

1877

LAST BEST OFFERS

STATE OF MICHIGAN

EMPLOYMENT RELATIONS COMMISSION

INTEREST ARBITRATION DECISION AND AWARD
MERC Act 312 Case No. D86 E-1179

CITY OF INKSTER,

Employer

- and -

INKSTER FIRE FIGHTERS
LOCAL 1577

Labor Organization

Arising pursuant to
Public Act 312,
Public Acts of 1969
as amended.

ARBITRATION PANEL

Kenneth Grinstead, Chairperson
Grady Holmes, Employer Designee
James Leskun, Labor Organization Designee

APPEARANCES

MILTON SPOKOJNY
Oakland Hills Office Building
6735 Telegraph Road, Suite 320
Birmingham, Michigan 48010
Appearing on behalf of the Employer

ALISON L. PATON
Sachs, Nunn, Kates, Kadushin
O'Hare, Helveston and Waldman, P.C.
1000 Farmer Street
Detroit, Michigan 48226
Appearing on behalf of the Labor Organization

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

WAGES - FIRST YEAR
(Union Issue - Economic)

The Union's last best offer is an across-the-board wage increase for all job classifications in Article XXXII(2) of six (6%) percent effective July 1, 1986.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

WAGES - SECOND YEAR
(Union Issue - Economic)

The Union's last best offer is an across-the-board wage increase for all job classifications in Article XXXII(2) of two (2%) percent effective July 1, 1987.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

WAGES - THIRD YEAR
(Union Issue - Economic)

The Union's last best offer is an across-the-board wage increase for all job classifications in Article XXXII(2) of six (6%) percent effective July 1, 1988.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

ENGINEER DIFFERENTIAL
(Union Issue - Economic)

The Union's last best offer is to increase the annual wage rate for the Engineer classification in Article XXXII(2) to a rate five (5%) percent higher than the rate of a top-paid (Step 4) Fire Fighter, and add the following clause to Article XXXII(2):

"Effective July 1, 1986, the annual wage rate for the Engineer classification shall be five (5%) percent higher than the annual wage rate of a top-paid (Step 4) Fire Fighter."

The above to be effective July 1, 1986.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

EMERGENCY CALLBACK
(Union Issue - Economic)

The Union's last best offer is to modify Article VIII(e) to provide as follows:

"VIII. HOURS OF WORK

* * *

- (e) Firefighting personnel recalled to duty because of emergencies shall be compensated for the actual time worked but not less than four (4) hours. Such compensation shall be in accordance with Article IX, OVERTIME."

The above to be effective July 1, 1986.

[N.B. - The Union is withdrawing that part of its preliminary proposal which sought an increase in the pay rate to double time.]

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

PENSION MULTIPLIER
(Union Issue - Economic)

The Union's last best offer is to add a new clause to Article LI "Pension Changes", (1), so that said provision will provide as follows:

"LI. PENSION CHANGES

1. PENSION MULTIPLIER.

Effective July 1, 1985, the City of Inkster Policemen and Firemen Retirement System (hereinafter the Retirement System) shall be amended to provide that an employee member eligible for retirement under Section 18.3 of the Retirement System shall, upon his own application, be retired and shall receive a pension equal to his final average compensation multiplied by two percent (.02), multiplied by his number of years and fraction of a year of service to age 55, plus his final average compensation multiplied by one percent (.01), multiplied by his number of years and fraction of a year of service after age 55 to his date of retirement. This improvement shall cover all current employees and all future retirees. Provided, however, that, should a current employee elect to retire prior to July 1, 1985, his pension shall be calculated under the current Retirement System, but shall be recalculated on July 1, 1985, and he shall receive the improved pension effective July 1, 1985.

Effective June 30, 1989 the Retirement System shall be amended

to provide that the pension benefit for a member retiring on or after June 30, 1989 shall be equal to his final average compensation multiplied by 2.15% (.0215), multiplied by his number of years and fraction of a year of service to age 55, plus his final average compensation multiplied by one percent (.01), multiplied by his number of years and fraction of a year of service after age 55 to his date of retirement."

The above to be effective June 30, 1989.

**INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD**

**PENSION - NORMAL RETIREMENT ELIGIBILITY
(Union Issue - Economic)**

The Union's last best offer is to add to Article LI "Pension Changes" a new clause providing as follows:

"Effective June 30, 1989, the Retirement System shall be amended to provide that any member who applies for normal retirement on or after June 30, 1989 shall be eligible for normal retirement if he is fifty-two (52) years of age and has a minimum of twenty-five (25) years of service."

The above to be effective June 30, 1989.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

PENSION VESTING
(Union Issue - Economic)

The Union's last best offer is to add to Article LI "Pension Changes" a new clause providing as follows:

"A member who has 10 or more years of service shall have fully (100%) vested retirement benefits, not subject to forfeiture on account of disciplinary action, charges, or complaints. This provision shall apply to all persons who were in employee status on or after July 1, 1986."

The above to be effective July 1, 1986.

**INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD**

**PENSION ESCALATOR
(Union Issue - Non-Economic)**

The Union's last best offer is to add to Article LI "Pension Changes" a new clause providing as follows:

"Effective June 30, 1989, and applicable to all persons retiring on or after June 30, 1989, such retirees shall have their retirement benefit increased by two (2%) percent for each of the first ten (10) years following their retirement."

The above shall be effective June 30, 1989.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

HEALTH INSURANCE FOR RETIREES
(Union Issue - Economic)

The Union's last best offer is to modify Article XXVI(e) so as to clarify the language regarding the benefit now being provided to persons who retired prior to July 1, 1986, and to improve the benefit to be provided to persons who retire on or after July 1, 1986, as follows:

"XXVI. HOSPITALIZATION INSURANCE

* * *

(e) For persons who retired after July 1, 1977, the City shall pay one-half of the health insurance costs if the retiree chooses to pay the remaining fifty percent of the premiums.

For persons who retired after February 13, 1984, the City shall pay one-half of the insurance costs and shall further grant a freeze on the dollar amount of his/her portion of health insurance premiums as of the date of retirement, and any increase in said premiums which may be imposed after retirement shall be borne by the City. Upon reaching the age of eligibility for Medicare, the retiree will no longer be eligible for City hospitalization insurance.

For persons who retire after July 1, 1986, the City shall pay the full (100%) cost of health insurance, and upon reaching the age of eligibility for Medicare, the City shall pay the full (100%) cost of supplemental health insurance coverage which, together with Medicare, will maintain the same level of coverage previously provided.

The health insurance coverage provided in accordance with the foregoing provisions shall cover both the retiree and spouse, if any, and shall consist of the same level of benefits provided to current employees."

The above to be effective July 1, 1986.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

SICK LEAVE PAYOUT
(Union Issue - Economic)

The Union's last best offer is to modify Article XXIII(k) so as to provide the same payout for unused sick leave for resignations as is currently provided to persons who retire or die, as follows:

"XXIII. SICK LEAVE

* * *

- (k) Upon an employee's retirement, resignation, or death, the employee or his/her estate shall receive cash payment at his current daily regular rate of pay, excluding premium rates, for 75% of his accumulated sick time -- but not to exceed 150 days of payment for employee working 40-hour workweek, or 93 days for employee working a regular workweek in excess of 40 hours, (calculated based on 75% of 125 days). No payment is to be made for unused sick leave upon separation from City employment except retirement, resignation, or death."

* * *"

The above to be effective July 1, 1986.

[N.B. - The Union is withdrawing that part of its preliminary proposal which sought an increase in the amount of sick leave payout to 100% of all unused sick days.]

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

EDUCATION INCENTIVE ALLOWANCE
(Union Issue - Economic)

The Union's last best offer is to add a new clause to the collective bargaining agreement providing as follows:

"Effective July 1, 1986, an annual allowance in the following amount shall be paid to employees for credit hours earned in job-related subjects, or other subjects taken as part of a program leading to an associates or bachelors degree in Fire Science:

30 credit hours (or Fire Science Certificate)	\$200
60 credit hours (or Associates Degree)	\$300
90 credit hours	\$400
120 credit hours (or Bachelors Degree)	\$500

This annual allowance shall be paid in a lump sum at the end of the first pay period following July 1 of each year."

The above to be effective July 1, 1986.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

EMT ALLOWANCE
(Union Issue - Economic)

The Union's last best offer is to modify Article XXXII(3)(a) as follows:

"XXXII. JOB CLASSIFICATION AND PAY PLAN

* * *

3. (a) Effective July 1, 1986, EMT premium pay in the amount of Twenty-Five (\$25.00) Dollars per day shall be divided among Emergency Medical Technicians assigned to the rescue unit. EMT premium pay shall be paid quarterly, payments to be made in the first pay period after the end of each calendar quarter."

The above to be effective July 1, 1986.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

OVERTIME HOURLY RATE
(Union Issue - Economic)

The Union's last best offer is to clarify Article IX(a) to read as follows so that the language comports with actual practice:

"IX. OVERTIME

- (a) Overtime pay shall be paid for employees of the Firefighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or workweek (56 hours). In addition, employees shall be paid overtime for all actual hours worked in excess of two hundred twelve (212) hours in a twenty-eight (28) consecutive day period (cycle). Such overtime shall be paid at one and one-half (1-1/2) the employee's prevailing hourly rate, which for the purpose of this Agreement shall be deemed to be the annual salary for such employee, divided by 2,756 hours."

The above to be effective July 1, 1986.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

LONG-TERM DISABILITY INSURANCE
(Union Issue - Economic)

The Union's last best offer is to modify Article L(b) of the contract to provide as follows:

"L. INCOME PROTECTION DISABILITY

* * *

(b) Monthly Benefits begin after 90 consecutive days of disability and will be sixty (60%) percent of salary up to \$1,000 benefit per month, exclusive of overtime or other pay additives.

* * *"

The above to be effective upon issuance of the Act 312 award, except that the City may have a reasonable period, but not more than sixty (60) days after issuance of the award, to implement and place the above benefit in effect.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

UNIFORM, FOOD, AND LONGEVITY
(City Issue - Economic)

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

EMERGENCY AND FUNERAL LEAVE
(City Issue - Economic)

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

PERSONAL LEAVE
(City Issue - Economic)

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

EXTENSION CLAUSE
(City Issue - Economic)

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

HOURS AND OVERTIME (Art. 8(a) and Art. 9(a))
(City Issue - Economic)

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

OPTICAL AND DENTAL
(City Issue - Economic)

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

RESIDENCY
(City Issue - Economic)

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

**FORTY HOUR EMPLOYEES (Art. 9(b); Art.16;
Art. 23(b),(c), and (k); Art. 24(b)
(City Issue - Economic)**

The Union's last best offer is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

BARGAINING COMMITTEE (Art. 2(a))
(City Issue - Non-Economic)

The Union's final proposal on this non-economic issue is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

UNION BUSINESS
(City Issue - Non-Economic)

The Union's final proposal on this non-economic issue is to retain the status quo.

INKSTER FIRE FIGHTERS ACT 312
ARBITRATOR GRINSTEAD

GRIEVANCE PROCEDURE
(City Issue - Non-Economic)

The Union's final proposal on this non-economic issue is to retain the status quo.

MANPOWER/VOLUNTEERS
(City Issue - Non-Economic)

The Union's final proposal on this non-economic issue is that the current contract provisions remain unchanged, and that the status quo as it existed on July 1, 1986 (the first day of the contract now being arbitrated) be awarded by the panel. In other words, the Union's proposal is that the existing minimum manpower requirements and all the existing contract provisions be retained, and that the City's proposal to utilize volunteer or auxiliary fire fighters be rejected.

In the alternative, the Union's final proposal is that, even if the City is to be permitted to utilize auxiliary/volunteer fire fighters, at a minimum the following is required:

A) The existing minimum manpower requirements in Article 38(c) must be retained. (Likewise Article 2(e), although it could be corrected to comport with the actual practice of four (4) men).

B) There must be restrictions on the City's use of auxiliary/volunteer fire fighters in order to protect the bargaining unit. To that end, each of the following provisos is absolutely necessary, and must be added to current Article I(c):

- "1) The City agrees that so long as it utilizes auxiliary/volunteer fire fighters, it shall maintain a minimum full-time department strength of eighteen (18) professional fire fighters, and a minimum of four (4) professional fire fighters on duty at all times, excluding the Chief and Deputy Chief.
- 2) No auxiliary/volunteer fire fighters shall be utilized when any professional fire fighters are on layoff.
- 3) The City agrees that it will not provide better equipment to the auxiliary/volunteer fire fighters than it does to the full-time professional fire fighters.
- 4) The auxiliary/volunteer fire fighters shall not be utilized to work at the fire station, nor to drive rigs. They shall be utilized only for purposes of call-in to the emergency scene.
- 5) Off-duty professional full-time fire fighters shall be called in first to an emergency scene, or in the event of a general callback shall be called in simultaneously with the auxiliary/volunteer fire fighters.
- 6) Auxiliary/volunteer fire fighters arriving at the emergency scene shall be under the direction of the professional full-time fire

fighter in charge at the emergency scene."

The above shall be effective immediately upon issuance of the award.

CITY OF INKSTER

LAST BEST OFFER

RE: CITY OF INKSTER AND INKSTER FIRE FIGHTERS UNION
ACT 312 ARBITRATION
(MERC CASE NO. D86 E-1179)

UNION ISSUES: (Economic)

Wages (Article XXXII - Job Classification and Pay Plan)
See IAFF Wage Schedule
Attached as City Exhibit "A"

Engineer Wage Differential (Article XXXII - Job
Classification and Pay Plan)
City Position - No change to contractual language

Emergency Callback Pay (Article VII(e) - Hours of Work)
City Position - No change to contractual language

Pension (Article LI - Pension Changes and City Charter)

- A. Pension Multiplier
- B. Pension Normal Retirement Eligibility
- C. Pension Escalator
- D. Pension Vesting

City Position - No change to contractual language regarding
pension multiplier, pension normal
retirement eligibility and pension
escalator.

Regarding pension vesting, the City would
add a new provision for full (100%) vesting
after ten (10) full years of service. This
new provision shall take effect on July 1,
1989.

The foregoing City position regarding
pension issues are being proposed as a
single entity and cannot be separated.

Health Insurance for Retirees (Article XXVI(e) Hospital
Insurance)

City Position - No change to contractual language

Sick Leave Payout (Article XXIII(k) Sick Leave)

City Position - No change to contractual language (subject
to City's issue regarding 40 hour per week
employees, i.e. eliminate the following
language: "But not to exceed 150 days of
payment for employee working 40-hour work
week").

Education Incentive Allowance (Article XXII - Educational Leave)

City Position - The City would add a new section which provides as follows: "Each fire fighter, upon satisfactory completion of a bachelor's degree in the field of fire science, or an equivalent subject area, as approved by the city manager, shall receive an annual salary increment of \$400.00. Increments shall be paid in one lump sum in June of the fiscal year following presentation by the employee of satisfactory evidence or transcripts to the personnel director and upon authorization by the city manager.

EMT Allowance (Article XXXII(3)(a) - Job Classification and Pay Plan)

City Position - No change to contractual language

Overtime (Article IX(a) - Overtime)

City Position - The City would amend Article IX(a) to read as follows: "Overtime pay shall be paid for employees of the firefighting division in conformity with the overtime requirements of the Fair Labor Standards Act."

Long-Term Disability Insurance (Article L(b) - Income Protection Disability)

City Position - The City would amend Section (b) to read as follows: "Monthly benefits begin after 90 consecutive days of disability and will be sixty (60%) percent of salary up to \$1000 benefit per month, exclusive of overtime or other pay additives."

CITY ISSUES: (Economic)

Uniform, Food, and Longevity Allowances (Articles XXXI(a) - Uniforms, XXXIV (a) and (b) - Longevity pay, and XXXVI (a) and (b) Food Allowance)

City Position - The City would eliminate these sections effective on July 1, 1986 and add a new article entitled EQUIPMENT ALLOWANCE which provides as follows:
"(a) Each permanent employee, including probationary employees, shall be provided with an annual equipment allowance of \$550.00. This allowance is to be paid in full in October of each fiscal year. However, if an employee terminates his employment during the fiscal year, he shall return his unearned pro-rata share of his equipment allowance.

(b) New employees entering into the service of the fire department during the fiscal year shall receive an equipment allowance pro-rata over the amount of time left in the fiscal year in which they entered the department."

(c) Employees shall not be paid an equipment allowance for any period of duty disability or other absence from work which exceeds twelve (12) months duration.

(NOTE: It must be remembered and emphasized that the amount of money being eliminated in the uniform and longevity allowances have been folded into the City's offer regarding wages. These items have in actuality not been eliminated in terms of dollars)

Emergency and Funeral Leave (Article XVIII - Emergency and Funeral Leave)

City Position - Sections (a), (d), (e), (f), (j): The City would change the number of days from four (4) days to three (3) days in each of these sections.

Section (k): The City would amend Section (k) to read as follows: "Subject to the discretion of the fire chief, the City will allow up to four (4) employees who wish to attend the funeral or serve as a pallbearer at a funeral of a fellow employee or former employee who will be paid during the time they must be off the job, not to exceed eight (8) hours. Other employees may attend the funeral subject to the discretion of the City Manager, but will not be paid for the time they must be off the job, which time shall not exceed eight (8) hours."

Personal Leave Days (Article XXV - Personal Leave)

City Position - The City would amend this article as follows:

"Fire Department employees may be entitled to personal leave at the employee's request. Personal time shall be allowed at the discretion of the Chief or Personnel Director. In no event will personal leave time be authorized on holiday. Personal leave time shall require twenty-four (24) hours notice except that such notice may be waived by the Chief in the event of an emergency. Personal leave time shall not be used to extend vacations. Employees may use up to twenty-four (24) hours personal leave time each year. In no event shall an employee take less than four (4) hours personal leave. The personal leave granted

must be for specific blocks of time in four (4) hour increments approved by the Chief or the Personnel Director as to total length of time in hours."

Extension Clause (Article LIV - Extension)

City Position - The City would eliminate this article.

Hours and Overtime (Articles VIII(a) Hours of Work and IX(a) Overtime)

City Position - The City would amend Article VIII(a) to read as follows:

"The hours of duty shall be established by the fire chief in conformity with the requirements of the Fair Labor Standards Act. The Chief may schedule employees to work, at his discretion in conformity with the requirements of the Fair Labor Standards Act.

(NOTE: Eliminate provision that employees shall receive four (4) additional days off per year (quarterly leave days) to be taken pursuant to the Fire Chief's Memorandum dated November 28, 1983.)

The City would amend Article IX(a) to read as follows:

"Overtime pay shall be paid for employees of the firefighting division in conformity with the overtime requirements of the Fair Labor Standards Act."

Optical and Dental (Article XXXXVII - Optical and Dental Plan)

City Position - The City would eliminate this article and add a new article entitled Dental Plan to read as follows:

"Effective on January 1, 1989, the City agrees to pay a maximum of \$125.00 per year on behalf of each employee who elects in writing to participate in a city sponsored group dental program. The selection of the dental carrier shall be the sole responsibility of the City. It is understood that the employee shall pay the difference between the \$125.00 per year and the cost of the group dental program."

Residency (Article XXXXII - Residency)

City Position - The City would amend this article to read as follows:

"All persons covered by the terms of this agreement must, as a condition of continued

employment shall maintain legal and physical residency within the jurisdictional limits of the City of Inkster. Each current fire fighting employee presently living outside of the jurisdictional limits of the City of Inkster shall be required to move into the jurisdictional limits of the City of Inkster within eighteen (18) months of the rendering of the arbitration award and shall receive from the City the sum of Five Hundred (\$500.00) Dollars to defray the cost of moving into the City upon presentation of documentation that such move has been completed."

Forty (40) Hour Employees (Articles IX(b) - Overtime, XVI - Holiday Provisions, XXIII(b), (c) and (k) - Sick Leave, and XXIV (b) - Vacation Leave)

City Position - Eliminate Article IX(b), XVI, XXIII(b) and (c) and XXIV(b) and eliminate the following language from Article XXIII(k): "but not to exceed 150 days of payment for employee working 40-hour work week."

CITY ISSUES: (Non-Economic)

Bargaining Committee (Article II - Representation-Bargaining Committee)

City Position - Amend Article II(a) to read as follows:

"The employees shall be represented by a committee composed of three (3) employees."

Union Business (Article XXVIII - Union Business)

City Position - Amend Article XXVIII(a) to read as follows:

"(a) Regular employees elected to any Union Office may at the discretion of the City and upon written request of the Union, be granted leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union and with the approval of the City Manager. Leaves granted for Union officers shall be without pay and written request from the Union for such leave must be submitted to the City Manager at least thirty (30) days prior to the starting date of said requested leave of absence. Two representatives of the Union, elected as Local Union delegates to conventions shall be granted five calendar days a year with pay. Also, two Union representatives may be granted three calendar days a year with pay

to attend Union functions within a two-hundred mile radius from the city of Inkster, provided no two Union representatives are from the same working unit."

Grievance Procedure (Article VII (Step 1) - Grievance Procedure)

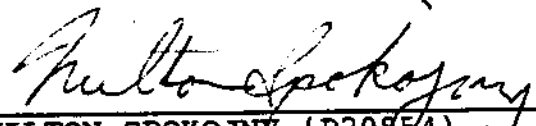
City Position - Amend this step to read as follows:

"A grievance shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Union Steward, and be presented to the Fire Chief within five (5) calendar days of its occurrence, but not to exceed fifteen (15) calendar days from the occurrence that is the subject matter of the grievance, if the existence of the grievance was not known within the first five (5) days of its occurrence. The grievance shall be prepared in detail and be dated. The Fire Chief will reply to the grievance in writing within five (5) calendar days of the date of presentation of the written grievance.

Manpower/Volunteers (Articles I(c) - Recognition, II(e) - Representation - Bargaining Committee, X(g) - Probationary Employees, and XXXVIII(c) - Working Conditions)

City Position - Eliminate these sections and any other sections that make it mandatory for the City to maintain minimum manpower requirements. And furthermore eliminate all sections that require the City not to employ or utilize volunteer or auxiliary firemen for the purpose of laying off or replacing members of the Fire Association.

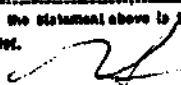
Respectfully submitted,



MILTON SPOKOJNY (P20854)
Inkster City Attorney
on behalf of Employer
6735 Telegraph
Suite 320
Birmingham, MI 48010
(313) 647-2112

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record of all parties to the above cause by mailing the same to them at their respective business addresses as disclosed by the pleadings of record herein, with postage fully prepaid thereon on the 10th day of FEBRUARY, 1980. I declare under the penalty of perjury that the statement above is true to the best of my knowledge and belief.



CITY EXHIBIT "A"

IAFF WAGE SCHEDULE 7/1/86 to 6/30/89

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
EFFECTIVE 7/1/86						
Firefighter	21776	25547	26100	26900	27550	28200
Engineer	22496	26419	26992	27820	28492	29164
Lieutenant						32303
				+3.07%	+5.56%	+8.05%

EFFECTIVE 7/1/87

Firefighter	21766	25547	26100	26900	27550	28200
Engineer	22496	26419	26992	27820	28492	29164
Lieutenant						32303

EFFECTIVE 7/1/88

Firefighter	21766	25547	26100	28400	29300	30200
Engineer	22496	26419	26992	29371	30302	31233
Lieutenant						34594
				+5.58%	+6.35%	+7.09%