

1852

ARBITRATION

City of Detroit,

Employer,

and

Gr: Act 312 - Compulsory
Interest Arbitration

International Union of Operating Engineers,
Local 547, (EMMTA),

Union.

DECISION AND AWARD

PANEL OF ARBITRATORS

Mr. Roger Cheek, City Delegate
Director of Labor Relations Division
332 City-County Building
Detroit, MI 48226

Mr. Philip Schloop, Union Delegate
IUOE, Local 547
24270 W. Seven Mile Road
Detroit, MI 48219

Patrick A. McDonald, Neutral Chairperson
1700 N. Woodward, Suite A
Bloomfield Hills, MI 48304

I. APPEARANCES

For the Employer

Leonard Givens, Esq.
Miller Canfield Paddock & Stone
150 W. Jefferson, Suite #2500
Detroit, MI 48226-4415

For the Union

J. Douglas Korney, Esq.
Korney & Heldt
30700 Telegraph Road, Suite 1551
Bingham Farms, MI 48025

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II. INTRODUCTION

In this case, the labor organization, Local 547 of the International Union of Operating Engineers on behalf of the Emergency Mobile Medical Technicians and Trainees Association (EMMTTA), and the Employer, the City of Detroit did jointly select your undersigned Arbitrator as the impartial arbitrator and chairperson of an arbitration Panel in this matter. The balance of the arbitration Panel consisted of Mr. Philip Schloop, business manager of Local 547 IUOE, representing the labor organization, and Mr. Roger N. Cheek, Labor Relations Director of the City of Detroit, representing the Employer. Following a pre-hearing conference, an evidentiary hearing occurred on February 1, 1999 at the City-County Building in Detroit, Michigan. At that time both parties were ably represented and had the full opportunity of presenting testimony and exhibits before the Panel. A record was kept of the proceedings. Attorney Leonard Givens represented the Employer, and Attorney Douglas Korney represented the labor organization. The arbitration Panel met in deliberation concerning the matters in dispute on March 29, 1999.

All of these matters and facts were stipulated to the Bureau of Employment Relations, Department of Consumer Industry Services for the State of Michigan. By letter dated May 19, 1999, signed by Ms. Ruthanne Okun, Bureau Director, the Bureau acknowledged such proceedings, agreeing to pay its portion of the statutorily approved amount to the Chairperson for his services, and appropriately referring to this case as an

Act 312 proceeding. By letter dated June 10, 1999, the Michigan Employment Relations Commission ratified such actions, and appointed Patrick A. McDonald the impartial arbitrator and chairperson of the Arbitration Panel.

The issues before the Panel for resolution are:

- A. Union Issue: 25-year retirement.
- B. City Issue: Medical First-Responder Issue

Pursuant to the Act, the Panel shall adopt the final offer of settlement by one or the other party for each economic issue. The parties have stipulated that the Union issue in dispute is economic. The parties have further stipulated, and the Panel agreed, that all Act 312 statutory time limits are waived. The parties agree that the new contract would consist of the predecessor agreement as modified by the parties settlements and various issues, and also as modified by this Panel's award on the issues still in dispute.

III. THE STANDARD FOR THE PANEL DECISION

In pertinent part, Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest: The Arbitration Panel shall base its findings, opinions, and order upon the following factors as applicable:

- (A) The lawful authority of the Employers.
- (B) Stipulations of the parties.

- (C) The interest and welfare of the public and financial ability of the unit of government to meet these 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 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, and the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise, between the parties, in the public service or in private employment.

IV. FACTUAL BACKGROUND

The first witness testifying at the hearing was Mr. Jeffrey Keeton, the Business Representative of the Union representing the Emergency Mobile Medical Technicians and Trainees Association (EMMTTA). Mr. Keeton testified that there were approximately 220 employees in the unit. The unit covers four classifications: paramedics, specialists, emergency medical technicians, and trainees. Of the 220 employees in the unit, 100 were paramedics, 15 were specialists, and 105 technicians. Presently there are no trainees. Mr. Keeton indicated that Joint Exhibit 1, Public Act 179 of 1990 for the State of Michigan set forth the licensing standard for the classifications of paramedic, specialist and EM technicians. He differentiated in his testimony concerning the amount of treatment and medication administration that could occur depending upon a person's classification and licensing.

Mr. Keeton identified a Union proposal for changing Article 44 of the master labor agreement concerning retirement provisions. The present service retirement eligibility standard is thirty years. Under the Union proposal (Union Exhibit 1), that would be changed to 25 years. Mr. Keeton emphasized the fact that full retirement benefits would be available after 25 years of service, and that no member would suffer the loss of benefits as a result of modifying the present thirty-year standard to 25 years. This provision would hopefully be effective as of July 1, 1995.

Mr. Keeton identified an injury report prepared from Department records showing the number of injuries on the job from 1985 through 1989 (Union Exhibit 2).

While Mr. Keeton was testifying, Union Exhibit 3 was introduced into evidence. This is a standard report concerning injuries that occurred during the calendar year 1988 showing dates, trauma areas of injury, exposure and days lost (Union Exhibit 3).

Also received into evidence was an article on stress for the emergency medical technicians in the Detroit Fire Department. This report occurred as a result of a Union-sponsored study when 200 EMT Union members returned mailed questionnaires. The occupational stress index assessed strain, stress and coping on the job (Union Exhibit 4).

Mr. Keeton identified a compilation of EMS technicians in the City of Detroit unit dated April 22, 1997 showing seniority and numbers of medics and their years of seniority (Union Exhibit 5).

On cross-examination, Mr. Keeton acknowledged that the coverage would include five additional years of health insurance, and full coverage after 25 years of service. He stressed that such classifications are hazardous in their nature. Mr. Keeton further acknowledged that when the study was done within the unit, there were 201 members of the unit. Presently there are now 225 personnel in the unit.

The second witness called by the Union was Dr. Norman L. Jones, an actuary with the firm of Gabriel, Roeder, Smith & Company. Dr. Jones has his masters and doctorate in mathematics. His firm was retained by the City of Detroit as a consultant for their pension plans. Dr. Jones mentioned that there are basically two pension or retirement plans in effect for the City employees. The first is a plan for uniformed

employees covering those employees basically in the police department and fire department wearing uniforms. The second - much larger plan - covers all other City employees and is what is known as a general retirement plan.

Dr. Jones indicated that his firm was requested to prepare a memorandum and cost analysis of the Union proposal which would permit unreduced service retirement after 25 years versus the present 30 year standard. The cost, according to Dr. Jones, would be 1.44% of the payroll, or \$75,462.00 for the first year of the plan (Union Exhibit 6). He acknowledged that if the payroll is larger, then the dollar amount likewise would increase (Union Exhibit 6).

Testifying for the City was Mr. J. Edward Hannan, the Budget Director for the City and a 27-year employee. Mr. Hannan analyzed the impact of December, 1998 state legislation on City of Detroit revenue. He identified Employer Exhibit 1 which analyzed the state revenue sharing and municipal income tax for fiscal years 1998-99 through fiscal year 2008-09. According to Mr. Hannan, the City income tax rate would be reduced gradually from 1998 through 2008 by 1/10th of 1% each year. The same reduction would occur from non-residents as well. Column D of Employer Exhibit 1 reflects the cost of living and what it will take to buy present goods.

Mr. Hannan was familiar with the general pension fund. He stated that no other employees have a 25-year service retirement eligibility at the full rate in the general retirement plan. According to Mr. Hannan, the 25 and out retirement formula as

proposed by the Union, if applied to all general pension employees, would cost the City \$6 million plus the cost of hospital benefits.

Mr. Hannan then discussed the medical first responder plan or program which the City has been proposing in an effort to reduce the response time for emergency runs. Mr. Hannan identified an excerpt from the Mayor's address to the City Council on April 13, 1998 (Employer Exhibit 2).

The second witness for the City was Fire Commissioner James Bush, an employee for 29 years. Mr. Bush described the medical first responder program and the public safety response to individuals immediately. According to Mr. Bush, both Detroit firefighters and EMS employees would share the jurisdiction of medical responses to citizens.

Bush testified that the American Heart Association urges a response to emergencies within four to six minutes for medical emergencies, and eight to nine minutes for more advanced assistance. Presently, the average response in the City of Detroit is 12 to 15 minutes under EMS jurisdiction alone.

Mr. Bush identified a memorandum of understanding between the Emergency Mobile Medical Technicians and Trainees Association and the City of Detroit (Employer Exhibit 3). According to Mr. Bush, if the first responder program was implemented, Detroit firefighters would perform CPR. They would not, however, perform advanced medical assistance or transport victims and patients for further medical care.

The Union presented one witness in rebuttal. He was Mr. Jeffrey Keeton, business representative for the Local. Mr. Keeton indicated that Joint Exhibit 1 is the present state statute providing for medical first responder service within the State of Michigan. Mr. Keeton specifically cited Section 20906(9) which defines medical first response service as:

“A person licensed by the Department to respond under medical control to an emergency scene with a medical first responder and equipment required by the Department prior to the arrival of an ambulance and includes a fire suppression agency only when it is dispatched for medical first response life support. Medical first response service does not include a law enforcement agency as defined in Section 8 of Act 319 of the Public Acts of 1968...unless the law enforcement agency holds itself out as a medical first response service and the unit responding was dispatched to provide medical first response life support.”

According to Mr. Keeton, the certificate or license set forth in the statute limits the amount of medical service to be performed by the provider. The medical control authority guides what responders can do.

V. CONTENTIONS OF THE PARTIES

A. For the Union

In presenting its case, the Union witnesses testified that the Union is seeking what is commonly referred to as a “25-year and out” regular retirement benefit. Currently the members of the Emergency Mobile Medical Trainees and Technicians Association (EMMTTA) have a 30-year and out regular retirement benefit. In

presenting the Union case, Mr. Jeffrey A. Keeton, a business representative for Local 547, stated that if the proposal is granted, it would only apply to those persons who were members of the bargaining unit, and who are still serving as active City of Detroit employees as of July 1, 1995 and thereafter. This effective date position is consistent with the Union's evidentiary presentation regarding the anticipated cost of the proposed pension change.

The Union pointed to the high turnover rate of Detroit EMT's, and argued that the proposed change should be provided since most employees cannot be expected to adequately perform EMT duties for the current normal service retirement period of thirty years. According to the Union, "burnout" is the reason for the turnover. More specifically, the Union submits that the job is very physically demanding, thus causing the average body to wear out before thirty years of EMT service credit can be attained. Said service includes lifting, positioning, and transporting of human beings. It is heavy and awkward work, according to the Union. Moreover, EMT's are exposed to a constant barrage in changing mix of illnesses, contagious diseases, and health risks in general. Such factors exact a high incidence of injury, illnesses and debilitation among the EMT's.

A second closely related reason given by the Union for the high burnout and turnover rate is the many emotional stresses that EMS personnel are subjected to during the course of their normal duties. The Union submitted a report on EMT recorded injuries for the period 1985 through 1989 showing the nature of the job in terms of

danger, workloads, and the resulting types of injuries that occur (Union Exhibits 2 and 3).

Additionally, the Union cites the study entitled "Work Stress in Emergency Medical Technicians" by Ann Victoria Neale of the Department of Family Medicine, Wayne State University. This study, according to the Union, supports its assertion that high turnover rates among EMT's regularly occur. The study describes "burnout" for health care workers as "a syndrome of physical and emotional exhaustion involving the development of negative job attitudes, of poor self concept, and loss of concern for clients."

The Union asserts that the City has the financial ability to meet the cost of their proposed pension improvement. In support of that assertion, the Union offered the testimony of Norman L. Jones, and an actuary with Gabriel, Smith, Roeder and Jones. Mr. Jones has been an actuary for 34 years, and serves as the official actuary to both the City of Detroit's general retirement system, and its police and firemen's retirement system. The City stipulated that Mr. Jones is an expert on pension estimation cost matters.

On the issue of the medical first responder matter, the Union opposes the imposition of such action into its jurisdiction. Granting such a proposal could commence the diminishment of its jurisdiction in this segment of labor relations with the City of Detroit.

Furthermore, the Union indicated that currently the EMS Division averages about 125,000 runs per year, while the Fire Fighting Division averages about 33,000 runs. The Union expressed a concern that any significant increase in the number of runs by the Fire Fighting Division might have a major negative impact on the operations and maintenance of that Division's fleet of fire suppression vehicles, related equipment and supplies.

Adding a Medical First Responder Program in the Fire Fighting Division may further denigrate the fire service, unless the City increases the number of EMS Units available and limits, by protocol, the types of runs handled by the Fire Fighting Division under a Medical First Responder Program.

B. For the Employer

On the issue of 25-year retirement, the City asserts that the status quo should be maintained. It points to the fact that the emergency medical service personnel are members of the general retirement system. Employees within that general retirement system are all under the same period of service to be eligible for a full-service retirement. That period is currently thirty years, and has been so for quite some time. If this group of EMT employees were to change and receive a "25-year and out retirement plan", it is virtually certain that pressure will greatly increase from other general retirement employees who have been asking for a non-actuarially reduced 25-year pension for a number of years. Basically, according to the City, this amounts to a 23% improvement in pension.

The Employer points to the fact that if EMT service personnel feel that they cannot accumulate the necessary thirty years of service, they have the right to retire after 25 years, and begin to draw a pension immediately. While such a pension would be actuarially diminished, the fact is that what the employees of that unit are basically asking for is a substantial financial burden on the City of Detroit and its taxpayers. Those same citizens in Detroit have a right to realize the benefits of past negotiating agreements that have been struck with the Union over the years.

While not denying that police and fire personnel within the City receive 25-year pensions as a normal retirement, the fact is that such police and fire units are in a separate retirement plan. The EMTs demand for this important benefit offers no appreciable present day trade-off to the City of Detroit.

Importantly, the City asserts that its budget is not in a condition to be able to afford this Union demand. City Budget Director, Jay Edward Hannan, testified that he has worked for the City for 27 years, and that if the City is to survive financially, it must make sure that various departments are meeting their goals and living within their budget. The granting of this particular proposal would be the commencement of a very expensive employee benefit, according to the City. It will cause the opening of the flood gates for other groups of employees who are in the general retirement system.

Mr. Hannan discussed what recently occurred in the State Legislature with respect to two of the City of Detroit's most important sources of revenue; the City income tax and state revenue sharing. Mr. Hannan pointed out that for the next ten

years the City of Detroit's receipts from state revenue sharing will be frozen at \$332 million. However, the City's income tax rates will be going down steadily. These diminishments occur in ten equal annual reductions until the rates are eventually reduced by one-third.

The Employer also disputes the injury report data that was presented as not being sufficiently detailed to give an accurate picture of the amount and seriousness of the injuries being suffered by EMT's. According to the Employer, there is no showing that these injuries are so serious or have been occurring so frequently as to leave EMTs sufficiently any more debilitated from providing city services than any other group of employees.

The City likewise challenges the service time records of the EMT unit (Exhibit 5) as not demonstrating any less attainment of service time by other groups of employees who are not EMTs. While turnover might be somewhat higher among City EMTs, this would not constitute a legitimate basis for demanding that the City should seek to improve EMT retention through the institution of an expensive retirement improvement program.

The City also observes that the University study submitted by the Union was paid for by Local 547 of the International Union of Operating Engineers. Thus, the City questions its objectivity.

On the medical first responder issue, the Employer points to the testimony of Mr. James Bush who has been employed by the Detroit Fire Department for

approximately 29 years, and currently holds the position of Executive Fire Commissioner. In that capacity, Mr. Bush is in charge of all aspects of the entire Detroit Fire Department, including the Emergency Medical Services Division.

According to Mr. Bush, the current response time for EMS averages 12 to fifteen minutes. This is to be contrasted with the recommendation of the American Heart Association for a four to six minute response time for medical first responders, and eight to nine minutes for a more advanced crew to respond to an emergency. Hence, the institution of a firefighter/first responder program is absolutely necessary if the Department response time is to be reduced.

Mr. Jay Edward Hannan, the Budget Director for the City of Detroit testified that it is a priority of Mayor Dennis Archer of the City of Detroit to institute a medical first responder program. This priority was reflected in the Mayor's budget address, as well as in the summary of departmental operations.

The City points out that if the first responder program was implemented, Detroit firefighters would perform CPR, but would not, however, perform advanced medical assistance or transport victims and patients for further medical care. This is a safeguard, according to the City, to the Union's jurisdiction.

VI. ISSUES IN DISPUTE

Union Issue - 25-Year Retirement: Current contract language, Article 44a, Eligibility for Service Retirement Allowance - - Any employee who is covered by the provisions of this agreement, and who is a member of the general retirement system of

the City of Detroit, who on July 1, 1976, or later, has thirty (30) or more years of credited service, may retire upon his/her written application filed with the Board of Trustees setting forth the date which will be not less than thirty (30) nor more than ninety (90) days subsequent to the execution and filing of said written application he/she desires to be retired.

1. Union's Final Offer of Settlement - Amend Article 44 as follows:
 - a. Eligibility for service retirement of the present thirty years be changed to 25 years.
 - b. That all applicable provisions of retirement language be modified as not to conflict with this demand.
2. Employer's Final Offer of Settlement - Status Quo - same language as presently in Article 44 of the master labor agreement.

VII. DISCUSSION OF 25-YEAR RETIREMENT ISSUE

The City of Detroit EMS personnel involved in this particular dispute are a unique group of employees unlike other employees in the general retirement system. They are uniformed public safety personnel covered by the provisions of Public Act 312. Further, they are the only general retirement system employees working under the provisions of regulations growing from Public Act 179. Unlike other employees within the general retirement system, EMS personnel are regularly dispatched to stressful, hazardous and dangerous on-the-street situations to which uniformed police and fire personnel are also regularly dispatched. Working in close concert with these other

uniform public safety officers, they regularly face the dangerous hazards present in on-the-street emergency scenes, and have a great amount in common with fire and police personnel units.

Your Panel finds that these uniformed public safety officers consisting of police and firefighters traditionally have had a 25-year regular service retirement benefit program. This is the same type of program that the EMTs in this situation are seeking.

Dr. Neale's study submitted by the Union is supportive of the Union position.

We note in particular, Dr. Neale's conclusion when she states:

"Quality of patient care was not measured in this study, but it is probably adversely effected when health care professionals suffer from burnout or stress, and rapid turnover rates. Although little can be done in the short term about some of the issues that were related to EMT stress (such as the types of runs, being poorly treated by other professional groups, or the inadequate equipment), there may be some fairly simple interventions that could decrease the stress levels of EMTs."

Indeed, it may well be that the City of Detroit and its citizens will experience an unintended but important benefit which is a higher quality of patient care by EMTs.

Having members of EMS and the fire department work together, may well lessen the tension between them. Moreover, if both types of employees have the same period of service credit in order to qualify for regular unreduced pension, this will be one less difference between them.

While the arbitration panel recognizes that this study of Dr. Neale's is to be approached with caution because it was sponsored by the IUOE, the Panel concludes

there is little evidence to support the conclusion that the study is deliberately slanted in any manner to assure an outcome supportive of the Union's position.

Your Panel does appreciate the City's genuine concern about its delicate financial condition, and its ability to pay for this enhanced retirement benefit. Obviously, if such an award becomes the foundation for a general pattern for all general retirement employees, thousands of other employees within the general retirement system would increase the cost immeasurably.

At the same time, the approximate amount of \$76,000.00 in first year costs to cover EMS personnel is affordable by the City. Moreover, your Panel concludes that all other employees within the general retirement system are situated quite differently from EMS personnel. EMTs are uniformed on the street, public safety personnel similar to police and fire personnel. Indeed, the EMTs work closely with both City police and fire personnel on a regular basis. Like police and fire personnel, they are dispatched to many on-street emergency situations. They are uniformed like police and fire personnel as well. They undergo many of the same stresses and strains of police and fire personnel. All of these factors differentiate them from other employees within the general retirement system. As a result, your Panel concludes that the cost of the regular "25-year and out" pension in all probability will not be granted to other general retirement system members because of the uniqueness of EMTs. Moreover, the financial burden for the City of Detroit, should such a retirement benefit be granted to

other general retirement system members would be catastrophic to the City in its present financial condition.

In reaching a conclusion in this case, your Arbitration Panel finds that consideration has been given to the following statutory factors:

1. Comparisons of the condition of employment of other employees performing similar services.
 2. Comparisons of overall compensation received including consideration of pension benefits and continuity and stability of employment and other factors.
 3. The interest and welfare of the public and the financial ability of the City of Detroit to meet the cost of the proposal.
 4. Other statutory factors also considered by the Panel, though not discussed in detail herein, were found to be valid, and in support of the decision to be rendered.
 5. We find two statutory factors (Factors E and G) not to be applicable.
- Hence, your Arbitration Panel, after duly deliberating, concludes that the Union position is to be awarded on the issue of 25-year retirement.

VIII. EMPLOYER ISSUE IN DISPUTE

- A. **Medical First Responder Issue:** The current language is contained in Article 2, Recognition Clause of the master agreement between the

parties granting the Union exclusive jurisdiction over all pre-hospital care provided by the Detroit Fire Department.

B. City's Final Offer of Settlement:

1. A temporary experimental pilot program of "first response" may be instituted within the fire department of the City of Detroit by virtue of an agreement that may be reached between the fire department and the DFFA, the purpose of which is to assist in providing timely responses to the volume of emergency medical runs called into the fire department in which employees represented by the EMMTTA bargaining unit is currently assisting in handling.
2. There shall be twenty fire companies designated as "first responder"; ten from Detroit's east side and ten from Detroit's west side.
3. The EMMTTA will not grieve, file an unfair labor practice charge, lawsuit or institute any other charges or claims with any other agency or in any other forum for the purpose of attempting to block the startup or continuing operation of this temporary experimental pilot program.

At the conclusion of the pilot period, the program shall be evaluated for its effectiveness in (1) providing improved medical response times; (2) cost effectiveness,

and (3) compatibility with the EMS operations, after which the Department will meet with EMMTTA to outline the terms of the program's continuation, if any.

C. The Union's Final Offer of Settlement:

Maintain the status quo.

IX. DISCUSSION OF FIRST RESPONSE ISSUE

Your Arbitration Panel recognizes that according to City witnesses who testified without contradiction, that this issue is one of the top issues of the City, and its Mayor in terms of providing emergency vital services to its citizens.

The Panel was impressed by the testimony of Mr. James Bush a long-time veteran of the fire department of the City of Detroit, and currently the Executive Fire Commissioner. Mr. Bush noted that the American Heart Association presently urges response to emergencies within four to six minutes for medical emergencies, and eight to nine minutes for more advanced assistance. However, the present average response in the City of Detroit is 12 to 15 minutes under EMS jurisdiction. Hence, such a program could cut the response time up to 75% in some cases. Such a change and improvement in response time could mean the difference between life and death for a great number of human beings. If there is such a strong probability of improvement, then certainly, it should be explored.

At the same time, this Arbitration Panel can appreciate the Union's opposition to this proposal, as it would constitute a major relinquishment of pre-hospital care

jurisdiction on the part of the Union. The Panel does not take this jurisdictional issue lightly. Presently, there are four levels of state licensed pre-hospital care workers set forth in Joint Exhibit 1, the agreement. They include medical first responder, emergency medical technician, emergency medical technician specialist, and paramedic. Currently, the EMMTTA represents three of the four classifications in the City of Detroit fire department. No one is presently functioning as a medical first responder in the City of Detroit fire department.

Your Arbitration Panel finds that the strong probability of making a difference between life and death and saving of lives outweighs the genuine concern of the Union in protecting its jurisdiction. In this regard, your Panel accepts the testimony of Mr. Bush that if the first responder program was implemented, Detroit firefighters would perform CPR. They would, however, not perform advanced medical assistance or transport victims and patients for further medical care. In order to address the Union's concerns regarding the degradation of the Fire Fighting Division's service and the City's demand to implement a Medical First Responder Program, the Department must first develop protocol to ensure that the Medical First Responders are only utilized in life-threatening situations. This safeguards the Union's jurisdiction, yet, at the same time, dramatically improves a medical emergency response time.

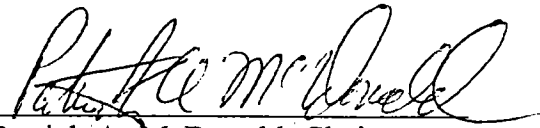
As a result, after duly deliberating on this issue, your Panel finds that the Employer's position is awarded.

XI. AWARD

A. UNION ISSUE - 25-YEAR RETIREMENT:

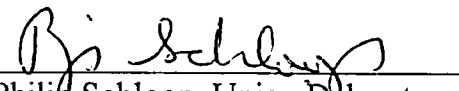
The Union's position is adopted. Article 44, Retirement Provisions, is to be amended to provide:

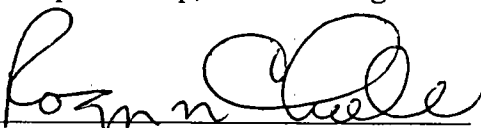
1. That the eligibility for service retirement of the present thirty (30) years be changed to twenty-five (25) years;
2. That all applicable provisions of retirement language be modified as not in conflict with the above demand;
3. That for the duration of this agreement, all employees have the right to purchase pre-employment military time for pension purposes.


Patrick A. McDonald, Chairperson

☒ Concur
☐ Dissent

☐ Concur
☒ Dissent


Philip Schloop, Union Delegate

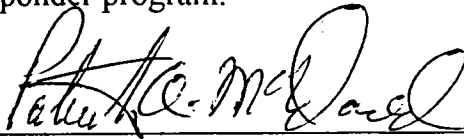

Roger Cheek, City Delegate

B. CITY ISSUE - FIRST RESPONDER PROGRAM


The City medical first responder proposal is adopted.

1. The Detroit Fire Department may institute a firefighter/medical first responder classification within the Department represented by the IAFF Local 344 in an effort to reduce the response time to a medical emergency. The firefighter/medical first responder shall only perform such medical duties commensurate with the state approved medical first responder training as described in Joint Exhibit 1.
2. The Department must develop protocol to ensure that Fire Fighters/Medical First Responders will only be used in immediate life threatening emergencies.
3. All employees of the Detroit Fire Department providing pre-hospital care at any of the following licensed levels shall be represented by the IUOE Local 547 (EMMTTA); (1) Emergency Medical Technician; (2) Emergency Medical Technician Specialist; and (3) Paramedic.
4. Transportation of the sick and injured shall only be performed by Detroit Fire Department personnel who are members of the IUOE Local 547 EMMTTA bargaining unit.
5. It is understood that a medical first responder program is only a supplement to an adequately-staffed, highly trained emergency medical

services unit. Therefore, there shall be no reduction in current emergency medical services, staffing, allocations, as a result of the implementation of the firefighter/medical first responder program, or in the expansion of such a service of the first responder program.


Patrick A. McDonald, Chairperson

☐ Concur
☒ Dissent


Philip Schloop, Union Delegate

☒ Concur
☐ Dissent


Roger Check, City Delegate

DATED: September 3, 1999