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STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

CITY OF DEARBORN

-and-

Case No. D90 D0592

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
Local 412, AFL-CIO

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STATE OF MICHIGAN
DEPT. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

Panel of Arbitrators

Richard F. Cox, Employer Delegate
Michael Furlong, Union Delegate
[REDACTED], Chairperson

OPINION AND AWARD OF THE ARBITRATION PANEL

I. Introduction

The collective bargaining agreement between the City of Dearborn and Local 412, IAFF, expired on June 30, 1990. The parties were unable to agree to all terms of a successor two-year contract. Following petition to the Michigan Employment Relations Commission, by a filing dated June 28, 1990, and by letter of appointment dated December 27, 1990, the above-named Panel was established pursuant to Michigan Public Act 312 of 1969, as amended.

The issues to be arbitrated were identified in a pre-hearing conference held February 8, 1991. Hearings were held on April 12, 23, 24; May 6, 7, 20; July 9, 23 and 24, 1991. In late July, the Panel Chair ordered the parties to return to bargaining, with the assistance of a State mediator. These negotiations achieved settlement of all but two issues, rates of compensation and wage differentials for fiscal years commencing July 1, 1990 and July 1, 1991. Additional hearings on these issues were held on September 6, 23, and October 7, 1991.

The parties exchanged their Last Best Offers of Settlement on November 8, 1991. Briefs in support of their respective Final Offers were exchanged on December 28, 1991. The Panel met in Executive Session on February 6, 1992.

Dearborn, City of

II. The Community and the Fire Department

The City characterizes itself as a community with declining population of a middle-income level, with a high proportion of fixed income citizens. It maintains its finances are "imperiled" by diminished State revenue sharing, low interest income, increased obligations for social security as well as for the cost of providing health insurance to its employees, both active and retired. It claims no industrial growth in recent years and frozen property assessments as of 1992. Further, it notes it faces a potentially costly property tax appeal.

The Department has four stations. Two employees at three of these stations are assigned to ambulance duty each day. Most Fire Fighters are scheduled to work 121 days per year; seven work a standard forty-hour week.

With respect to the Fire Department, the City claims to support one of the best-trained and best-equipped forces in the State. Although the City anticipates layoffs of full-time employees in fiscal year commencing July 1, 1992, it states that Dearborn Fire Fighters' job security is contractually guaranteed by means of a "minimum manning" clause requiring a minimum of 117 Fire Fighters. Dearborn currently employs 119 Fire Fighters.

The Union views the City as stable. It notes the City's economy is largely dependent upon the Ford Motor Company, enhanced in recent years by the addition of a major mall and two first class hotels.

The Union contends the Fire Fighters face an increasingly complex and dangerous workload, noting a trend of increase in fire alarms as well as calls for rescue. The Department notes its concerns for Fire Fighters' safety as demonstrated by the increased size of its Fire Marshall Division, emphasizing fire prevention. It further observes a recent decrease in line-of-duty injuries as well as improved quality in City structures as a result of standards provided through building codes, OSHA, MIOSHA, and City ordinances.

III. The Statutory Criteria

Act 312, Public Act of 1969, as amended, (MCLA 423.231 et seq.) authorizes the establishment of arbitration panels to resolve contract disputes involving Police and Fire Fighter units. Section 9 of Act 312 requires the arbitration panel to consider a number of criteria in arriving at its findings, as follows:

"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 agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, 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 factors, 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."

Some comment is appropriate on these factors as they pertain to this proceeding. (a) No issue is raised concerning the lawful authority of the Employer. The parties do not contend that the awarding of any of the respective offers would require the Employer to engage in unlawful acts ("ultra vires"). Certainly the Panel does not intend to issue any rulings that would require actions exceeding the City's lawful authority.

(b) The parties have agreed upon a number of matters, both procedural and substantive, and the Panel has acted in accordance.

(c) The public "interest and welfare" affect all parties to this dispute. The City expresses concern for its economic future based upon such matters as a tax appeal currently being litigated, the outcome of which, if adverse to the City, would diminish its revenues. It also sees prospective burden related to construction of a "Sewer Overflow Project". The City urges the Panel to adopt its view that the Union's demands, given these economic uncertainties, as well as for other reasons, are excessive.

The Union for its part insists its demands are reasonable and the City has the ability to incur their costs.

The Panel Delegates urge, respectively, these competing views. This Chair has commented in other, similar proceedings that it is safe to assume that many in the public would rather not pay higher taxes. That does not mean a particular community "cannot afford" them. Public interest is not necessarily equated with low taxes and cost containment. Public interest and the public welfare benefit from the services of a Fire Department whose compensation in terms of wages and benefits is appropriate to the importance of its contribution to that community.

By the same token, the Union must understand that simply because funds are "available", they do not necessarily become earmarked for wage/fringe benefit improvement. Some balance is essential.

(d) concerns the use of "comparables". The parties to this proceeding used only public employment as benchmarks. The parties agree on six comparable communities: Pontiac, Southfield, Ann Arbor, Livonia, Sterling Heights and Westland. The City's other comparable communities are Royal Oak, Dearborn Heights, St. Clair shores, Roseville and Taylor. The Union's other comparable communities are Detroit, Farmington Hills, and Warren.

The City also calls attention to the settlements of its other several bargaining units, so-called internal comparables.

The statute does not provide the criteria for determining what is a "comparable community". The measure is relative: Community A is more (or less) like Dearborn than Community B. The criteria to establish comparability generally relate to the purposes for which the analysis is being made. For example, if ability-to-pay is at issue, considerations of SEV and tax rates are primary criteria, also the nature of the tax base (residential, industrial-and-growing, industrial-and-rusting). If workload or safety issues are in dispute, as they may well be in the area of police and/or fire fighters, the criteria may be density of population, incidence of crime, deteriorating buildings, character of the industries.

The Chair finds that the communities that the parties agree upon plus Detroit, Royal Oak and Warren most aptly fit the concept of comparability. Communities with little industrial and/or commercial components have small relevance.

(e) The cost of living generally presents no major issue. The Employer notes that health care accounts for a large amount of the increase in living cost and calls attention to the circumstance that Fire Fighters have health insurance that is fully employer-paid.

(f) The criteria of overall compensation comprehends wages, fringe benefits, general employment security. The fringe benefits issues were resolved by the parties during these proceedings. The Employer estimates the additional costs of the settlement achieved on fringe benefits for the year beginning July 1, 1990 amount to 6.8 percent of payroll. The Employer also calculated the cost of fringe benefits for a Fire Fighter I with ten or more years of service and including costs of the fringe settlements for the new contract, to amount to \$3,773 in cash fringes; \$5,009 for health, dental and life insurance; \$5,081 for the cost of pensions. This is a total of \$13,863.

The Employer also emphasizes the job security enjoyed by Fire Fighters as well as what it views as a beneficial work schedule. It notes a Dearborn Fire Fighter is scheduled to work 121 days per year and actually works approximately 105 days per year.

(g) Changes during pendency of these proceedings have come about, as noted earlier, with the parties' settlement of many issues. These are noted under Factor (f).

(h) "Such other factors....normally...taken into consideration in the determination of wages" is a catch-all category. The Union's concerns with instituting changes in the wage differentials as well as its claim to a quasi-parity relationship with the police bargaining unit may be considered within this category.

The foregoing is an attempt at relating the very general statutory criteria to the specific considerations operating in the

instant case. This Opinion will now move to the economic issues requiring resolution: the wage increase and/or differentials for the first year of the contract, commencing July 1, 1990, and the same issues for the second year of the contract, commencing July 1, 1991. Each party's Final Offer is appended to this Opinion: the Last Best Offer of the City is Appendix A; the Last Best Offer of the Union is Appendix B.

IV. Wages and/or Wage Differentials

The parties agree that only two issues remain to be decided by the Arbitration Panel: Year One Wage and/or Differential Rates, and Year Two Wage and/or Differential Rates.

The City's offer is a four percent across-the-board increase in each year of the contract. It proposes no change in the differential between the various ranks.

The Union proposes for the first year a base increase that computes to slightly over seven percent. As can be seen in referring to Appendix B, the Union's demand is not expressed in a percentage but rather in a wage structure that incorporates the seven percent increase together with its proposed change in differentials. The Union's proposal establishes a wage schedule for each year of the contract accompanied with a proposal for phasing in the improvements. The Union's proposal for the second year of the Agreement continues the differentials established in its first-year proposal and includes a four percent increase.

The Union's Final Offer would produce these increases in wage levels over the level paid to the Unit in the year 1989-1990:

<u>Classification</u>	<u>Year One</u>	<u>Year Two</u>
Fire Fighter I & II	7%	11%
Fire Fighter III	12%	17%
Lieutenant	14%	18%
Captain	17%	22%
Battalion Chief	18%	23%
Fire Marshall	18%	23%

The bargaining unit, on average, would achieve a 10.8 percent wage increase in the first year of the contract, under the Union's Offer. Wages, in the second year, would go ahead by approximately four percent. For the two year period, the men would have achieved, on average, an increase over their June 30, 1990 wages, of more than 14 percent.

As will be seen by reading the Union's complete Offer in Appendix B, the Union proposes a graduated fold-in of the pay increase.

An increase in the wage level has an impact on other payments related to wages, for example, overtime pay, holiday pay, pension contributions (as a percent of wages), life insurance. The Employer calculates its wage bill for the two-year period, if the panel awards the Union's offer, as increasing by \$990,616.00. With "roll ups", the figure is \$1.3 million. If the City's offer is awarded, the increase in the wage bill will be \$517,163.00. With roll ups, the figure is \$668,000.00.

Several considerations persuade me that the Union's demands are excessive. First, the record does not support an award of the size sought by the Union. The Panel was shown no comparable Fire Fighting Unit that received this large an increase in the current bargaining period. (Factor (d)). The circumstance that Dearborn may rank, say, fourth or fifth among communities believed to be similar does not by itself require that Dearborn should be raised substantially higher. Wage rankings are simply a snapshot of what exists. The relative standings have evolved over a period of time and reflects each separate community's and respective bargaining unit's particular facts and circumstances, their demographics, their fiscal situations, the character of the community, and a myriad of considerations, many of which are represented by the Section 9 factors of the governing statute.

The evidence regarding wage settlements for the internal comparables, Dearborn's numerous employee units, both represented and non-represented, is that all units have settled at four percent for each of the two current years. Acknowledging that the police went ahead by one percent in each year of the prior contract period, nonetheless, I can find no basis to award an increase that averages over 10 percent in Year One, or 14.8 percent overall.

The Union's wage schedule seeks, by its demand for wage increases, to establish de facto parity with the police unit. The Union notes an historical relationship between Police Corporals and Fire Fighters between 1981 and 1987. The Union also looks to the differentials established in the Command Unit of the Police as a basis for awarding higher differentials to the Fire Fighters in the rank of Lieutenant and above.

The Union structured its offers for Years One and Two in a way that makes it impossible to alter the wage differentials without awarding an increase that the Panel finds excessive. To illustrate, the Union's offer for Year Two, if it could be taken by itself, is roughly the same as the City's, a four percent increase. However, the Union's four percent is incorporated into the schedule established by its offer for Year One. In essence, the Union, because it believes it is entitled to catch up with the police

force and because it believes its higher-ranked members are entitled to a greater differential in their wages, has linked these two elements -- wages and differentials -- inextricably. Given the way in which the Union has framed its Year Two offer, the Panel if it were to award Year One to the City, and Year Two to the Union, would be granting the Union's entire package, albeit somewhat delayed. The resulting increase would still far exceed the pattern of wage increases being implemented in the City as well as throughout the public sector of the State.

Factor (f) requires the Panel to take into account overall compensation (fringe benefits) as well as the unit's "continuity and stability of employment". Both of these elements weigh heavily for the Employer's position. This bargaining unit won an improvement in its new contract of over six percent in fringes. Health insurance continues to be fully paid for by the Employer when it is known the costs are steadily increasing. Further, the record supports the conclusion that the Fire Fighter bargaining unit enjoys stability of employment as well.

An argument made by the Union is that the City has not shown that differentials paid to police or other middle management pose a "problem". The Panel cannot accept that as a reason to institute substantial alteration within the relative rankings of this Department. It is not denied that the higher-ranked men in this bargaining unit do not enjoy the same differentials as are operative in some of the comparable communities. However, the evidence with respect to these other communities consists of general statements from the various job descriptions. If the Union seeks to achieve such major change of its internal wage structure, there must be a detailed job duty analysis to accompany and substantiate its demands.

The Union's wage demands, in light of all applicable Section 9 factors, is determined to be excessive. The City's offer is the more reasonable. The Panel thereby concludes that as between the two Final Offers, the Employer's Offer must be awarded.

DECISION

Year One:

The Panel awards the City's offer.

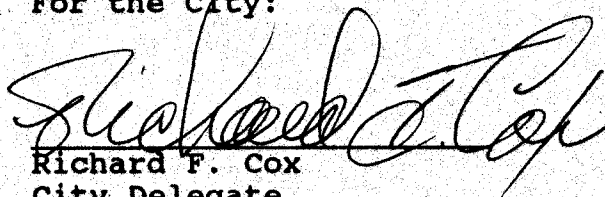
Year Two:

The Panel awards the City's offer.

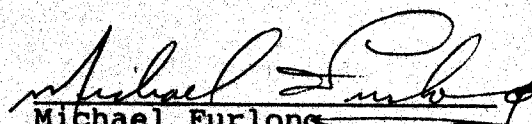
Each of the rulings set forth is supported by a majority decision of the Panel.


Chair

For the City:


Richard F. Cox
City Delegate
Concurring

For the Union:


Michael Furlong
Union Delegate
Dissenting

Date of Issuance: March 25, 1992

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION

CITY OF DEARBORN

-and-

Case No. D90 D-0592

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
Local 412, AFL-CIO

DISSENT OF UNION

The Union is extremely disappointed and dissatisfied with the award issued by the majority. The award fails to meet the statutory criteria because it is inconsistent with the evidence on the record. The award ignores substantial and convincing evidence which supports the Union's last offer for years one and two of the Collective Bargaining Agreement. While the majority have endorsed the Union's comparables and those comparable communities have pay scales which are even higher than that which was sought by Dearborn Firefighters, the Chairperson has failed to recognize this evidence. The Chairperson also fails to recognize the historic relationship between the wages of Dearborn Firefighters and Dearborn Police Officers which the Union's last offer of settlement would have endorsed.

In addition, the award fails to recognize the substantial and convincing effort put forth by the Union to show that

firefighters in other communities have comparable jobs to Dearborn firefighters and that the salaries of Dearborn firefighters ought to be consistent with their Union brothers in those comparable communities at higher ranks.

Because of these failures, the Union must not only refuse to endorse this award, but must vehemently dissent therefrom.


MICHAEL FURLONG

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
ACT 312 ARBITRATION PROCEEDINGS
BEFORE RUTH E. KAHN, CHAIRPERSON

In the Matter of
CITY OF DEARBORN
and
IAFF LOCAL 412

ACT 312

MERC NO. D90-0592

LAST BEST OFFER OF CITY OF DEARBORN

The City of Dearborn does hereby submit its last best offers as follows:

- | | |
|---|--|
| 1. Wages
effective July 1, 1990
through June 30, 1991 | Four percent (4.0%) increase
See Attachment A |
| 2. Wages
effective July 1, 1991 | Four percent (4.0%) increase
See Attachment B |

SECTION I

CLASSIFICATIONS AND RATES OF COMPENSATIONRATES OF COMPENSATION EFFECTIVE JULY 1, 1990 THROUGH JUNE 30, 1991

<u>No.</u>	<u>Class Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>					
02001	Firefighter I	(a)	26582	28859	30387	31911	33440	34966
02002	Firefighter II	-						36029
02003	Firefighter III	-						36768
02004	Fire Equipment Mechanic I	(b)						36029*
02005	Fire Equipment Mechanic II	(b)						38613
02006	Fire Equipment Mechanic III	-						41226
02007	Fire Prevention Inspector	(c)						38613*
02008	Fire Lieutenant	-						38613
02009	Fire Captain	-						41226
02010	Assistant Fire Marshal	-						41226
02011	Fire Marshal	-						46099
02012	Battalion Fire Chief	-						44972
02013	Deputy Fire Chief	-						46099

- (a) First 12 months - Minimum rate
 After 12 months and for 6 months - Second step in range
 After 18 months and for 6 months - Third step in range
 After 24 months and for 6 months - Fourth step in range
 After 30 months and for 6 months - Fifty step in range
 After 36 months - Maximum rate

- (b) *If employee is promoted from Firefighter II he shall be paid a rate equivalent to Firefighter III. If employee is promoted from Firefighter III and has had previous experience with equipment, he shall be paid 50% of the difference between Firefighter III and Fire Equipment Mechanic II. The balance shall be paid at the end of one year, or upon completion of required coursework, whichever is sooner.

- (c) *If employee is promoted from Firefighter II or III he shall be paid 50% of the difference between his rate and the rate for Fire Prevention Inspector upon promotion. The employee will receive the balance of new rate upon completion of required coursework.

SECTION I

CLASSIFICATIONS AND RATES OF COMPENSATIONRATES OF COMPENSATION EFFECTIVE JULY 1, 1991

<u>No.</u>	<u>Class Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>				
02001	Firefighter I	(a)	27645	30013	31602	33187	34778 36365
02002	Firefighter II	-					37470
02003	Firefighter III	-					38239
02004	Fire Equipment Mechanic I	(b)					37470*
02005	Fire Equipment Mechanic II	(b)					40158
02006	Fire Equipment Mechanic III	-					42875
02007	Fire Prevention Inspector	(c)					40158*
02008	Fire Lieutenant	-					40158
02009	Fire Captain	-					42875
02010	Assistant Fire Marshal	-					42875
02011	Fire Marshal	-					47943
02012	Battalion Fire Chief	-					46771
02013	Deputy Fire Chief	-					47943

- (a) First 12 months - Minimum rate
 After 12 months and for 6 months - Second step in range
 After 18 months and for 6 months - Third step in range
 After 24 months and for 6 months - Fourth step in range
 After 30 months and for 6 months - Fifth step in range
 After 36 months - Maximum rate
- (b) *If employee is promoted from Firefighter II he shall be paid a rate equivalent to Firefighter III. If employee is promoted from Firefighter III and has had previous experience with equipment, he shall be paid 50% of the difference between Firefighter III and Fire Equipment Mechanic II. The balance shall be paid at the end of one year, or upon completion of required coursework, whichever is sooner.
- (c) *If employee is promoted from Firefighter II or III he shall be paid 50% of the difference between his rate and the rate for Fire Prevention Inspector upon promotion. The employee will receive the balance of new rate upon completion of required coursework.

**UNION ISSUE 1
WAGES AND DIFFERENTIAL
LAST OFFER OF SETTLEMENT**

**ARTICLE XVI
CLASSIFICATIONS AND RATES OF COMPENSATION**

I. RATES OF COMPENSATION EFFECTIVE JULY 1, 1990

<u>No.</u>	<u>Class Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>					
02001	Firefighter I	(a) 27387	29733	31307	32878	34453	36027	
02002	Firefighter II	-					37122	
02003	Firefighter III	-					39629	
02004	Fire Equipment Mechanic I	(b)					37122	
02005	Fire Equipment Mechanic II	(b)					42152	
02006	Fire Equipment Mechanic III	-					46367	
02007	Fire Prevention Inspector	(c)					42152	
02008	Fire Lieutenant	-					42152	
02009	Fire Captain	-					46367	
02010	Asst Fire Marshal	-					46367	
02011	Fire Marshall	-					52279	
02012	Battalion Fire Chief	-					51003	
02013	Deputy Fire Chief	-					52279	

- (a) First 12 months - Minimum rate
 After 12 months and for 6 months - Second Step in Range
 After 18 months and for 6 months - Third Step in Range
 After 24 months and for 6 months - Fourth Step in Range
 After 30 months and for 6 months - Fifth Step in Range
 After 36 months - Maximum rate

- (b) * If employee is promoted from Firefighter II he shall be paid a rate equivalent to Firefighter III. If employee is promoted from Firefighter III and has had previous experience with equipment, he shall be paid 50% of the difference between Firefighter III and Fire Equipment Mechanic II. The balance shall be paid at the end of one year, or upon completion of required coursework, whichever is sooner.

- (c) *If employee is promoted from Firefighter II or III he shall be paid 50% of the difference between his rate and the rate for Fire Prevention Inspector upon promotion. The employee will receive the balance of new rate upon completion of required coursework.

II. WAGE DIFFERENTIAL

The differential between wages in ranks shall be no less than the following:

02001 Firefighter 1 (max rate)	= Dbn police corporal (max rate)
02003 Firefighter 111	= 10% over FF 1 (max rate)
02008 Fire Lieutenant	= 17% over FF 1 (max rate)
02009 Fire Captain	= 10% over Fire Lt.
02012 Battalion Fire Chief	= 10% over Fire Capt.
02011 Fire Marshall and 02013 Deputy Fire Chief	= 2.5% over Battalion Fire Chief

All existing and established comparable pay and rank titles shall be entitled to the same differential as indicated by the above schedule. (i.e. 02005 = 02007 = 02008). The same service increments applicable to Dearborn Police Sergeants and Dearborn Police Lieutenants shall be applicable to equivalent pay and rank titles for Firefighters.

III. RETROACTIVITY

The employer shall be obligated to make retroactive payments limited to 7.15624% for all classifications plus 25% of the difference between the effect of a 7.15624% raise and the amount resulting from the wage differential under Section II for the period of July 1, 1990 through December 31, 1990 and limited to 7.15624% for all classifications plus 50% of the difference between the effect of a 7.15624% raise and the amount resulting from the wage differential under Section II for the period of January 1, 1991 through June 30, 1991.

**UNION ISSUE 2
WAGES AND DIFFERENTIAL
LAST OFFER OF SETTLEMENT**

**ARTICLE XVI
CLASSIFICATIONS AND RATES OF COMPENSATION**

I. RATES OF COMPENSATION EFFECTIVE JULY 1, 1991

<u>No.</u>	<u>Class Title</u>	<u>Service Increment Interval</u>	<u>Rates of Compensation with Service Increment Added</u>				
02001	Firefighter I	(a) 28482	30922	32559	34193	35831	37468
02002	Firefighter II	-				38607	
02003	Firefighter III	-				41215	
02004	Fire Equipment Mechanic I	(b)				38607	
02005	Fire Equipment Mechanic II	(b)				43838	
02006	Fire Equipment Mechanic III	-				48222	
02007	Fire Prevention Inspector	(c)				43838	
02008	Fire Lieutenant	-				43838	
02009	Fire Captain	-				48222	
02010	Asst Fire Marshal	-				48222	
02011	Fire Marshall	-				54370	
02012	Battalion Fire Chief	-				53044	
02013	Deputy Fire Chief	-				54370	

- (a) First 12 months - Minimum rate
 After 12 months and for 6 months - Second Step in Range
 After 18 months and for 6 months - Third Step in Range
 After 24 months and for 6 months - Fourth Step in Range
 After 30 months and for 6 months - Fifth Step in Range
 After 36 months - Maximum rate

- (b) * If employee is promoted from Firefighter II he shall be paid a rate equivalent to Firefighter III. If employee is promoted from Firefighter III and has had previous experience with equipment, he shall be paid 50% of the difference between Firefighter III and Fire Equipment Mechanic II. The balance shall be paid at the end of one year, or upon completion of required coursework, whichever is sooner.

- (c) *If employee is promoted from Firefighter II or III he shall be paid 50% of the difference between his rate and the rate for Fire Prevention Inspector upon promotion. The employee will receive the balance of new rate upon completion of required coursework.

II. WAGE DIFFERENTIAL

The differential between wages in ranks shall be no less than the following:

02001 Firefighter 1 (max rate)	=	Dbn police corporal (max rate)
02003 Firefighter 111	=	10% over FF 1 (max rate)
02008 Fire Lieutenant	=	17% over FF 1 (max rate)
02009 Fire Captain	=	10% over Fire Lt.
02012 Battalion Fire Chief	=	10% over Fire Capt.
02011 Fire Marshall and 02013 Deputy Fire Chief	=	2.5% over Battalion Fire Chief

All existing and established comparable pay and rank titles shall be entitled to the same differential as indicated by the above schedule. (i.e. 02005 = 02007 = 02008). The same service increments applicable to Dearborn Police Sergeants and Dearborn Police Lieutenants shall be applicable to equivalent pay and rank titles for Firefighters.

III. RETROACTIVITY

The employer shall be obligated to make retroactive payments limited to 4% for all classifications plus 75% of the difference between the effect of a 4% raise and the amount resulting from the wage differential under Section II for the period of July 1, 1991 through December 31, 1991 and limited to 4% for all classifications plus 100% of the difference between the effect of a 4% raise and the amount resulting from the wage differential under Section II for the period of January 1, 1992 through June 30, 1992.