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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT NO. 312 ARBITRATION PROCEEDING
BEFORE PETER E. O'ROURKE, CHAIRPERSON,
C. CHARLES BOKOS, EMPLOYER DELEGATE,
AND ROBERT BAKER, UNION DELEGATE,
DETROIT, MICHIGAN

IN THE MATTER OF:

CITY OF WESTLAND,

Public Employer,

and

Case No. D-80F-3101

LOCAL 1279 WESTLAND FIREFIGHTERS
ASSOCIATION,

Public Employees.

FINDINGS, DETERMINATION AND AWARD

In the matter of the City of Westland Public Employer and Local 1279, Westland Firefighters Association Public Employees. This is an Act 312 Arbitration Proceeding before Peter E. O'Rourke Arbitrator and Chairperson and C. Charles Bokos, Employer Delegate and Robert Baker, Union Delegate. The panel was appointed pursuant to the Police-Firefighters Arbitration Act (Act 312 Public Acts of 1969, as amended). The chairperson/arbitrator was appointed on April 3, 1981, together with the delegates for the employer and the labor organization. The chairperson called the delegates, counsel for the parties and parties together for a pre-hearing conference on May 7, 1981. Agreement on procedures, hearing schedules and other stipulations were reached at the pre-trial conference. (Joint Exhibit 1). Hearing dates were scheduled for June 16, 19, 30, July 2, 7, 8, 17 and 21, 1981. The hearings were conducted on these dates at the Bailey Recreation Center, Westland Municipal Complex, concluding on July 17, 1981. The last collective bargaining agreement between the City of Westland and Local 1279 covered the period of July 1, 1978 through June 30, 1980. The findings, determination and award herein apply for a two year period thereafter.

At the hearings the parties presented exhibits, testimony from witnesses and arguments with respect to the issues. Pursuant to the Act the economic issues and dispute were identified and the parties submitted Last Final Offers of Settlement. By Stipulation, Amended Last Final Offers of Settlement were submitted following the conclusion of the hearings on July 20, 1981. A verbatim record of the proceedings was made. Transcripts were not ordered.

On July 21, 1981, the chairperson and delegates met, reviewed the testimony and exhibits and adopted the Last Offer of Settlement on each economic issue which, in the opinion of the arbitration panel, most nearly complied with the applicable factors prescribed in Section 9 of the Act. Section 9 of the Act prescribes the following factors upon which the finding, opinion and order as to both economic issues and all other issues shall be based.

MCLA 423.239, Section 9:

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

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

The testimony was lengthy and the issues numerous. It is not considered necessary to restate the testimony of the witnesses presented, nor to quote from or refer directly to the exhibits received and accepted in evidence. There are certain conclusions and findings of fact which are based on the testimony, arguments, exhibits and briefs which, along with the factors prescribed in Section 9 of the Act, are the basis for the determinations/awards and order. They are as follows:

1. The City of Westland a primarily a blue-collar, bedroom community, suburb of Detroit.

2. Westland's Fire Department consist of four fire stations, each protecting about five square miles within the City. There are sixty-three firefighters in the City budget in 1981, sixty-two in the budget for 1982 fiscal years.

3. The City of Westland Fire Department is comprised of dedicated firefighters who are concerned with the safety and protection of the community and the efficient operation of the Department. The Chief of the Department appears to be likewise dedicated and to have the support and respect of the firefighters in the Department.

4. The City of Westland administration is determined to pay fair wages and benefits but is deeply-concerned about the economic impact, in future years, of certain provisions of the Union's proposal. The evidence and testimony presented confirm that this concern is well justified.

5. The City's ability to pay under the last final offer of the Union, including a future liability, is a significant factor in arriving at the decisions reached. Economic conditions, present and anticipated, in Southeastern Michigan, as well as Westland's taxing authority, the ability or willingness of the citizens of Westland to pay increased taxes to meet increased costs of local government, and similar factors, require a rational, balanced approach in determining how far the City can extend itself in meeting the demands of the Union. The economic forecast for Southeastern Michigan, including Westland, is not favorable at the present time. High technology firms are not locating in Michigan, there is a professional labor flight from the State. Graduates and undergraduates are leaving the State for employment in other states. The State has a relatively high worker's compensation rate and other employment costs which, at present, provide the State, and Southeast Michigan with a limited ability

to attract new industry. Commercial, industrial, and residential construction business is down with an unfavorable economic outlook. The City of Westland is required, by State statute, to have a balanced budget. Its citizens have recently defeated two tax increase proposals on the ballot. The ability of the City to pay the Union's demands is not present at this time, nor will it be present in the near future.

6. The firefighters have wages, hours and conditions of employment which compare favorable with firefighters in comparable communities. The communities with which Westland is compared was agreed to between the parties and are included in the exhibits submitted by the parties. The relative position of the City of Westland under the Last Final Offer of the parties submitted prior to the hearings, with respect to comparable communities, is likewise included in the exhibits submitted by the parties. A generally favorable position of the members of Local 1279 is not diminished by the Last Final offer of the City on any of the issues presented to the panel.

7. Management and control of the operational functions of the fire department property rest with the office of the Chief of the Department. The present Chief has a proper and well balanced concern with respect to firefighters training, the safety of the firefighters, the safety of the citizens of Westland and a cost efficient and effective operation of the department. The Union's concerns about manpower and training assignment, well understood, should yield to the probability of a more efficient, cost effective and better trained department, under the City's proposals.

8. Parity between the members of Local 1279 and counter-part members of the City of Westland Police Department, a concept discussed by both parties to this arbitration cannot be readily reached on each economic issue because of differences in working hours and conditions inherent in the two departments. The Union's position is that it must have wage parity with the police department and fringe benefits in excess of those received in the police department is not an attainable position in light of the City's financial ability to meet these costs. In giving weight to the parity argument, it would appear that total package cost, or bottom line dollars, should be considered, rather than having parity on one issue and ignoring it on other issues. It is not in the interest of the public to have an upward spiral of government

costs without an end in sight.

9. Average final Compensation (AFC) is one of the most overriding concerns of the parties. The Union's demands must be properly balanced with the City's ability to pay future and present liabilities. Past agreements must yield to present realities. The evidence and exhibits presented by the City with respect to matters relating to AFC and the City's ability to meet the future costs under the various proposals are, in fact, essentially unrefuted by the Union.

10. The decisions and findings of the panel were made with care and with the belief that its findings are in the best interest and welfare of the public and in harmony with the facts, evidence and exhibits presented, and in conformance with the Act. Implementation is ordered as authorized by the Act.

UNION ACTIVITIES

ISSUE 1

Last Final Offer:

City:

A new employee, during his probationary period, may be subject to shift changes for training purposes upon notice being given by the fire chief. There shall be no overtime compensation if the time elapsed between the old shift and the new shift is 48 hours or more.

Union:

1. This Agreement shall be applicable to all employees of the Fire Department of the City of Westland.
2. The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department. Employees who do not wish to join the Union need not do so providing they comply with Article 4.
3. Employees and their Union Representatives shall have the right to join the Union, to engage in lawful concerted activities.

Determination/Award:

The Union's last final offer is adopted.

Dissent:

None.

WAGES
ISSUE 2

Last Final Offer

Effective July 1, 1980:

Pipeman:

Start	14,000
Six Months	16,198
One year	18,547
Two years	19,784
Three years	21,020
Four years	23,369

Driver Engineer 24,172

Captain 25,939

Battalion Chief 28,015

Assistant Chief 30,255

Effective July 1, 1981:

Pipeman:

Start	15,000
Six months	17,494
One year	20,031
Two years	21,367
Three years	22,702
Four years	25,239

Driver Engineer 26,106

Captain 28,104

Battalion Chief 30,256

Assistant Chief 32,675

Union:

The Union proposes the following general wage scale per Article VII A.

Effective July 1, 1980:

Eight (8%) percent increase over the general wage scale effective July 1, 1979, which equals:

Pipeman:

Start	12,000
Six months	15,000
One year	18,721
Two years	19,969
Three years	21,217
Four years	23,588

*Driver Engineer

(Sargeant) 24,886

Captain 26,183

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Battalion Chief	28,277
Assistant Chief	30,539

Effective July 1, 1981:

Nine (9%) percent increase over general wage scale effective July 1, 1980, which equals:

Pipeman:

Start	13,000
Six months	16,500
One year	20,406
Two years	21,766
Three years	23,126
Four years	25,711

*Driver Engineer (Sargeant)	27,190
Captain	28,668
Battalion Chief	30,961
Assistant Chief	33,438

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

LONGEVITY PAY

ISSUE 3

Last Final Offer

City:

A. Amount

The City proposes that Article 7, Section C, Subsection 1, Page 10 read as follows:

1. Employees shall receive ninety (\$90.00) dollars for three (3) years of service and thirty (\$30.00) dollars per year for each year of service thereafter, up to a maximum of Five Hundred (\$500.00) dollars. Payment of longevity pay shall be made as a part of the first payroll during January of each year.

B. The parties have agreed upon this portion of the issue.

Union:

Employees shall receive One Hundred Five (\$105.00) dollars for three (3) years of service, and Thirty-five (\$35.00) dollars per year for each year of service thereafter.

Payment of longevity pay shall be made as a part of the first payroll during January of each year.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

OVERTIME PAY

ISSUE 4

Last Final Offer

City:

The City proposes that Article 7, Section D, Subsection 2, Page 10, read as follows:

No overtime or call in premium shall be paid for contract negotiation sessions. Duty release time pursuant to Article 5, Section B, Page 5, shall be given for contract negotiations.

Union:

A. - D. 1. Employees shall receive Ten (\$10.00) dollars call-in time plus one and one-half (1½) times their hourly rate for all overtime worked. Double time for mutual aid and civil disturbance(s) will be paid. Overtime will be paid for on the payday next following the pay period in which the overtime was worked.

2. The Ten (\$10.00) dollar call-in premium shall not be paid for contract negotiation sessions.

B. Minimum Time: Both sides withdrew proposals.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

CALL BACK

ISSUE 5

Last Final Offer:

City:

The City proposes that Article 7, Section E, Subsection 1, Page 11, read as follows:

Fifteen employees of the Fire Fighting Function of the Department will be scheduled for duty each day during such times as four stations are being operated by the City. In the event that those employees scheduled to work fail to report for duty as scheduled, or if they leave once having reported for duty, at the discretion of the Chief, he will institute the call back procedure.

For the purposes of consistency, clarity and continuity throughout the new Agreement, in the event the above proposal is adopted by the panel, the following portions of Article 7 should then either be deleted or changed as follows:

Article 7, Section E

7. Entire Subsection 7 to be eliminated.

9. The language "at the direction of the Chief of the Department" to be added to the end of the sentence appearing under Subsection 9.

Union:

1. Call Back shall be instituted to maintain a minimum shift complement of fifteen (15) men on duty at all times in the Fire Fighting Division.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

ARRIVAL PAY

ISSUE 6

Last Final Offer

City:

The City proposes that Article 7, Section E, Subsection 11 Page 12, read as follows:

Employees shall be paid from the time of their arrival for duty.

Union:

Manpower shall be paid from the time that they are contacted if they arrive to duty within forty-five (45) minutes of this contact. Otherwise, they shall be paid from the time of their arrival for duty. Every effort shall be made by persons called-in to arrive for duty as soon as possible.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker.

CALL BACK
ISSUE 7

Last Final Offer:

City:

A. The City proposes that Article 7, Section E, Subsection 15, Page 12, read as follows:

The persons holding the following ranks shall be omitted from the call back list and shall only be called back to perform their specific duties unless all other available personnel have been contacted:

1. Assistant Chief - Fire Fighting Division
2. Mechanics
3. All members of the Fire Prevention Division

B. The City proposes that Article 7, Section E, Subsection 20, Page 14, read as follows:

Fire Department employees who participate, on their off duty time, in fire related educational functions, such as fire demonstrations and talks for the citizens of Westland, at the request of the Chief of the Department, shall be paid at the rate of time and one-half.

Union:

Effective July 1, 1981.

A. The persons holding the following ranks shall be omitted from the call back list and shall only be called back to perform their specific duties, unless all other available personnel have been contacted:

- Assistant Chief - Firefighting Division
- Assistant Chief - Fire Marshall
- Mechanics

B. Overtime pay, according to Article VII, Section D-1, shall be paid for Demonstrations, Fire Talks, Seminars, Schools, etc., that employees are required by the Chief or City to attend.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

HOLIDAYS

ISSUE 8

Last Final Offer

City:

A. The City proposes that Article 7, Section F, Page 18, read as follows:

All employees shall receive as holiday pay fourteen (14) days pay at one half (1/2) their regular daily rate. Such payment shall be payable annually as part of the last payroll, in November, and shall be payable whether or not the employee has worked a holiday. The payment of holidays shall be for the current calendar year. The holidays paid for are:

1. New Year's Eve Day
2. New Year's Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Easter Sunday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Eve Day
14. Christmas Day

B. The City proposes that forty (40) hour personnel shall not have primary and general election days off as demanded by the Union.

Union:

Effective July 1, 1981, all employees shall receive as holiday pay fifteen (15) days pay at one-half (1/2) their regular daily rate. Such payment shall be payable annually as part of the last payroll in November, and shall be payable whether or not the employee has worked a holiday.

The payment of holidays shall be for the current calendar year. The holidays paid for are:

1. New Year's Eve Day
2. New Year's Day

ISSUE 8 CONT.

3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Easter Sunday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Eve Day
14. Christmas Day
15. Columbus Day

Determination/Award:

The City's last final offer is adopted.

Dissent:

None.

ADDITIONAL WAGES - HIGHER CLASSIFICATION

ISSUE 9

Last Final Offer

City:

The City proposes that Article 8, Section A, Page 15, read as follows:

Effective July 1, 1981, any employee working in a higher classification than his regular classification for four (4) or more consecutive hours shall receive the rate of pay of that higher classification for all time worked in that classification.

Union:

A. Any employee working in a higher classification for two (2) or more consecutive hours shall receive the rate of pay of that higher classification for all time worked in that classification.

Determination/Award:

The Union's last final offer is adopted.

Dissent:

None.

ADDITIONAL WAGES - STATION VACANCIES

ISSUE 10

Last Final Offer:

This issue has been agreed upon by the Parties with the present contract language retained.

SHIFT DIFFERENTIAL

ISSUE 11

Last Final Offer:

City:

The City proposes that Article 8, Section C, Page 15, read as follows:

C. As compensation for shift differential, employees shall be paid the sum of Two Hundred Forty (\$240.00) dollars, payable the second payday each July. In the event an employee leaves the City employ for any reason, the employee will return to the City a prorata portion of that year's shift differential.

Union: Additional Shift Differential

C. As compensation for shift differential, employees shall be paid the sum of Four Hundred (\$400.00) dollars payable the second payday each July. In the event an employee leaves the City employ for any reason, the employee will return to the City a prorata portion of that year's shift differential.

Determination/Award:

The Union's last final offer is adopted.

Dissent:

None.

HOURS OF EMPLOYMENT

ISSUE 12

Last Final Offer:

City:

The City proposes that Article 9, Section A, Page 16, read as follows:

1. Fire Fighting Function: The regular work week shall be a fifty-six (56) hour week on a three (3) platoon system; however pursuant to Act 604, P.A. of 1978, overtime shall be paid to those employees from and after July 1, 1980, whose work week exceeds an average of fifty-four (54) hours a week, excepting and excluding those days the employee is either off work due to sick leave and/or vacation leave.

2. Fire Prevention, Training and Apparatus Function. For the Fire Prevention, Training and Apparatus Function, the work week shall be eight (8) hours per day and five (5) days per week.
Union:

A. Work Schedule Fire Fighting Function.

1. Employees in the Fire Fighting Function shall continue to work a fifty-six (56) hour per week, three (3) platoon system schedule, and shall receive four (4) Compensation Days per year, in lieu of statutory overtime.

2. For the purpose of computing Compensation Day eligibility, it shall be understood that a Compensation Day is earned on each of the following dates of each contract year: July 1, October 1, January 1, April 1.

3. Compensation Days may be taken on any day that does not conflict with the three (3) man limit as expressed in Article II, B, and a Compensation Day must be used within six (6) months of the date it was earned or it shall be lost.

1. For the Fire Prevention, Training and Apparatus Function the work week shall be forty (40) hour week, on an eight (8) hour per day, five (5) day per week schedule.

2. The work day shall be from 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 pm., at the discretion of the Chief, with a thirty (30) minute on-duty lunch, when scheduling permits a lunch.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

VACATIONS

ISSUE 13

Last Final Offer :

City:

A. The City proposes that Article II, Section A, Paragraphs 3-6, Page 18, read as follows:

Amount of Vacation

1. Employees in the firefighting function shall receive:

With six (6) months but less than two (2) years of service;

two (2) summer work days and two (2) winter work days;

With two (2) years but less than seven (7) years service;

four (4) summer work days and two (2) winter work days;

With seven (7) years but less than fifteen (15) years service;

five (5) summer work days and five (5) winter work days;

With fifteen (15) years or more service: five (5) summer work days and six (6) winter work days.

2. Employees in the fire prevention training and fire apparatus function shall receive:

With two (2) years but less than seven (7) years service: four (4) summer work days and two (2) winter work days;

With seven (7) years but less than fifteen (15) years service: five (5) summer work days and five (5) winter work days;

With fifteen (15) years service: five (5) summer days and six (6) winter work days.

B. The City proposes no payoff of unused vacation days, as demanded by the Union.

Union:

A. Eligibility and Amount

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

Effective July 1, 1981, any employee with less than six (6) months of service shall not receive a vacation.

Employees with six (6) months or more of service, but less than two (2) years of service shall receive three (3) summer work days and three (3) winter work days vacation.

Employees with two (2) years or more of service, but less than seven (7) years service shall receive five (5) summer work days and three (3) winter work days vacation.

Employees with seven (7) years or more of service, but less than fifteen (15) years of service, shall receive six (6) summer

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work days and seven (7) winter work days vacation.

Work days for the purpose of vacation shall be taken in consecutive order, and in total, for the number of days eligible except as specified below.

1. (NO CHANGE FROM PREVIOUS CONTRACT)
2. (NO CHANGE FROM PREVIOUS CONTRACT)
3. (NO CHANGE FROM PREVIOUS CONTRACT)

B. Vacation Scheduling

(NO CHANGE FROM PREVIOUS CONTRACT)

C. Employees Working on a Forty Hour Schedule

Employees with two (2) years or more of service, but less than seven (7) years of service shall receive seventeen (17) work days vacation.

Employees with seven (7) years or more of service but less than fifteen (15) years of service shall receive twenty-six (26) work days vacation.

Employees with fifteen (15) years or more of service shall receive twenty-eight (28) work days vacation.

Only one (1) person in each forty (40) hour division may be on vacation at any one time.

D. Termination of Employment (TENTATIVE AGREEMENT WITH CITY)

E. (NO CHANGE FROM PREVIOUS CONTRACT)

F. Unused Vacation (NEW PROPOSAL)

Effective April 30, 1982, vacation days not used from previous Summer and Winter vacation periods will be paid off at the prevailing hourly rate for that employee at One Hundred (100%) percent for each vacation day. The employee will make a request for payment at least fifteen (15) days prior to April 30 of that year.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker.

SICK LEAVE

ISSUE 14

Last Best Offer

City:

The City proposes that Article 14, Section A, B and C, Pages 24, 25 and 26, read as follows:

A. Fire Fighting Function Personnel.

1. Sick Leave Crediting for Fire Fighting Personnel. All full time employees in the Fire Fighting Function shall be credited with sick leave hours per month equal to the average regular work week hours divided by forty (40) hours, multiplied by eight (8), rounded to the nearest 10th of hours and shall be credited with same on the first day of each month.

2. Reduction Formula and AFC Hours. All sick hours as of December 31 in excess of

<u>Year</u>	<u>Maximum Sick Hours</u>	<u>Maximum Unused Sick Hours Applicable to AFC</u>
1980	3400 hours	3400 hours
1981	3400 hours	3100 hours
1982	3400 hours	2800 hours
1983	3400 hours	2500 hours
1984	3290 hours	2350 hours
1985	3080 hours	2200 hours
1986	2940 hours	2100 hours
1987	2730 hours	1950 hours
1988	2590 hours	1850 hours
1989	2450 hours	1750 hours
1990 and thereafter	2240 hours	1680 hours

All hours in excess of 1680 hours shall be paid at eighty (80%) percent of the prevailing hourly rate on the second day in January. The maximum amount of sick hours in the calendar year of retirement shall be the total amount of hours used in the AFC formula as shown in the schedule above.

a. It is understood that by 1990, the 1680 hours accumulated should be equal to 150 police days:

$$(150 \text{ days} \times 8 \text{ hours} \times \frac{\text{firefighting work week hours}}{40 \text{ hour week}} = 1680 \text{ hours})$$

The 1680 hours for firefighters equals the 150 days for policemen so that the Average Final Compensation in the pension formula will be identical. In the event that the number of police days are reduced in the future, then the number of firefighter hours shall also be reduced accordingly, in order that the two be identical for pension formula purposes.

3. Calculation Per Hour. The payment of sick leave shall be computed according to hours accumulated instead of days.

4. Doctor's Statement. An absence for more than three (3) consecutive calendar days must be supported by a doctor's signed statement and the employee must notify the Department one-half (1/2) hour before the beginning of the duty shift for each day of illness.

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5. Right to Use Sick Leave. Sick leave shall not be considered a privilege an employee may use at his discretion, but shall be allowed only, and the employee shall utilize only, in the case of actual illness or disability. Violation of this section shall be deemed to be sufficient reason for discharge and/or suspension without pay.

B. Fire Prevention Personnel.

1. Sick Leave Crediting for Fire Prevention Personnel. All Fire Prevention employees or an employee working under a forty (40) hour week shall accumulate eight (8) hours of sick leave per month, credited the first day of each month.

2. Sick Leave and AFC Accumulation Schedule. No employee shall accumulate more than the maximum number of hours shown below:

<u>Year</u>	<u>Maximum Sick Hours</u>	<u>Maximum Unused Sick Hours Applicable to AFC</u>
1980	3400 hours	2550 hours
1981	3100 hours	2325 hours
1982	2800 hours	2100 hours
1983	2500 hours	1875 hours
1984	2350 hours	1763 hours
1985	2200 hours	1650 hours
1986	2100 hours	1575 hours
1987	1950 hours	1463 hours
1988	1850 hours	1388 hours
1989	1750 hours.	1313 hours
1990	1680 hours	1260 hours
1991 and thereafter	1600 hours	1200 hours

All hours in excess of 1600 hours shall be paid at eighty (80%) percent of the prevailing hourly rate on the second pay day in January. The maximum amount of sick hours in the calendar year of retirement shall be the total amount of hours used in the AFC formula as shown in the schedule above.

3. Paragraphs 3, 4 and 5 above under Fire Fighting Function Personnel (Section A) shall apply to Fire Prevention Personnel also.

C. Relations Between Divisions - Forty Hour Indexing. In the event that an employee transfers from the fire fighting function to a forty (40) hour work week status, the hours in the sick bank shall be automatically indexed by multiplying forty (40) hours times the current number of hours in the employee's sick bank divided by the fire fighting function regular work week hours. In the event an employee transfers back to the fire fighting function from a forty (40) hour status, his hours are automatically indexed up by multiplying the fire fighting function regular work week hours times the employee's current sick bank hours divided by forty (40) hours. The following formulas define this "indexing procedure" from firefighting to forty (40) hours, and from forty (40) hours to firefighting.

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From firefighting to 40 hours:

(employee's sick bank hours x $\frac{40}{\text{firefighting work week hours}}$ = new sick bank hour

From 40 hours to firefighting:

(employee's sick bank hours) x $\frac{\text{fire fighting work week hours}}{40}$ = new sick bank hours

Union:

Current Contract language in Article 14, A through C on Pages 24 through 26, to remain the same.

Determination/Award:

City's last final offer is adopted.

Dissent:

Mr. Baker.

PERSONAL LEAVE

ISSUE 15

Last Final Offer

City:

The City proposes that Section F of Article 14, Page 27, read as follows:

A. Amount and Increment.

1. Amount. Employees in the Firefighting Function will be given thirty-four (34) hours of personal leave each year for personal business. Employees in the Fire Prevention Training and Apparatus Function or in a position requiring forty (40) hours or less per week will be given twenty-four (24) hours of personal leave each year for personal business.

2. Increment. (The parties have agreed upon this section).

B. Approval. Employees will be allowed to take personal leave time when approved by their shift commander.

Union:

F. Employees will be given seventy-two (72) hours of personal leave each year . . etc. . . .

Determination/Award:

The Union's last final offer is adopted.

Dissent:

Mr. Bokos.

FUNERAL LEAVE

ISSUE 16

Last Final Offer:

City:

The City proposes that Article 14, Section G, Page 27, read as follows:

An employee shall be entitled to charge up to three (3) days per funeral to make preparation for and attend the funeral and burial of an immediate member of his family. An immediate member of his family for this purpose shall be deemed to be his wife, parent or parent-in-law, brother, sister, brother-in-law, child, grandparent, grandparent-in-law or grandchild. Proof of death may be required. These shall not be charged to sick leave.

Union:

1. An employee shall be entitled to charge up to three (3) days per funeral to make preparation for and attend the funeral and burial of an immediate member of his family. An immediate member of his family for this purpose shall be deemed to be his wife, parent or parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandparent, grandparent-in-law, grandchild, son-in-law or daughter-in-law. Proof of death may be required. These shall be not charged to sick leave.

2. Forty (40) hour employees shall be entitled to charge up to five (5) work days per funeral as provided for in Article 14, Paragraph G, Section 1.

Determination/Award:

Paragraph 1 of the Union's position is adopted, paragraph 2 of the Union's position is not adopted.

Dissent:

None.

WORKMEN'S COMPENSATION - ON THE JOB INJURY
ISSUE 17

Last Final Offer:

City:

Each employee will be covered by the applicable Workmen's Compensation Laws. The City will make up the difference between Workmen's Compensation and the employee's salary while the employee is off work due to an on the job injury, up to a maximum of one year.

Union:

A. Each employee will be covered by the applicable Workmen's Compensation Laws. The City will make up the difference between Workmen's Compensation and the employee's salary while the employee is off work due to an on the job injury.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

UNIFORM ALLOWANCE

ISSUE 18

Last Final Offer:

City:

The City proposes that Article 18, Section B, Subsection 1, Page 32, read as follows:

1. The City shall pay each employee of the Fire Fighting Division as a uniform allowance, the sum of Two Hundred (\$200.00) dollars per year and shall pay the Assistance Chiefs and each employee of the Fire Prevention, Training Apparatus Function the sum of Four Hundred Fifty (\$450.00) Dollars per year as a uniform allowance, payable annually with the first payroll in October.

Union:

B. Uniform Allowance

The City shall pay each employee of the Fire Fighting Division as a uniform allowance, the sum of Three Hundred (\$300.00) Dollars per year and shall pay the Assistance Chiefs and each employee of the Fire Prevention, Training Apparatus Function the sum of Five Hundred Fifty (\$550.00) Dollars per year as a uniform allowance, payable annually with the first payroll in October.

Determination/Award:

The Union's last final offer is adopted.

Dissent:

Mr. Bokos

FOOD ALLOWANCE

ISSUE 19

Last Final Offer:

City:

A. The City proposes that Article 20, Paragraph One, Page 36, read as follows:

The City shall provide a food allowance of Five Hundred Fifty (\$550.00) dollars per year for each man working a twenty-four (24) hour shift, payable quarterly.

B. The parties have agreed upon this portion of the issue.

Union:

A. Effective July 1, 1981, the City shall provide a food allowance of Six Hundred (\$600.00) Dollars per year for each man working a twenty-four (24) hour shift, payable quarterly.

B. Each employee working a twenty-four (24) hour shift shall participate in the food allowance program; no meals may be taken outside the station; no lunches will be carried by any Firefighter to be consumed while on duty; and all Firefighters shall participate in the on-the-job meal program and in proper housekeeping of the facilities of the Fire Department.

Determination/Award:

The Union's last final offer is adopted.

Dissent:

None.

GRIEVANCE

ISSUE 20

Last Final Offer:

City:

A. The City proposes that the last paragraph of Article 21, Section B, Sub-Section 5, Page 41, read as follows:

The costs for the Arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

B. The City proposes that Section E of Article 21, Page 42, read as follows:

E. Time Limits and Retroactivity:

1. Time Limits: No grievance or claims shall be valid unless same is presented and filed within thirty (30) calendar days after the occurrence or within thirty (30) days after the matter shall become known to the employee and/or the Union. Any claim or grievance not filed within the prescribed time limit, or not pursued in a timely manner in accordance with the time limits as set forth in this Article, shall be barred and held for naught.

2. Retroactivity on Claims for Back Pay: a. The City shall not be required to pay back wages more than thirty (30) calendar days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments may be retroactive to the beginning of the pay period covered by such pay, so long as the employee has filed his grievance thirty (30) calendar days after receipt of such pay.

b. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less compensation, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been otherwise earned.

Union: Grievance Procedure

The costs for the Arbitrator's services, including his expenses, shall be borne by the party that the Arbitrator determines has not substantially prevailed on the issue(s) presented. Each party shall pay for its own expense.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker.

COMPULSORY SCHOOLING

ISSUE 21

Last Final Offer

City:

A. The City proposes that Article 25, Section D, Page 47, read as follows:

1. The City agrees to pay each member of the Union time and one-half for classes or schooling required by the City on an employee's leave day, except as provided hereinbelow:

2. All employees attending school at the City's request who drive their privately owned vehicle, will be paid eighteen (18) cents per mile.

B. The City proposes that Article 25, Section E, Page 48, read as follows:

E. EMT Training:

1. All employees of the Fire Fighting Function, shall, as a condition of continuing employment, be required to receive necessary training and schooling at an institute of higher learning of the City's choice in order to attain and maintain State EMT Certification and/or Licensing at the City's expense.

2. The employee shall take EMT training at such time as the City is able to schedule the classes.

3. In the event an employee is on duty he shall be granted duty release time to attend these classes. In the event an employee is off-duty and is required to attend these classes he shall be entitled to compensation at the rate of time and one-half. In either event the employee shall be paid mileage.

4. An employee who fails to become certified after initially undertaking said training must thereafter in each instance take the next available class, so scheduled for him by the City, on his own time and at his own expense. The City will, however, pay tuition costs. Failure by the employee to attend the next available class shall be deemed sufficient cause for discharge of that employee.

Union:

E. 1. All employees shall, as a condition of continuing employment, be required to receive necessary training and schooling at any college offering a State-approved EMT course to

ISSUE 21 CONT.

attain State EMT Certification and/or Licensing at the City's expense. The individual employee may ... etc...

2. All employees hired after July 1, 1981, shall be required to enroll in the next available EMT Certification class, whether on or off duty. They shall be paid according to the conditions of Article 25, E-1.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker.

MILEAGE

ISSUE 22

Last Final Offer:

City:

The City proposes Article 27, Section D, Page 51, read as follows:

No member of the Union shall be required to use his privately owned vehicle, after arriving at his duty station, for any Fire Department purpose unless on a voluntary basis, in which event he shall be paid eighteen (18) cents a mile for each mile traveled payable in the next full pay period.

Union:

1. Employees attending school at the City's request who drive their privately owned vehicles, will be paid eighteen (18) cents per mile.

2. No member of the Union shall be required to use his privately owned vehicle, after arriving at his duty station, for any Fire Department purpose, unless on a voluntary basis; in which event he shall be paid eighteen (18) cents per mile for each mile travelled payable in the next pay period.

Determination/Award:

The City's last final offer is adopted.

Dissent:

None.

MISCELLANEOUS

ISSUE 23

Last Final Offer:

City:

The City proposes that Article 27, Section E, Subsection 1, Page 51, read as follows:

Any member of the Union who is required by the Chief of the Department to make trips to the Department Tailor, Department Physician, or the Chief's office (including City offices) during his leave days, shall be paid according to Article 7, Section D-1

Union:

1. Any member of the Union required, during his leave days, to make trips to the Department tailor, Department physician, or the Chief's office (including City offices), shall be paid according to Article 7, Section D-1.

Determination/Award:

The Union's last final offer is adopted.

Dissent:

Mr. Bokos

WAYNE COUNTY ELOISE COMPLEX

ISSUE 24

Last Final Offer:

City:

The City proposes that Article 29, Page 54, be deleted from the contract.

Union:

In the event the City of Westland assumes the responsibility for providing first response fire protection service at the Wayne County - Eloise Complex, the City agrees, upon demand by the Association, to immediately reopen the manpower provisions of this contract and to bargain the issues of additional manpower and/or stations that may be necessitated by the additional fire protection responsibility.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

REDLINING OF SICK DAYS

ISSUE 25

Last Final Offer:

City:

The parties agree that this issue is included in Issue No. 14, Sick Leave.

Union:

Union proposes that Letter of Understanding at Page 57 of current contract remain, or be added as a Section to Article 14, Sick Leave.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker .

MUTUAL AID

ISSUE 26

Last Final Offer

City:

The City proposes that the Letter of Understanding from the 1979-80 Contract, Page 61, be incorporated into the new contract as an article.

Union:

4. Firefighters shall not be required to render mutual aid to cities or townships involved in a serious labor dispute; e.g., strike or lockout.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

GENERAL PROVISIONS

ISSUE 27

Last Final Offer:

City:

The City proposes that Article 27, Section B, Paragraph Two and Three, Page 50, read as follows:

No employee of the Fire Department shall be required to do work usually performed by a skilled tradesman, e.g., electrician, plumber, or carpenter. For the purposes of this provision, a painter shall not be considered to be a skilled tradesman. However, this shall not preclude a Fire Department employee from voluntarily performing such work.

Firefighter's duties shall consist of keeping Fire Department equipment and vehicles clean and performing light maintenance and all other work directly related with Fire Fighting and Fire Prevention, including general hydrant maintenance, excluding repair and replacement.

Union:

Union opposes City proposals. Has no additional language to propose.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

CIVIL SERVICE AND VACANCIES

ISSUE 28

Last Final Offer:

City:

The City proposes to delete the Letter of Understanding dated March 19, 1980, (Joint Exhibit No. 4) concerning Department Vacancies and Promotions from the contract.

Union:

Union proposes that Letter of Understanding of March 13, 1980, (Joint Arbitration Exhibit 4) be incorporated into bargaining agreement.

Determination/Award:

The City's last final offer is adopted.

Dissent:

Mr. Baker

CONCLUDING REMARKS

The panel wishes to express its appreciation to the parties and their attorneys for the thorough preparation, adherence to the stipulated time schedule, cooperation and courtesies extended throughout the hearings.

The panel reserves jurisdiction to clarify any and all aspects of the determination/award which may be necessary until the Award is implemented.


Peter E. O'Rourke-Chairperson


C. Charles Bokos- Employer Delegate



Robert Baker-Union Delegate


August 18, 1981

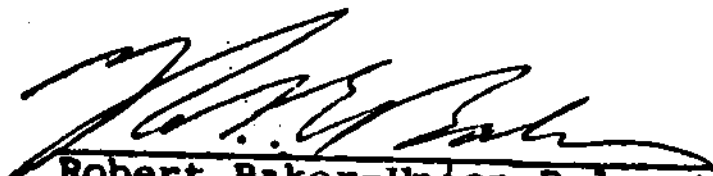
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Peter E. O'Rourke-Chairperson


C. Charles Bokos- Employer Delegate


Robert Baker-Union Delegate

August 18, 1981

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT NO. 312 ARBITRATION PROCEEDING
BEFORE PETER E. O'ROURKE, CHAIRPERSON
C. CHARLES BOKOS, EMPLOYER DELEGATE,
AND ROBERT BAKER, UNION DELEGATE,
DETROIT, MICHIGAN

IN THE MATTER OF:

CITY OF WESTLAND,

Public Employer,

and

Case No: D-80F-3101

LOCAL 1279 WESTLAND FIREFIGHTERS
ASSOCIATION,

Public Employees.

SUPPLEMENTAL FINDINGS, DETERMINATION AND AWARD

In the matter of the City of Westland, Public Employer and Local 1279, Westland Firefighter's Association, Public Employees, the Act 312 Arbitration proceedings were reconvened from the panel consisting of Peter E. O'Rourke, Chairperson, C. Charles Bokos, Employer Delegate, and Robert Baker, Union Delegate. The panel was reconvened at the request of George F. Borgelt, attorney for the union, and by stipulation between Mr. Borgelt and Mr. Angelo Plakas, attorney for the Employer.

The panel met on November 17, 1981, in the offices of the Chairperson and the parties stipulated that the reconvened panel should give clarification with respect to retroactivity and implementation on issues Four, Five, Six and Fourteen A.

Issue Number Four: Overtime Pay, Issue Number Six: Arrival Pay, Issue Number Fourteen A: Sick Leave, are all issues in which the question is when the effective date of the panel's determination/award is to be implemented. With respect to these issues, the city's last final offers were adopted by the panel. The city contends that the determination/award should be effective retroactively to July 1, 1980. The union believes that the date

of the determination/award, August 18, 1981, should be the effective date with respect to these issues.

MCLA 423.243 provides that, during pendency of arbitration proceeding, the conditions of employment shall not be changed unilaterally by either party. MCLA 423.240 provides, in part, that:

"Increases in rates of compensation or other benefits may be awarded retroactively to the commencement of any period(s) in dispute, any other statute or charter provisions to the contrary notwithstanding."

The issues raised by the parties presents a question of law which does not appear to have been addressed by any of the higher courts in this State. Does an Act 312 Arbitration Panel have the power to accept last final offers of a party which would retroactively decrease rates of compensation or other benefits? Or, is it limited by statute to retroactive increases? This panel will leave these questions unanswered as it is not necessary to address these questions in arriving at its decision.

It is the majority decision of the panel that a more equitable and rational result is achieved by establishing the effective date for issues Four, Six and Fourteen A as the date of the determination award of the panel, August 18, 1981. This decision is also based on the criteria set forth in MCLA 423.239 and is in harmony with the usual or traditional considerations adopted in voluntary collective bargaining, mediation, fact finding or arbitration between parties in public service or in private employment. The effective date for these issues shall be August 18, 1981.

Issue Number Five: Call Back, is one in which the parties seek a clarification or interpretation of the language adopted by the panel. The phraseology of the city's last final offer with respect to this issue, which was adopted by the panel, appears sufficiently clear that the panel has no difficulty in arriving at a decision. It reads:

"Fifteen employees of the firefighting function of the department will be scheduled for duty each day during such times as four stations are being operated by the City. In the event that those employees scheduled for work fail to report for duty as scheduled, or if they leave once having reported for duty, at the discretion of the chief, he will institute the call back procedure."

It is the union's position that the chief has no exercisable discretion as to whether he may institute call back procedures if, in fact, any of fifteen employees of the firefighting function of the department scheduled for work fail to report for duty as scheduled on a given day. The union contends that the department must have fifteen employees of the firefighting function actually on duty at the start of each day, rather than scheduled for duty, and then that number reduced by some event before the chief's discretion is exercisable. This is not a tenable reading of the applicable paragraph. While the sentence structure of the offer adopted by the panel could be improved upon, the meaning is sufficiently clear. The majority of the panel holds that, if fewer than the scheduled fifteen employees of the firefighting function report for duty on a given day, during such times as four stations are being operated by the city, the chief may exercise his discretion in deciding whether or not to institute the call back procedure.

The panel continues to reserve jurisdiction to clarify any and all aspects of the determination/award which may be necessary until the award is implemented.

It is noted that Union Delegate, Robert Baker, dissents with respect to the panel's holding on Issue Number Five and Employer Delegate, C. Charles Bokos, dissents with respect to the panel's holding on Issues Number Four, Six and Fourteen A.

Peter E. O'Rourke, Chairperson

C. Charles Bokos, Employer Delegate

Robert Baker, Union Delegate

Dated: December 14, 1981