.

The panel therefore adopts the Union's proposal for both its 56-hour employees and its 40-hour employees.

### Vacation - Three Man Limit

The current Agreement limits the number of firefighters of fire suppression units who may take vacation at the same time to no more than three (3). The City proposes to change that to no more than two (2) employees. The Union opposes this change and claims that the problem results from the decline in the department's size over the years and that should not be taken out on the firefighters' vacation times.

The panel in trying to be mindful of costs to the City and since it saw fit to enable the City to improve its minimum manning in a

less costly way, adopts the City's proposal to limit the number to two (2) who are allowed to take vacation days at the same time. The panel is mindful of some potential hardship to individual firefighters and their families but feels that the City must be given an opportunity to prove its sincerity and ability to improve the manning situation at least cost.

#### Issue 10 - Joint Dispatch

The City had proposed that the function of dispatching be done by a civilian employee who would also be responsible for dispatching for the police department. The City contends that this would be a cost saving and free up uniformed firefighters to improve their manning capability. The Union is not opposed to this principle but rather feels that the City's proposal is too vague and they would have to see a specific plan by the City before they could go along with it or even criticize it effectively. The Chief stated that he would consult with as many as possible and look into the system used in the other comparables. He emphasized the importance of training dispatchers and the Union too feels this is essential and could affect the lives and safety of firefighters.

The panel discussed this issue at some length and is also uncomfortable with an either/or proposal without specifics. It does not wish to do harm to either party on this issue and therefore has decided reluctantly to retain jurisdiction of this issue after the Award. It is ordering the parties to work out a plan together that meets each side's concerns. This should be done and presented to the panel within the next sixty (60) days after this Award. If they

are unable to reach agreement during that time, the panel will meet, study the proposal and the objections to it and rule on that issue as that time after consulting with the parties.

The panel is optimistic that agreement can be reached by the parties on this issue.

#### Issue 11 - Wages

The last issue considered by the panel though certainly not the least important was that of wages. The panel had to consider wages for each of the three years covered by this Award. It had to consider basic questions such as the City's ability to pay, comparisons with the other communities, questions of parity with the police of Westland as well as the claims of the firefighters who had not had a pay raise since July 1, 1982 despite the changes in cost of living. Needless to say there is a great deal of controversy between the parties regarding all of the above factors.

The panel concluded from some expert testimony that Westland is a comparatively poor city in terms of its State Equalized Valuation and the incomes of its residents. It does not have a large industrial base and has not enjoyed as much growth of commercial development as many of the other comparables. The major criticisms of the financial management of the City presented in the Union's last brief still do not make up for the fact that Westland does not have an adequate tax base. Furthermore there appears to be among the political leadership of the City a practice of appealing heavily to the normal tax stinginess of the voters rather than a statesmanlike attempt to educate the voters on the need for more revenue and a concomitant improvement

in city services. In fact, in the last few years the Council has not even appropriated all available millage allowable though this additional two-tenths (.2) of a mill and the additional state aid it would bring would still leave the City with inadequate financing for a desirable or even adequate level of services. There is no question that Westland will in the future have to increase its allowable millage along with working to improve its business base. Some new developments are already beginning to take place.

The issue of parity is somewhat elusive. The City in its brief relies heavily on the question of police-fire parity but evidence also points to somewhat frequent deviations from the principle and it is virtually impossible to maintain perfect parity at every moment, since one unit or the other takes a lead in some benefits granted or negotiated. Parity is something achieved over time with great effort and attention.

On an economic issue such as wages the panel may only choose between the last offers of the parties. This as everyone knows limits the ability of the panel to work out any compromises. The panel therefore has chosen to go with the Union's last offer on wages. Part of the reasoning is based upon the long time since the last improvement and cost of living increases over the last few years. The Union lowered its demand since the beginning of the arbitration proceeding and in fact asked for no increase for the first year. The actual total increase of 13.5% for a three year period is not that excessive and more equitable than the City's last offer.

The Union in its final brief tries to distinguish between an inability to pay as against an unwillingness to pay. The panel does

not buy that argument and realizes that this wage package will take some effort by the City to seek additional sources of revenue as well as dipping in to its unallocated funds which it has tried to build up. The panel is aware of the need of the City which results from portions of this Award. However the panel believes that the Union's offer is the more equitable. While it may appear to place Westland firefighters higher up among the comparables, much of the information the panel had did not bring those comparables up to the present time. The panel believes that adoption of the Union's offer will not seem as dramatic an improvement once all the data are in and it is no harm if Westland's firefighters do improve their ranking somewhat among the comparables.

#### Wages - Differential on Promotion

Currently when an employee achieves a promotion he spends six (6) months at his old salary plus one-half of the differential. The Union seeks to do away with this differential and have the employee receive his new salary upon promotion. The Union cites the situation whereby an employee working out of class receives the higher pay but loses it for six (6) months upon promotion.

The City in its brief admits that it is not a major money issue but feels that an employee in his first six (6) months in the new rank is still learning the job and the pay differential is recognition of that. The City also cites the comparables on this issue.

The panel adopts the Union's position and is swayed by the argument of the potential cut in pay suffered by an employee who has been working at the higher rank prior to promotion. Promotion once

achieved is not probationary and the salary should reflect that.

#### Wages - Longevity

The Union has proposed to increase the amount of longevity payment after the first three (3) years from thirty (30) to thirty-five (35) dollars for each year of service and remove the current \$500 cap.

The City accepted the Union's offer on this issue. The panel accepts this Agreement of the parties.

#### Miscellaneous

The Award in each issue follows on the next pages. Awards are issued on those issues to come before the panel. It is assumed and will be stated that those issues that were withdrawn by either party will not be treated. It is also assumed by the panel that all the portions of the current Agreement remain in effect unless changed by this Award or by prior tentative agreement of the parties. The effective dates of any changes will be mostly the date of this Award unless otherwise stated. The retroactive payment of wages shall take place as rapidly as possible.

AwardManpower - Fire Education Division

The panel adopts the language to be added to Article 19 of the Agreement to state that "All Captains may test for the promotion to the Battalion Chief in the Public Fire Education Division."

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos dissent  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan



Manpower - Change of Title

The title of "Driver-Engineer" shall be changed to "Driver-Engineer-Sergeant."

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos dissent  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Manpower - Probationary Review

The panel rejects the proposal of the Union to establish a probationary review panel. There shall be no change in Article 19 Section D on this issue.

Respectfully submitted:

Bernard Klein

Bernard Klein, Panel Chairman

C. Charles Bokos

C. Charles Bokos, Panel Member

Kenneth B. Sharp *DisSENT*

Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Work Schedule

The panel maintains the present language of hours worked and compensation paid and leaves it to the parties to negotiate any changes mandated by the recent U.S. Supreme Court decision in Garcia v. San Antonio Metropolitan Transit Authority (February 19, 1985).

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp *Dissent*  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Worker's Compensation

Article 17A shall be revised to read as follows:

"Each employee will be covered by the applicable Worker's Compensation Laws. If a Fire Fighter is disabled from an on the job injury or while off duty and acting in the capacity of the Fire Department and cannot perform his duties as a fire fighter, he shall receive worker's compensation plus supplemental pay based on his base pay of this and future contracts in accordance with the following formula:

One hundred (100) percent pay for two (2) years.

Fifty (50) percent of the difference between worker's compensation and full pay for an additional three (3) years."

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos dissent  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Volunteers

The panel orders the addition of the following language to Article 23.

"The Employer shall not institute a volunteer or part paid fire fighter program."

Respectfully submitted:

Bernard Klein

Bernard Klein, Panel Chairman

C. Charles Bokos Assent

C. Charles Bokos, Panel Member

Kenneth B. Sharp

Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Minimum Manning

The panel adopts the City's last offer on this subject to read as follows:

"The following provisions will be in effect only if the City is both authorized to institute a system of joint civilian dispatch and is allowed to limit the number of fire suppression personnel allowed to be on vacation to two (2). If either of these conditions is not met, there shall be no requirement that the City either maintain a minimum shift complement in the fire suppression division or that the City schedule a minimum number of each shift.

- a. No first response vehicle will be dispatched to the scene of any incident with fewer than two (2) people on board.
- b. So long as the City continues to operate four stations, it will maintain 54 persons in the fire suppression division of the fire department with shift complement of 18.
- c. Recall of off-duty personnel will be instituted at the discretion of the Chief.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp **DISSENT**  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

EMT - Training

The panel proposes no change from the current language of Article 25 Section E.

Respectfully submitted:

Bernard Klein

Bernard Klein, Panel Chairman

C. Charles Bokos *absent*

C. Charles Bokos, Panel Member

Kenneth B. Sharp

Kenneth B. Sharp, Panel Members

Dated: September 17, 1985  
Westland, Michigan

EMT - Bonus

The panel rejects the Union offer of twenty-five (25) cents and hour bonus for firefighters while working on EMT.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp *Dissect*  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan



Pension - AFC Formula

The panel adopts the City's offer on the formula for average final compensation of pensions. The Language is as follows:

"Average Final compensation will be calculated to include:

1. Base Wage
2. Longevity Pay
3. Holiday Pay
4. Uniform Allowance
5. Food Allowance
6. Pay for unused sick time according to the schedule in Article 14, Section A, Paragraph 2
7. Pay for unused vacation leave."

Respectfully submitted:

Bernard Klein

Bernard Klein, Panel Chairman

C. Charles Bokos

C. Charles Bokos, Panel Member

Kenneth B. Sharp *Dissent*

Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Pension - AFC Formula (3 out of 10)

The panel adopts the Union's proposal and adds the following to Article 28.

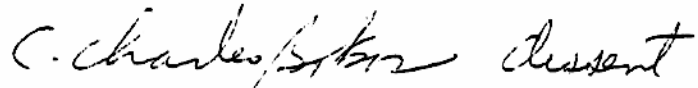
"Average Final Compensation is to be computed on the best three (3) out of the last ten (10) years."

This change takes effect as of July 1, 1984.

Respectfully submitted:



Bernard Klein, Panel Chairman



C. Charles Bokos, Panel Member



Kenneth B. Sharp, Panel Members

Dated: September 17, 1985  
Westland, Michigan

Pension - Prior Service Time

The panel rejects the Union's proposal to change Article 28 Section D regarding allowance for prior service time and maintains the current language.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp DISTRICT  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Pension - Eligibility

The panel rejects the Union's proposal for changing eligibility for retirement and does not accept addition to Section E of Article 28.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp Dissent  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Sick Leave - Fire Fighting Personnel

The panel rejects the Union's proposal to increase the number of hours credited to Firefighters' sick day bank.

This applies to both 56-hour employees as well as 40-hour employees.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp DISSSENT  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Sick Leave - Accumulation Reduction Formula

The panel rejects the Union's proposal to change the sick leave accumulation formula from that adopted by the previous Act 312 Arbitration panel. This applies to the formula developed for both 56-hour employees as well as 40-hour employees.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp DISSENT  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Sick Leave - Doctor's Statement

The panel adopts the Union's proposal. Article 14 subsection A.8 shall read as follows:

"A.8 Sick Leave. Personnel off duty who become ill and unable to report for duty shall be responsible for notifying the Department at least one-half (1/2) hour before the beginning of their duty shift for each day of illness unless physically impossible to do so.

The City may require an excuse from a physician for satisfactory evidence of illness after an employee has absented himself from work for more than two (2) consecutive work days. The City reserves the right to request an examination at its expense by a City appointed physician of members of the Department in order to determine ability to return to work after illness. Sick days shall be charged at the rate of twenty-four (24) hours per sick pay expended, for employees on a 56-hour schedule, and shall be charged at the rate of eight (8) hours, per sick day expended for employees on a 40-hour shift. Partial sick days expended shall be charged based on the hours actually expended by the employee."

Respectfully submitted:

  
Bernard Klein, Panel Chairman

  
C. Charles Bokos, Panel Member

  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Vacation - Crediting

The panel adopts the Union's proposal on vacation eligibility and amount.

Article 11 Section A.1 shall read as follows:

"A. Eligibility and Amount

For the purpose of computing vacation eligibility and amount, the eligibility date shall be the employee's employment anniversary date.

1. Employees in the Fire Fighting Division shall receive:

<u>FROM</u>	<u>TO</u>	<u>SUMMER</u>	<u>WINTER</u>
6 months	2 years	3	2
2 years	5 years	4	3
5 years	10 years	5	4
10 years	15 years	6	5
15 years	20 years	7	6
20 years		8	7

This proposal shall take effect on May 1, 1985.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos dissent  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan



Vacation Eligibility for 40-hour Personnel

The panel adopts the Union's proposal and Article 11 Section A.2 should read:

"A. Eligibility and Amount

2. Employees in Fire Prevention, Training Apparatus and Public Education functions shall receive vacation based upon the Fire Fighting function vacation schedule multiplies by a factor of 2.4 rounded to the nearest day."

This provision shall take effect on May 1, 1985.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos dissent  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Vacation - Scheduling

The panel adopts the City's proposal on the limit of those on vacation at the same time.

Article 11 Section A.3 shall be changed to read as follows:

"No more than two (2) employees of the Firefighting Division shall be permitted vacation days at the same time."

The rest of the details of scheduling were not in contention and should remain as in the present Agreement.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp *Dissent*  
Kenneth B. Sharp, Panel Member


Dated: September 17, 1985  
Westland, Michigan

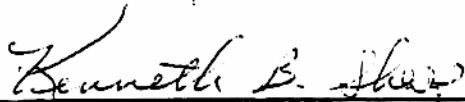
Joint Dispatch

BK  
 CB  
 LBJ  
 The panel orders the parties to negotiate the institution of a system of joint civilian dispatch and report back the results of their negotiations within <sup>sixty</sup> ~~ninety~~ <sup>(60)</sup> ~~(90)~~ days from the effective date of this Award. At that time the panel will meet and discuss and possibly hear further testimony on this issue before determining its Award.

Respectfully submitted:

  
 Bernard Klein, Panel Chairman

  
 C. Charles Bokos, Panel Member

  
 Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
 Westland, Michigan

Wages

Effective July 1, 1982 - 0%

	Start	6 months	1 year	2 years	3 years	4 years
Firefighter	15,000	17,494	20,031	21,367	22,702	25,239
Driver-Engineer-Sergeant	26,106					
Captain	28,104					
Battalion Chief	30,256					
Assistant Chief	32,675					

Effective July 1, 1983 - 8.5%

Firefighter	16,275	18,981	21,734	23,183	26,632	27,384
Driver-Engineer-Sergeant	28,325					
Captain	30,492					
Battalion Chief	32,828					
Assistant Chief	35,452					

Effective July 1, 1984 - 5.0%

Firefighter	17,089	19,930	22,820	24,342	25,863	28,754
Driver-Engineer-Sergeant	30,386					
Captain	32,017					
Battalion Chief	34,469					
Assistant Chief	37,225					

Driver-Engineer-Sergeant wages are adjusted to the midpoint between the wages of a full paid fire fighter and a captain effective the third year of the contract.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos *Assent*  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

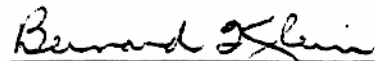
Dated: September 17, 1985  
Westland, Michigan

Wages - Differential Between Ranks Upon Promotion

The panel adopts the Union's proposal and Article 7 Section B should read:

"On promotion the employee shall receive full pay for that rank."

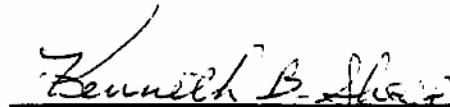
Respectfully submitted:



Bernard Klein, Panel Chairman



C. Charles Bokos, Panel Member



Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Wages - Longevity Pay

The panel has adopted as has the City the Union's proposal on longevity pay.

The language of Article 7 Section C should read:

"1. Employees shall receive one hundred and five (\$105) dollars for three (3) years of service and thirty-five (\$35) dollars per year for each year of service thereafter. Payment of longevity pay shall be made as part of the first payroll during January of each year."

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Wages - Holiday Pay

The panel accepts as does the City the Union's proposal for no change in the current language regarding holidays in the Fire-fighting Function found in Article 7 Section F.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan

Miscellaneous

All changes ordered in this Award shall be effective on the date of this Award unless otherwise stated. Retroactive pay raises shall be made as quickly as possible.

All other items of the Agreement shall be continued in their present language unless changed by this Award or unless changes were previously agreed to by the parties.

Respectfully submitted:

Bernard Klein  
Bernard Klein, Panel Chairman

C. Charles Bokos  
C. Charles Bokos, Panel Member

Kenneth B. Sharp  
Kenneth B. Sharp, Panel Member

Dated: September 17, 1985  
Westland, Michigan