

8/17/2002

Arb.

State of Michigan
Michigan Employment Relations Commission
In The Matter of Arbitration Between

City of Ecorse

And

International Association of Firefighters,
AFL-CIO Local 684

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS
BUREAU OF EMPLOYMENT OFFICE
DETROIT OFFICE

P.A. 312
Case No. D 01 E-0612

Background

The City of Ecorse has been a troubled city for many years. While both the City and the Union might attribute its trouble to different causes, neither would deny the City's financial difficulties. The City would point to the decline of its main taxpayer (Great Lakes Steel Co.), its older and poorer stock of housing and its overall decline of tax base. The Union while not denying some of the above causes would also attribute much of the malaise to mismanagement on the part of the public officials and priorities which have worked to the detriment of the Fire Department and by extension to the detriment of the Union.

So precarious has the financial situation been for the City of Ecorse that in 1988 the State of Michigan placed the City in Receivership. A Receiver was appointed to bring the City's budget into balance. While it does appear that an undue portion of the savings the Receiver was able to effect were at the expense of the Fire Department and the Union. Their number was cut drastically, part timers introduced into the system, parity of pay with the Police Department abolished, a two tier system created with new hires, change in the administration of the pension system and other measures. Hence an atmosphere of antagonism between the parties has existed for many recent years. The atmosphere added to the complications of this Act 312 arbitration, its length of time and the number of unresolved issues. Understandably the Union would have liked to correct what they considered the injustices emanating from the period of the Receivership, while the City was seeking ways of further savings in light of what it considers further current and further financial crises. The extreme opposite goals of each side made arbitration almost impossible but the process was pursued and this Award is what followed.

Ecorse, City of

The City of Ecorse and its Firefighters Union Local 684 were parties to a labor agreement, which expired June 30, 2000. The parties then entered into negotiations and were able to agree on some items but were not successful in resolving all items.

After several hours of mediation, the Union submitted a petition for arbitration on October 1, 2001. This arbitrator was notified of his selection on October 24, 2001. At that time there were so many open issues, a change in the City administration and other problems that the case was delayed and remanded to the parties for further negotiation.

Several items were tentatively agreed to on March 7, 2002 and some additional ones were agreed to on May 7, 2002. These items which were mutually agreed to are the following and are part of this Award.

Tentative Agreements (agreed to March 7, 2002)

Article 1 – Contract to be effective beginning July 1, 2000

Article 2, sections 1-4 as is

Article 4, sections 1 & 2 as is

Article 4, section 3, line 2 – change “an” to “any”

Article 4, section 4 as is

Article 4, sections 5 & 6 – change “5” employees to “3” employees

Article 4, section 7 – add, “provided the provisions of sub-section 4 shall apply hereto

Article 4, section 8 as is

Article 4, section 9 – delete “litigation in 2nd line and replace with “grievance arbitration and MERC proceedings (but excluding court litigation)”

- delete “litigation” in fifth line and replace with “proceedings”
- delete following words in lines 5 and 6 “which shall include attendance at all court proceedings whether or not testimony is required at such proceedings”

Article 7 as is

Article 8 as is

Article 9 – “3 may be off, up to a maximum of 25% of the bargaining unit”

Article 11 – second line change from “forty eight” to “forty/forty eight.” Change sentences beginning with “compensated” to “compensated for mileage at the prevailing IRS rates, and IRS rules and regulations by the City. Balance of Article 11 is deleted.

Article 12 as is

Article 13, section 2 as is

Article 14, sections 2 & 3 as is

Article 15 as is

Article 16.1 as is

Article 16, sections 3 & 4 as is

Article 16, section 5 – to read “A record of the overtime hours worked and the compensatory time banked by each employee shall be made available on a monthly basis (once per month) at the request of the union and shall be kept and posted on a monthly basis at the Fire Station and in the fire trucks.

Article 16, sections 6-8 as is

Article 17, section 1 – change effective date to July 1, 2000

Article 25 as is

Article 26, section 2 – changed to “Vacations will be taken in accordance with seniority and will not include SK, K, sick days, duty or non-duty injury leave days, compensation time days, or any other leave day not listed.”

Article 27, section 3 as is

Article 27, section 4 as is

Article 29, section 2 as is

Article 30 section 1 – agreed on one year probation

Article 32, sections 1-5 as is

In addition to the aforementioned mutual agreements of the parties, the following was agreed to by the parties on May 7, 2002.

The parties agree on this day May 7, 2002, that the following shall be their final offer on each listed item.

Retro Pay:

Agreed that retro pay shall be in three equal installments with:

1. First payment shall be due the first payday occurring 30 days after the award is handed down.
2. Second payment is first payday after January 9, 2003.
3. Third payment is first payday after July 1, 2002.
4. Those who retire prior to July 1, 2003, will get paid at 100% of the remaining balance at the time of their retirement.

Schooling:

Replace 13.1 with the following:

1. The City shall pay for any classes/refresher courses which are required by law or regulation, and/or which the City directs employees to attend. When an employee is promoted before meeting the requirements for the promotion, the City shall pay for the employee's time, books and tuition for classes necessary to retain the promotion. The City is not obligated to pay for classes voluntarily taken by employees, but it may pay for time, books and tuition if it decides to do so. The Chief will approve the scheduling of classes.

Food:

1. Agreed to \$800.00

EMT Pay:

1. Agreed to \$1,500.00

Cleaning/Clothing:

1. Agreed to \$700.00

Life Insurance:

1. \$25,000.00 for employee, paid within 90 days of the date the City receives acceptable proof of death.

Mileage:

1. Paid at IRS rate.

Trading Time:

1. Continue existing practice, except that trading time will not be allowed if it causes overtime, and when trade occurs, the time will be worked and not paid for. Prior approval of the Chief, or in his absence, that of the commanding officer is required.

Pre-Scheduled Days off:

1. No more than 3 employees may be pre-scheduled off on any given day for vacations, sick/flex days, school, conventions, comp-time or super Kelly; however, no more than 2 employees may be off on a super Kelly, even if no other employees are pre-scheduled off that day. These restrictions do not include regularly scheduled days off (Kelly days). Change 26.3 to indicate that no more than two (2) employees may be scheduled for vacation on any given day, even if no other employees are pre-scheduled off that day.

Testing:

1. If there is reasonable cause, employees may be tested for drug, alcohol and psychological fitness for duty. Two officers on duty must agree that there is cause, one of which may be the Chief; if there is only one officer on duty, that officer may determine if there is reasonable cause.

Record Keeping:

1. Record of overtime hours worked and comp time banked shall be made available once per month at the Union's request and be posted monthly at the fire station and on the trucks.

Promotions:

1. All pipemen shall be evaluated annually, (the tool shall be developed by the United States Fire Administration, NFPA or if these don't work out, then by the Michigan Municipal League). The Chief and the Captain of the pipeman's platoon shall complete the evaluation. If these two don't agree, then another Captain will be involved to decide on the final evaluation scoring. Promotion from pipeman to sergeant shall be based on evaluations and seniority (however a pipeman shall not be eligible for promotion if he/she has received an unpaid disciplinary suspension within 12 months of the date of the promotion decision). All other promotions shall be based on seniority.

Duration:

1. July 1, 2000 thru June 30, 2005.
Unresolved in whether a re-opener is in the contract, or not.

Unfortunately, despite the number of items mutually agreed to by the parties, there remained many issues unresolved (approximately 26). These became the issues of which the panel had many long and protracted hearings. The City's delegate was Mr. Eric Tucker and its Advocate was Attorney Gary R. Danielson. The Union had as its delegate Lt. Ron French of the Ecorse Fire Dept. (current Union President) and its Advocate was Capt. John Bedo of the Ecorse Fire Dept. (former Union President).

Unfortunately, the Hearings were acrimonious at times and indicated the tremendous pent up animosity between the parties, a degree of animosity that goes back about 15 years. This presented great difficulty to all but especially to the Reporter, Ms. Tamara O'Connor. Nevertheless Ms. O'Connor remained calm through this ordeal and did a very creditable job of recording the proceedings, for which the Panel wishes to express its thanks.

What follows is a discussion of each of the unresolved issues, giving the arguments of each side and the rationale for the Panel's decision of each issue. An attempt will be made to consider them in order in which they appear in the current Agreement.

1. Public Safety Department

The City sought the authority to merge the Police and Fire Departments into one Public Safety Department. Under such a system most Police and Firemen would perform both duties and be trained to perform both duties. The City would be required to bargain with the Fire Fighters and Police Unions over the details of such a department and in this arbitration seeks the authority to do so if it should be considered advisable. The City already received such authority from the Police Union in its recent arbitration award.

The Union opposes such a merger for several reasons. For one thing this Union has been decimated in the number of full time Firefighters. They also claim that the work of each profession is substantially different so as to justify separate departments.

Both sides point to other cities where such a merger has either been successful or failed to bolster their point of view.

The panel is not convinced that setting up a Department of Public Safety is a desirable move at this time and the City has offered no inducement and since the Union has taken many "hits" during the last 15 years, the Panel sees no need to add to the Union's burden of negotiating for a Public Safety Dept. Panel adopts Union position.

2. Maintenance of Conditions

Both the City and the Union have proposed changes in Article 5, Maintenance of Conditions. The current Agreement has simple language merely restricting the City from making unilateral changes to items contained in the Agreement.

The Union has added additional sections, which would prohibit reductions in benefits, no unilateral changes contrary to the provisions of the Agreement "or otherwise." In addition the Union adds that the Agreement shall supercede ordinances, resolutions etc. of the City.

The City position is a simple one and merely prohibits the City from making changes contrary to the Agreement or making any rules or regulations contrary to the Agreement.

Inasmuch as this is not strictly an economic issue, the Panel has adopted the City position since the Union's proposal is too restrictive on the city and would result in a rash of grievances regarding the interpretation of this Article.

The panel would add the word "unilateral" before "changes" which was left out of the City's proposal.

3. Hours of Employment

The City proposes to change the normal work week from 48 hours to 50.4 hours. They cite most neighboring fire departments, all of which have 50.4 or more hours per work week.

The Union understandably seeks to maintain the current 48 hour work week.

The City's main argument is the one of costs. This item was negotiated several Agreements ago and we do not know what the "quid pro quo" was for getting a shorter work week. In addition, the city doesn't mention that those cities with a longer work week also have higher salaries than does Ecorse.

Therefore the Panel adopts the Union position on this issue.

4. Overtime

There are two issues in connection with overtime pay. One has to do with computation of the hourly rate. In this the Panel seeks no change since it has determined that the work week remains at 48 hours, the 2080 annual hours remains in force.

Another issue is who shall be called in for overtime work where a compliment of five man minimum is not available. The Union proposal gives priority to Full-Time Firefighters covered by the collective bargaining agreement. On this issue the Panel agrees with the Union which bases its position on safety. The Panel is aware that many other cities have only a minimum of 4. However it is the Panel's view that Ecorse has greater hazards as an older city (more fire and EMS runs than other cities of comparable size) and therefore the minimum of 5 can be justified. However there need only be a minimum of 4 fulltimers and one additional firefighter from whichever is called in.

The Panel is cognizant of the City's position that manning of the station is a permissive issue of bargaining and therefore is beyond the scope of this Award.

The majority of the Panel does not agree with the City's position that this is a permissive issue in that it is an issue of safety especially in a city as vulnerable as Ecorse. It is also an issue vital to the Union's survival in that its membership has steadily dwindled because of certain changes wrought by the City over the years.

5. Wages

There are several facets to the issue of wages. The Union requests that wages be based on parity with the Police Department, a parity that was taken away in 1988. The City on the other hand claims that no arguments were made to justify a return to parity after all these years and that parity was in effect at a time when firefighters worked a 50.4 hour week.

The Union's proposal was for the payment of parity both retroactively and proactively for the duration of this Award. The City has proposed a wage increase of 3% for each year covered by this Agreement for the Captain, Lieutenant and Sergeant and for the Firefighters - 5% starting 7/1/2000, another 5% 7/1/2001, another 5% 7/1/2002, 6% 7/1/2003 and 6% 7/1/2004.

The Panel by law can only adopt the last offer of one side or the other. This is unfortunate since the panel is sympathetic to the low wages paid to Ecorse firefighters, especially those hired after 1994. Yet to adopt the Union's request to bring them all back to parity would be unrealistic in light of the city's financial difficulties. Even the Union's own totals of 1.3 million dollars since July 1, 1994 or \$385,000 for July 1, 2000 through April 1, 2002 would be unconscionable and irresponsible. Even though the City might not be in as dire condition as they claim, these figures and percentage increases are astronomical given the City's income even with the tax payment of its largest taxpayer.

Therefore the Panel reluctantly must choose the City's offer.

6. Wage Reopener

The City has proposed a new Section 45.3 giving the City authority under this Agreement to reopen the Agreement if as of June 30, 2003 the City's accumulated deficit exceeds \$1,000,000. It also provides that as of June 30, 2003 the Union shall have the right to re-open the Contract if the deficit is less than \$500,000. Either side may invoke P.A. 312 arbitration if the re-opener leads to an impasse.

The Union's proposal merely provides for a wage re-opener only

1. After a Receivership is appointed.
2. After the City declares Chapter 11.

The Union's proposal also gives the parties the right to invoke Act 312 proceedings.

The Panel opposes the proposal of re-opening the Agreement for several reasons. One is that the duration of the Agreement is almost half over and the City and the Union should be able to have a period of labor peace and reparation of the hard feelings that exists currently between the parties.

The Union's position on re-opening is fairly harmless since under the two conditions they list as a prerequisite to re-opening are probably outside the scope of the City or this Award.

Therefore the Panel adopts the Union position on this issue of wage re-openers.

7. Holiday Pay

The City has proposed combining Lincoln's birthday and Washington's birthday into one holiday i.e. President's Day.

The Union prefers the current language giving both birthdays as holidays.

The Panel agrees with the city's position in that "Presidents Day" is the only legally recognized day since the federal government clarified the matter. Banks, schools and other organizations merely recognize Presidents Day and not each individual birthday.

7a. Election Day

While the City considers General Election Day as only in presidential elections the Panel considers a general election every two years. This is especially relevant since non-presidential elections usually deal with state and local races of interest to the Union and the City. This extra day every two years should make up a little bit for the loss of a holiday caused by the establishment of Presidents Day.

8. Hospital Insurance

Employers everywhere both public and private who provide health care insurance are grappling with steadily increased costs. All employers are seeking ways of cutting costs and reigning in the enormous increases occurring from year to year.

The City of Ecorse would try to get employees to switch to coverage by Health Alliance Plan (HAP) and those who choose to join or remain under Blue Cross-Blue Shield MVF-2 would be required to pay the difference from HAP. Those hired prior to 1994 would continue free full family coverage but only under HAP. This would include the retirees. Those hired after January 1, 1994 would continue under HAP but with the same co-pays existing under the present Agreement.

The Panel is sympathetic to the plight of those hired after 1994 being stuck with co-pays. But the grandiose proposal by the Union especially with future increases in cost is too much of a burden for the City to assume unilaterally.

Therefore the Panel adopts the City's proposal on health insurance.

8a. Health Care Opt Out

Both sides submitted proposals for payment to employees who opt out of the City's health insurance. The City would reimburse such employees to the tune of \$1500 per year while the Union proposes \$2400 per year.

The Panel considers the City's proposal as being more reasonable in light of the City's financial condition.

8b. Dental Insurance

Currently firefighter retirees' do not receive dental coverage from the City. Neither do other City of Ecorse retirees, union or non union. No evidence was submitted as to any urgent need for such insurance and to introduce it would add to the City's unfunded liability. Therefore the Panel adopts the City proposal of status quo.

8c. Optical Insurance

There was even less need presented for optical insurance and such insurance was not shown in the comparables. The plan that River Rouge has is a reasonable one but that is not the one presented by the Union. It would be a start but the Panel adopts the City's proposal of status quo.

9. Vacation Days

Both the City and the Union submitted proposals cutting the number of vacation days for new hires or those with less than 25 months. However the Union proposal added vacation days for those above 25 months which in reality includes the entire department.

It appears to the Panel that the Union proposal is too generous. While some of the wealthier comparables may be more generous, this seemed like a bad time to add vacation days, especially to the senior people. The status quo was also adopted in the police arbitration and therefore the Panel adopts the City position.

10. Sick Days

This demand was put forth by the Union in the last hour of hearings. The City advocate objected to it being presented but the Panel decided to let it be brought up and as determination of its timeliness would be made in this Award. The Union was requesting the increase of paid sick days from 6 to 9 in addition to changes in regard to its accumulation. The Union gave no reasoning in defense of their proposal, which would be an expensive one to the City.

In that none of the other internal comparables have had any adjustments to their sick leave benefit and the lack of convincing arguments for change, plus the fact that this was a last minute demand, the Panel adopts the City position that the status quo prevails regarding sick leave.

11. Guaranteed Rank Structure

This was presented by the Union preventing demotion of the top ranks and promotion of the top ranks to fill vacancies when they occur. Their proposal also sets forth certain criteria for qualifications for promotion to those top ranks.

This proposal tramples on management prerogatives on running the Department. It does not relate directly to the question of safety or union preservation and the Panel must reject it as a permissive subject of bargaining. The City's position prevails.

12. Hold Harmless Clause

The Union has proposed major changes to this Article. The City prefers the status quo and considers the Union proposal too broad and fears that it would subject the City to too much potential liability. Inasmuch as the Union was unable to point to any injustices under the current Agreement the Panel adopts the City's position. Actually this was one of the issues in which the parties could have worked out language that would have been satisfactory to both sides. Since that didn't happen, the Panel felt that the status quo (Article 33) was the better and simpler proposal.

13. Residency

Currently the State law allows municipal employees to reside up to a radius of 20 miles of the City. The Union prefers that there be no residency requirement at all.

The Union presented no arguments showing any hardship caused by the twenty mile radius requirement. It was in fact a compromise between residency in the City and absolutely no residency requirement at all. It was somewhat amusing that the City in defense of the status quo pointed to the smallness of the Fire Department. The Union has been saying that all along. Nevertheless the Panel sees no need for change and adopts the City's proposal of the status quo.

14. Retirement

This issue along with that of wages were the two most controversial issues. Most of the Ecorse City employees are in the MERS pension plan. How this came about is the subject of much controversial discussion. However the Union proposes the return of all those in the MERS plan back into Ecorse's Charter Retirement. The City's proposal on the other hand would move the remaining Police and Fire employees into the MERS plan. In addition, the Union's proposal adds a whole bunch of additional benefits to current and future retirees, which they erroneously claim could be paid for under existing financing.

Incidentally the City's advocate reassured the Panel that those remaining to be transferred to MERS would not lose a single benefit they currently enjoy under the City's Retirement Plan.

A fallacy in the Union's position is their belief that the special millage order by the Court to pay for the unfunded liability is permanent while actually it was only meant to cover the unfunded liability at that time (1998).

The position of the Panel is that the best interests and security of the retirees would be better under the MERS plan since the City's Pension Board has had to go to court several times to mandate the City to make its contribution to the fund, while MERS has other simpler options to protect its actuarial soundness.

Transferring the few remaining employees to the MERS plan would also relieve the City of an administrative burden and therefore the Panel adopts the City's position on the issue of pensions.

15. Engineer

Currently all full-time Firefighters regardless of rank may be used as Engineers. The Union has proposed the addition of 2 positions to the roster to be paid at the rate of a Fire Sergeant. The City prefers the status quo and furthermore claims that this matter of personnel is a permissive subject of bargaining and hence outside the jurisdiction of this Panel.

The current system of using any Firefighters to perform the task of Engineer has been in existence for 15 years, and the Union has not presented any overwhelming need for change and so would appear as a back-door way of increasing the staff and enhancing pay schedules, a goal with which the Panel sympathizes. However at this time with the City's problems, even were it not a permissive subject, the Panel adopts the City position of status quo.

16. Lay Offs

The Union has presented a proposal exempting full-time Firefighters hired prior to July 1, 1998 from layoff. Its proposal also proposes the sequel for lay-offs if it should become necessary. The City claims this is a management prerogative and hence outside the purview of this Panel.

In general the Panel agrees with the City position on lay-offs but it would be subject to the minimum staffing as set forth in the overtime provision (item 4) and the call-back provision which follows.

17. Call-back

The current Memorandum of Understanding requires that the City is required to call in all full-time Firefighters prior to calling in any part-timers. The City wishes this changed so that the City is not required to do so. The City also states that this is a permissive subject of bargaining.

The Panel as in other issues believes that the issues of safety and union integrity justifies continuation of this Memorandum of Understanding. Without it there is the appearance of union busting even though the City's advocate denies that there is any such plan in the works. Therefore the Panel adopts the Union position on this issue.

18. Minimum Number of Firefighters on Duty

A Memorandum of Understanding in the current Agreement calls for a minimum of 4 Firefighters to be on duty at anytime. The City wants this eliminated while the Union requests that this number be raised to 5 with a minimum of at least 4 full timers (members of Local 684). In its exhibits the City gave examples of other fire departments that only have a minimum of 4. But again the Panel believes that the number on duty does have a relation to the safety of the Firefighters and a relation to the survival of the bargaining unit and therefore adopts the Union position creating a new article on minimum manning.

19. Fire Marshall

The City has proposed a new section allowing the duties of a Fire Marshall to be performed by any trained and qualified city employee. At present there is no one person designated as a Fire Marshall. This is unfortunate for the City. The City's position on this issue is too broad. The Union position on Article 3 Recognition is reasonable in that it allows the Fire Chief and Deputy Fire Chief to perform the duties of the Fire Marshall and recognizes the legitimacy of part timers even though they are not covered by this Agreement. However the first sentence of the proposal implies that the Union is the exclusive bargaining agent for all

Firefighters in Ecorse while the 3rd section removes part timers and volunteers from the provisions of the Agreement. With that inconsistency the Panel adopts the Union's position on Recognition rather than the City's position on duties of the Fire Marshall.

20. Part Time Firefighter

The Union has proposed a new Article dealing with part-time employees. In its proposal it limits the number of hours part timers can work to 25 hours per week. The City believes that the Panel has no jurisdiction over this question. However if they are wrong regarding jurisdiction, the City has presented a second alternative which is more reasonable than the restrictive Union proposal. This would take the place of item 4 in the Union's proposal. Therefore the Panel adopts the alternative city proposal on the issue of hours of part-timers.

21. Rules and Regulations

This is a non economic issue and it is possible to craft a new Article satisfactory to both sides. The Union's demand of jointly writing rules with the City is a violation of the City's prerogatives and a fairer way of presenting it would be in consultation with the Union. It would also be more reasonable to give the Union 30 days instead of 20 to state their opposition to the proposed rules. The Union's bringing in 3rd parties to pass upon the proposed rules is a violation of the City's authority. Therefore the Panel adopts the City's proposal with the requirement of consultation with the Union and the Union would have 30 days in which to grieve rules it considers a violation of the Agreement.

Award

1. Public Safety Department

Panel adopts the Union position on this issue. Status Quo

Bernard M. Klein 8/17/02
Chairman Date

My P. Dami - Dussan 8/19/02
City Delegate Date

Don French 8-17-02
Union Delegate Date

2. **Maintenance of Conditions**

Panel adopts the City position on this issue but add the word "unilateral" before "changes" which was omitted from the City's proposal.

Bernard H. Klein 8/17/02
Chairman Date

M. P. Q. 8/19/02
City Delegate Date

Ron French Disset 8-17-02
Union Delegate Date

3. **Hours of Employment**

Panel adopts the Union's offer and the work week shall remain at 48 hours.

Bernard A. Klein 8/17/02
Chairman Date

[Signature] - dissent 8/19/02
City Delegate Date

[Signature] 8-17-02
Union Delegate Date

4. Overtime

Panel adopts Union position
2080 hours for computation of overtime
5 Firefighters minimum detail, 4 of which must be full timers

Bernard H. Klein 8/17/02
Chairman Date

Mr R. Deane - chair 8/19/02
City Delegate Date

Ron French 8-17-02
Union Delegate Date

5. Wages

Panel adopts the City position

Bernard H. Klein 8/17/02
Chairman Date

Mr. P. Davis 8/19/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

6. **Wage Reopener**

Panel adopts the Union position

Bernard H. Klein
Chairman

8/17/02
Date

Mary R. Daniels - dresser
City Delegate

8/19/02
Date

Ron French
Union Delegate

8-17-02
Date

7. **Holiday Pay**

The Panel adopts the City position regarding "Presidents Day" in lieu of Lincoln's and Washington's birthday.

Bernard H. Klein 8/17/02
Chairman Date

Sam P. Land 8/19/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

8. Hospital Insurance

Panel adopts the City position

Bernard H. Klein 8/17/02
Chairman Date

Art P. Lander 8/19/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

8a. Health Care Opt Out

Panel adopts City position

Bernard H. Klein 8/17/02
Chairman Date

My A. Daniel 8/18/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

8b. Dental Insurance

Panel adopts City position

Bernard H. Klein 8/17/02
Chairman Date

My R. Jacob 8/19/02
City Delegate Date

Ron French Discont 8-17-02
Union Delegate Date

8c. Optical Insurance

Panel adopts City position

Bernard A. Klein 8/17/02
Chairman Date

Sam R. Davis 8/19/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

9. **Vacation Days**

Panel adopts the City position

Bernard H. Klein 8/17/02
Chairman Date

Mr. P. Daniel 8/18/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

10. Sick Days

Panel adopts the City position

Bernard H. Klein 8/17/02
Chairman Date

Mr. P. Jamie 8/19/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

11. **Guaranteed Rank Structure**

Panel adopts the City position

Bernard H. Klein 8/17/02
Chairman Date

Mr. Daniel 8/19/02
City Delegate Date

Ron French Dissest 8-17-02
Union Delegate Date

12. Hold Harmless Clause

Panel adopts the City position - status quo

Bernard W. Klein 8/17/02
Chairman Date

May A. Daniel 8/18/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

13. Residency

Panel adopts the City position - status quo

Bernard St. Klein 8/17/02
Chairman Date

Mr. P. J. Daniel 8/18/02
City Delegate Date

Ray French Dissent 8-17-02
Union Delegate Date

14. Retirement

Panel adopts the City position. No loss in current benefits to those transferred to MERS.

Bernard H. Klein 8/17/02
Chairman Date

Mr. P. L. Smith 8/18/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

15. Engineer

Panel adopts the City position

Bernard H. Klein 8/17/02
Chairman Date

Ang R. Lammie 8/18/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

16. Lay Offs

Panel adopts City position

Bernard H. Klein 8/17/02
Chairman Date

Gary R. Daniel 8/18/02
City Delegate Date

Lon French Dissent 8-17-02
Union Delegate Date

17. Call-back

Panel adopts the Union position

Bernard H. Klein 8/17/02
Chairman Date

Al Dennis - absent 8/15/02
City Delegate Date

Roy French 8-17-02
Union Delegate Date

18. Minimum Manning

Panel adopts the Union position

Bernard H. Klein 8/17/02
Chairman Date

Mr. P. Daniel - dissent 8/19/02
City Delegate Date

Ron French 8-17-02
Union Delegate Date

19. Fire Marshall

Panel adopts the City position

Bernard H. Klein 8/17/02
Chairman Date

Mr. J. L. Linn 8/18/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

20. Part Time Firefighters

Panel adopts the City's alternative proposal on this issue and rejects City's proposal that the Panel has no jurisdiction.

Bernard H. Klein 8/17/02
Chairman Date

Mr. P. Dennis 8/19/02
City Delegate Date

Ron French Dissent 8-17-02
Union Delegate Date

21. Rules and Regulations

Panel adopts the City position with changes that would require consultation with the Union on new rules and giving the Union 30 instead of 20 days in which to grieve new rules it considers a violation of the Agreement or other reasons.

Bernard H. Klein 8/17/02
Chairman Date

Art R. Daniel 8/19/02
City Delegate Date

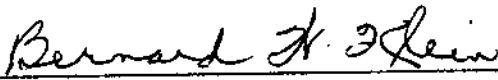
Ken French Dissent 8-17-02
Union Delegate Date

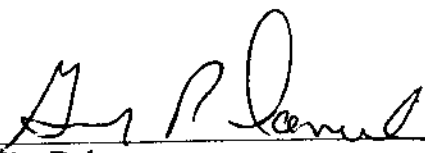
These issues which were brought before the Panel are added to those included which were previously agreed to by the parties (pages 4 and 5) and together comprise this Award.

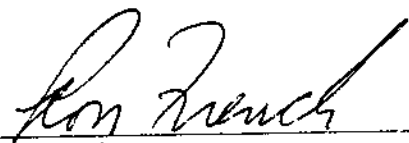
It is the hope of the Panel that this Award leads to a period of reconciliation of the parties, a chance for the City to get its finances in order and a more generous outlook for the next Agreement at the conclusion of this Award covering the period from July 1, 2000 to June 30, 2005. This Award is retroactive to July 1, 2000 on those issues where retroactivity is feasible such as the wage issue.

Respectfully submitted

Dated:
August 17, 2002


Chairman


City Delegate


Union Delegate