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In The Matter of Arbitration Under Act 312  
Public Acts of 1969, as amended

Between

City of Ecorse, Employer

and

International Association of Firefighters,  
AFL-CIO, Local 1990, Union

MERC Case No. D92 C-0527

STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

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Background

Because of severe financial difficulties and several lawsuits brought against it, the City of Ecorse was put into Receivership by the Wayne County Circuit Court in December 1986. At that time Mr. Louis Schimmel was appointed as Receiver with extremely broad discretionary authority to put the City's finances in order. At the time he had vast authority to circumvent and re-negotiate existing Agreements with the City's bargaining units as well as other financial activities to straighten out the City's finances. Mr. Schimmel obviously approached his task with great gusto and succeeded in getting tremendous concessions from the various labor organizations, including many major givebacks from the Firefighters Union. As was aptly described in the Union's brief, it was not exactly an example of true, open and free collective bargaining but nevertheless the Receiver's actions did succeed in turning the City's finances around.

Among the concessions achieved by the Receiver from the Firefighters was the establishment of a part-time reserve

firefighters unit outside that bargaining unit and paid on an hourly basis with virtually none of the benefits accorded the regular full-time firefighters. The City then proceeded to hire these reserve firefighters, subjected many of them to training; several succeeded in becoming competent firefighters, some "washed out," some were disqualified on other grounds, etc.

The City began to implement its part-time reserve program in January of 1989. As turnover among this group proceeded, the City did not replace those who left so that by 1991 there were only ten firefighters in this unit and the City began to assign them full-time equivalent hours and paid them at the rate of \$5 per hour with no benefits.

Most of the remaining members of this unit testified at the Hearing that they were hired with the expectation that they would be promoted to the regular firefighting force and in the meantime would work the equivalent of full-time, but at the lower rate of pay. They claim that they were promised this by the Chief who recruited them directly. The City contends that the Chief had no authority to make such promises and did not bring in the Chief to deny that he did make those promises.

In December 1991 the firefighters in this "part-time" reserve unit filed a petition with MERC to be represented by a Union. In the process the majority of these members voted to be represented by the International Association of Firefighters, AFL-CIO, Local 1990. That Union was certified on March 6, 1992.

Around the time of the certification, the City added 12 more

persons to its reserve unit (Hereon to be referred to as Unit 2 as against Unit 1 [the regular full-time firefighters]). However prior to this the 9 members of Unit 2 worked full-time equivalent hours though part of it was a continuation of the then status quo under court order.

In the process of negotiation between the City of Ecorse and this new organization of "part-time" reserve firefighters an impasse was reached and mediation took place between the parties and Mr. James Amar of MERC. This too was unsuccessful and on June 10, 1992 the Union petitioned for arbitration under Public Act 312 of 1969 as amended. On August 20, 1992 Mr. Bernard Klein was chosen as the Panel Chair while Mr. Michael Kaysserian was chosen as the City's panel member and Mr. Stephen Parsell was chosen as the Union's panel member.

Mr. Gary Danielson presented the City's case while Mr. Michael McFerren presented the Union's position. A pre-Hearing Conference was held on October 27, 1992 and the first date of Hearing was held on January 12, 1993. At the first Hearing both parties waived the statutory time limits for this arbitration. The last day of Hearing was on January 21 with adequate times set for last best offers and post-Hearing briefs. The panel met on several occasions after the Hearings in an attempt to clarify the issues and help the parties to present their last offers.

The witnesses presented at the five Hearings were the following:

For the City

Dr. David I. Verway  
Louis Schimmel  
Richard J. Eva, Jr.  
Robert Diel  
Robert C. Hale

For the Union

Lt. Charles Lafferty  
Kevin Long  
Andres Maldonado  
Roland Saucedo  
Ron French  
Mark England  
Roberto Cruz  
Curtis Youkna  
Margarito Trevino  
Edward Madriga

General Observations

The major issue between the parties is a direct result of the decision during the Receivership to establish a part-time/reserve unit and then work the best trained and most competent 9 "part-time"/reservists the equivalent of full-time schedules. In so doing the City was of course able to save much money and still have a competent fire fighting force.

Much discussion and testimony was presented on both the virtues and shortcomings of this approach; comparables were presented and questioned and in general the panel does not intend to answer the question of the value or lack of value to the City of Ecorse of having a unit of part-time/reserves. This decision must be pursued by the political leaders of Ecorse in cooperation with its firefighting union(s). The concern of the panel is much more directed to the question of whether the 9 "part-time"/reservists were treated equitably and whether the City of Ecorse has the authority to continue these 9 men on a part-time status. This is the overriding issue in this entire arbitration. This issue more than any other illustrates the inadequacy of the

Last Best Offer Rule since each party took a fairly extreme position and either result would be detrimental to the parties and a fair compromise could have been worked out and ordered by the Panel but for the Last Best Offer Rule. The Panel must adhere to the Rule and will now discuss issue by issue.

### **ECONOMIC ISSUES**

#### **1. Wages and Hours**

These two issues are the fundamental issues of the entire Arbitration and its impasse. At issue is the basic one of whether the City of Ecorse can maintain a part-time/reserve unit of firefighters even though the Chief has utilized 9 of the members of this unit on a full-time equivalent of hours. This Panel is caught on the horns of a dilemma as to what might be better public policy for Ecorse and what would provide the community with possible better protection for both the firefighters and the citizenry versus the City's power to organize its firefighting responsibilities in a manner that the City leaders feel it can afford and that are not in violation of any labor.

Two factors lead the Panel to adopt the City's last offer on these issues. First here are the Offers.

#### **Position of the Union**

"On the effective date of this Agreement, firefighters working a 48 hour schedule will be paid according to the

following schedule:

At the effective date of Agreement	\$15,500
Six Months	17,500
One Year	19,500
Two Years	21,500
Three Years	24,500
Four Years	27,500
Five Years	Same as full paid firefighters in the other fire fighting bargaining unit."

Hours - All firefighters with an original seniority date on or before March 6, 1992 will work the same 48-hour platoon schedule, divided into 24 hour shifts, as firefighters in other bargaining unit.

#### Position of the City

Wages - "A. There shall be only one classification and it shall be entitled Part-time/reserve Firefighter.

B. Wages will be increased retroactively to the date of certification of this bargaining unit.

C. Wages shall be as follows

March 6, 1992 through June 30, 1993	\$8.00 per hour
July 1, 1993 through June 30, 1994	8.50 per hour
July 1, 1994 through June 30, 1995	9.00 per hour"

Hours of Employment: "The City shall determine the work schedules of all employees, however in no event shall such employees be allowed to work more than 25 hours per week,

excluding court time."

It would appear that the Chief found it useful to scheduled the 9 "full-time"/reserve members of Unit 2 to work regular shifts alongside members of Unit 1. For that reason one would think that the City would recognize this and integrate them into Unit 1 as soon as expedient. However it is questionable whether this Panel can do so for several reasons. One was that the City got the authority to establish a part-time reserve unit in its "bargaining" with Unit 1 during the Receivership. This was not changed in a subsequent Agreement with that Unit and while it might not be binding on negotiations with this Unit, to adopt the Union's position would in effect negate the City's ability to have such a part-time/reserve unit merely because 9 "part-timers" worked full-time. There was nothing in any Agreement or Understanding that spelled out the number of hours they could work and still be considered part-time reservists. It would appear that the men gladly worked those hours and no grievances were filed then or since by Unit 1 or the individuals later in Unit 2 regarding the number of hours worked.

As to the issue that they were promised regular jobs by the Chief, the Panel regretfully concludes that these were grown men at the time of hire and they should have demanded stronger guarantees and questioned the failure of the City to make good on the Chief's promises.

The Union's argument that the Chief was never reprimanded or punished for either his promises or his policy of using these men

full-time is not a strong enough argument to effectively dismantle a program agreed to albeit under pressure.

The City's personnel policies regarding the Chief are not for this Panel to interpret.

For the Panel to decide otherwise would in effect be a backdoor way of subverting the program of a part-time reserve unit and if this is a desirable goal it should be the subject of future bargaining. Therefore the Panel should regretfully adopt the City's offer regarding wages and hours and overtime.

## 2. EMT Pay

Both parties agreed that any member of the Unit who is certified by the state as an Emergency Medical Technician shall receive twenty-five cents per hour worked.

### Position of the Union

The Union requests the same hourly differential but assumes it on a full-time 48 hour work week while the City by implication bases its offer on the part-time hours worked.

The Panel in adopting the City's position on wages and hours must logically adopt the City's position on the EMT differential.

Several other issues related to full-time versus part-time also logically fall on the City's offer due to the maintaining (or restoring) the part-time nature of Unit 2. Issues such as vacation in which the City makes no offer and the Union seeks parity with the full-time fire fighters logically fall on the



City's side though some vacation time might have been accrued if not for the last best offer rule.

### 3. Holiday Pay

The Union makes no offer regarding holiday pay since their offer is based on parity with the full-time firefighters. The City has offered an extra "\$1.00 per hour above the normal hourly rate of pay, for hours actually worked during the 24 hour holiday period for the following specified holidays:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day."

The Panel adopts the City's offer for two reasons. One is the absence of a Union offer other than parity and the second reason is that the City's offer is fair and logical under the circumstances of a part-time/reserve unit.

### 4. Health Care Insurance

The City offers employees of this Unit 2 the opportunity to purchase health insurance through the City at the City's group rates. The Union seeks more extensive coverage once again predicated on full-time service. The Panel adopts the City's

offer though once again lamenting the demands of last best offer.

5. Life Insurance

The City offers members of this Unit a \$20,000 life insurance policy for death while on duty. The Union again seeks the benefits of the full-time bargaining unit and the Panel must logically adopt the City's position. It would be hoped that future negotiations would produce a more generous life insurance program for members of this unit but as of this Award the City's offer is adopted.

6. Court Time

The City's offer is that "employees will be paid regular wages for actual time spent at court, as approved by the City."

The Union made no offer on this issue again predicated their position on parity.

The Panel adopts the City's offer which is fair and logical.

7. Duty Connected Injury

The City has offered and the Union has accepted the City's offer. It is "In the event any employee becomes sick or injured in the performance of his duty as a firefighter and/or EMT, whether during scheduled hours or otherwise, he shall receive the difference between the pay he would have received as a firefighter and his Worker's Compensation benefits for the period of his disability, but in no event longer than two years."

The Panel adopts this provision.

#### NON ECONOMIC ISSUES

##### 8. Privately Owned Vehicles

The City offered the following language: "If an employee is required to use his privately owned vehicle for any management approved fire department business, he shall be reimbursed at the maximum IRS allowable mileage rate in effect at that time."

The Union's offer merely offers the same conditions as the other bargaining unit.

It again presupposes full-time firefighters and therefore in keeping with its basic decision as to wages and hours the Panel adopts the City's position.

##### 9. Schooling

The Union offers a comprehensive offer on schooling which is geared to full-time firefighters.

The City's offer is more appropriate to part-time firefighters as follows: "The City may, at its option, require union members to attend various educational classes and seminars. If required and directed by management, union members shall attend these required educational events. The City shall pay all costs related to said events including the cost of mileage, books and tuition. Union members shall be paid as regular hours worked for actual time in class, but not for travel time between the City and the educational site."

The Panel adopts the City's offer on this issue.

#### 10. Call In Time

The City has offered the following: "Any employee who is called in will receive two hours pay, or be paid for the actual number of hours worked, whichever is greater."

The Union makes no offer on this issue since they contemplated a full-time reserve unit. The Panel has rejected this basic assumption and therefore adopts the City offer on this issue.

#### 11. Overtime

The City's offer precludes any overtime work or pay since employees in this unit are not eligible to work more than 25 hours per week excluding court time.

The Union again is predicated on full-time work and therefore are opposed to this offer by the City.

While the City's offer is rather rigid and undoubtedly an angry response to the Union's overall offer, the Panel must adopt the City's offer though again it illustrates the weakness of the last best offer policy.

#### 12. Uniforms

The City has offered the following offer with regard to uniforms: "Newly hired part-time/reserve firefighters will be provided by the City with two work type uniforms, work shoes and

all necessary safety equipment. In addition the City will provide one new work uniform per year. Replacement of damaged uniforms or safety equipment shall be at the discretion of the Employer."

The Union's offer is: "The City shall pay to each member of the bargaining unit a clothing allowance of \$250 per year and a cleaning allowance of \$325 per year. Both cleaning and clothing allowances shall be paid during a period in July in each year."

Once again a compromise on this issue would be in order but the Panel is precluded from doing so. Therefore the Panel believes that the City's offer is much more appropriate for a part-time/reserve unit.

#### 13. Food Allowance

The City has made no offer on this issue while the Union has based its offer on full-time firefighters. There is no possibility of compromise so the Panel cannot rule on this issue.

#### 14. Parity

Position of the Union

"The firefighters in this bargaining unit will have parity with the other fire bargaining unit with respect to the following benefits: Purpose and Intent (Article 2), Representation (Article 4), Maintenance of Conditions (Article 5), Union Meetings (Article 8), Conventions (Article 9), Trading Time (Article 10), Firefighters Bill of Rights (Article 34), Hold

Harmless (Article 35), Grievance (Article 36), Safety Clause (Article 40)."

#### Position of the City

"If the concept of parity is to be considered by this Panel, parity can only be awarded on the basis of comparable part-time firefighters, i.e., the Cities of Riverview and Taylor.

#### Discussion

Obviously the choice to the Panel depends much on how the Panel rules on the question of wages and hours and the nature of Unit 2. It is unclear to the Panel as to why on these issues of parity the Panel must adhere to either the provisions of the City of Taylor or Riverview. The question should rather be framed as to whether these are matters that could apply to a part-time/reserve firefighter union. The answer to that question was answered when this Unit received certification from MERC and the City of Ecorse was required to bargain with this Unit.

Regardless of whether these parity items are considered economic issues as the City maintains or non-economic as the Union maintains, they are legitimate concerns of a Union and not to grant these items would virtually have the effect of denying this Unit its right of unionization under PERA. Obviously the Maintenance of Conditions clause should not be interpreted as prohibiting the City from returning members of this Unit to truly part-time scheduling since that question will be dealt with in the consideration of wages and hours. Certainly a contractual grievance procedure is basic to any labor agreement and is

essential to guarantee that these firefighters are not exploited and denied legitimate rights and conditions of employment. However it will be made clear in the wages and hours consideration that the Bill of Rights does not include a right to full-time hours or regular pay levels of Unit 1.

#### 15. Agreement

"This Agreement is effective as of March 6, 1992, by and between the City of Ecorse (hereinafter referred to as the Employer) and Local 1990 of the International Association of Firefighters AFL-CIO (hereinafter referred to as the Union)."

This was agreed to by the parties and adopted by the Panel.

#### 16. Duration

"This Agreement shall become effective on March 6, 1992 and shall continue in full force and effect until June 30, 1995." This offer by the City was agreed to by the Union and adopted by Panel.

#### 17. Management Rights

The parties agreed to the City's language on Management Rights.

#### 18. Ambulance Service

The parties agreed to the City's language on this issue giving the City the authority to terminate ambulance service

after discussion with the Union.

19. Memorandum of Understanding

Both parties agreed to the City's language on staffing. This language states, "It is agreed by the employer that at all times there will be present at the Ecorse Fire Department four firefighters whose complement may be made up by full-time firefighters and/or the Chief, and/or the Deputy Chief, and/or part-time reserve firefighters. It is agreed that this staffing complement represents the minimum number of firefighters on duty so as to insure reasonable safety of the firefighters.

20. Recognition and Union Membership

There is a serious dispute between the parties on these related issues which also relate to the basic question of part-time versus full-time firefighting units. The City's offer state that this Agreement covers an organization of all part-time/reserve firefighters employed by the City of Ecorse. Excluded from the coverage of this contract are Full-time Firefighters and Officers employed by the City of Ecorse.

Regarding Union membership the City has provided the equivalent of an "Agency Shop" clause for all part-time reserve firefighters.

The Panel is convinced that these two issues are not directly a subject of mandatory bargaining under Act 312. Those issues will however have been directly affected by the decision



of the Panel to maintain (and restore) the part-time status of the 9 firefighters in question and the other part-time reservists.

The Panel will therefore refrain from ruling on these two questions recognizing that by so doing they are leaving open to MERC and possibly to the courts the question of the make up and Recognition of the bargaining unit representing part-time/reserve firefighters that are the subject of this Award. It might also be possible for the parties to agree on these issues upon implementation of the other provisions of this Award.

#### 21. Physical Examinations

The City has offered the following: "All employees shall receive a complete physical examination of the expense of the City at least once in every 24 month period, as scheduled by the City. Such examination can, at the City's option, include a drug screen."

The Union is opposed to this provision especially in the matter of drug screen.

The Panel believes that the City should conduct physical exams of its Firefighters both for the protection of the City as well as for the firefighters. The Union in regard to other issues stressed the nature and risks of firefighting which would add legitimacy to the City's offer. While the Panel recognizes that drug screening is an invasion of privacy, the enormous responsibility placed on firefighters would point to the

necessity of this invasion. However to be sure that this is not done as a form of harassment the Panel would add the following sentence: "Drug screening as part of a City ordered physical examination shall only be conducted upon reasonable suspicion. Suspicion by the firefighter of use of drug screening as a form of harassment shall be a fit subject for the grievance procedure."

## 22. Trading Time

The City's offer would prohibit members of this unit from trading scheduled hours between fellow reserves or with full-time firefighters.

The Unions offer on this issue is merely "The existing practice of allowing employees to trade days and shifts shall be continued."

Inasmuch as the Union's proposal on this issue need not presuppose full-time reserves and can be applicable to part-timers, it is fairer than the City's offer and is adopted by the Panel.

## 23. Seniority

The City's offer on this issue is: "Part-time/reserve Firefighters shall have as their seniority date their most recent date of hire. Seniority shall be used for purposes of lay-off or recall only. A lay-off shall be deemed to have occurred only when the City has elected not to schedule a Part-time/reserve

Firefighter for any hours for an entire calendar month."

The Union's offer: "An employee's seniority is that employee's length of continuous service with the City from that employee's original hire date to the present. Periods of time during which an employee is off work due to a duty related illness or injury shall not be subtracted from the employee's seniority. Periods of time (in excess of one month) during which an employee is laid off, or is off work for a non-duty related illness or injury that is not otherwise covered by sick leave, shall be subtracted from an employee's seniority. Seniority will terminate if an employee resigns or is discharged for just cause. Firefighters in this bargaining unit may be laid off only in reverse order of seniority, with the least senior firefighters being laid off first."

The Union's offer is more definitive and can be applicable to a part-time/reserve unit and the Panel therefore adopts the Union's offer on this issue. The Union's position on seniority can also be applied to the issue on promotions which follows.

#### 24. Promotions

The City has made no offer since it does not contemplate any system of promotions in or from this bargaining unit.

The Union on the other hand offers:

"1. All vacancies in the other firefighter bargaining unit shall be filled by promotion from this firefighter bargaining unit only. No individual may be hired into the other

firefighting bargaining unit unless that individual has first served in this firefighter bargaining unit and unless that individual has first served in this firefighter bargaining unit, and unless that individual satisfies the requirements of this Article.

2. All promotions from this firefighter bargaining unit to fill vacancies in the other firefighter bargaining unit shall be made solely on the basis of seniority."

This issue is probably the second most crucial and controversial one of this Arbitration. Ordinarily one would expect that the City would welcome the Union's position in that it would provide the other bargaining unit and the community with the most experienced and trained firefighters for the full-time unit. Yet the Panel has learned that the City is opposed to it for reasons of affirmative action and that it does not wish to have its hands tied in recruiting for the full-time bargaining unit.

It would seem good public policy to enable members of the part-time/reserve unit to anticipate promotion and advancement. This is especially true with those who have worked full-time schedules while in the part-time/reserve unit. Yet one can also understand the City's desire to have its firefighting force reflect more accurately the racial and ethnic make-up of the community even though to the Panel's knowledge the City has never been cited for discriminatory hiring practices in the recent past.

The Panel considers this to be a non-economic issue and will attempt to choose a position somewhere between the City's total opposition to giving these unit members the consideration they deserve and the Union's position of absolute rigidity and seniority to the almost total exclusion of other factors.

The Panel would propose the following: Vacancies in the full-time firefighting unit shall wherever possible and feasible be filled by members of this bargaining unit on the basis of seniority. Where the City or the Fire Department sees fit to bypass the relevant part-time/reserve firefighter or go outside the ranks in its recruiting, it shall provide said relevant part-timer with the reasons for bypassing him and he shall have recourse to the grievance procedure if he desires to challenge the bypass.

The Panel believes that this language can provide occasional exceptions but would generally provide incentive for high performance by the members of this bargaining unit.


#### Conclusion

This Panel has attempted to arbitrate a most difficult impasse and compensate and adjust for some errors committed by the parties which led to this impasse. It would be hoped that the Award can settle some of the sticky issues at least for the duration of this Agreement. Relevant portions of this Agreement are retroactive to March 6, 1992 including the back pay recognized as an obligation by the City.

The Panel considered the issues presented to it and the Award responds to those issues as well as some to which the parties agreed. It did not consider all issues to which the parties are in or may yet reach agreement.

The Panel thanks the parties and their representatives for very competent presentations and sincerely hopes that the parties can enjoy a period of peaceful and productive service to the people of Ecorse.

Respectfully submitted,

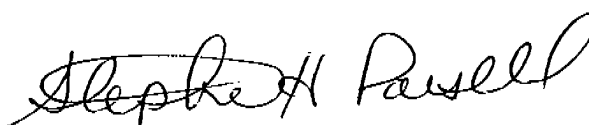


Bernard Klein  
Panel Chairman

Dated: Detroit, Michigan  
April 30, 1993



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

I DISSENT ON THE  
OVERALL PACKAGE (AWARD)

Award

## Economic Issues

## 1. Wages and Hours

Wages shall be as follows:

March 6, 1992 through June 30, 1993	\$8.00 per hour
July 1, 1993 through June 30, 1994	8.50 per hour
July 1, 1994 through June 30, 1995	9.00 per hour

The City shall determine the work schedules of all employees, however in no event shall such employees be allowed to work more than 25 hours per week, excluding court time.

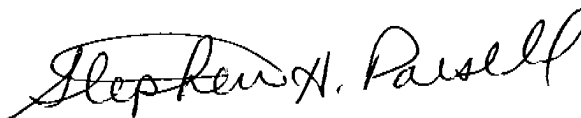
Dated: Detroit, Michigan  
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Bernard Klein  
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Panel Member

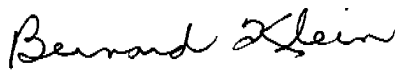


Stephen Parsell  
Panel Member

## 2. EMT Pay

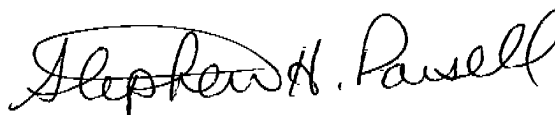
In addition to the compensation set forth in the Article entitled Wages, any member of the bargaining unit who is certified by the state as an Emergency Medical Technician shall receive twenty-five cents per hour worked.

Dated: Detroit, Michigan  
April 30, 1993

  
Bernard Klein  
Panel Chairman



Michael Kaysserian  
Panel Member

  
Stephen Parsell  
Panel Member



### 3. Holiday Pay

Employees shall receive \$1.00 per hour above their normal hourly rate of pay, for hours actually worked during the 24 hour holiday period for the following specified holidays:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Fourth of July  
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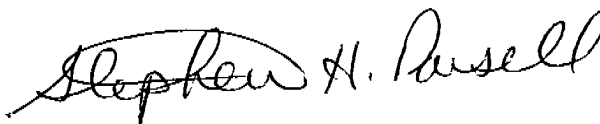
Dated: Detroit, Michigan  
April 30, 1993



Bernard Klein  
Panel Chairman



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

#### 4. Health Care Insurance

Employees will be given the opportunity to purchase hospitalization insurance, through the City at the City's group rates, for Health Alliance Plan and/or Health Care Network coverage. The City will not contribute toward the cost of such plans but will make such coverage available to employees at the City's normal group rates. It will be the employee's responsibility to make necessary payments fifteen days prior to the next month or they will be dropped until the next re-enrollment period.

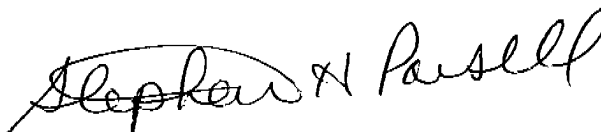
Dated: Detroit, Michigan  
April 30, 1993



Bernard Klein  
Panel Chairman



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

5. Life Insurance

The City shall provide each employee with a \$20,000 death benefit for any death of an employee which occurs while that employee is on duty. No benefit coverage will be extended for off duty death.

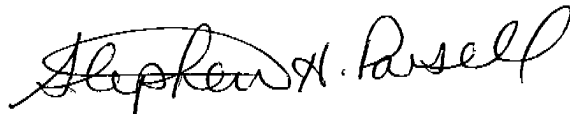
Dated: Detroit, Michigan  
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Panel Member

## 6. Court Time

Employees will be paid regular wages for actual time spent at court, as approved by the City.

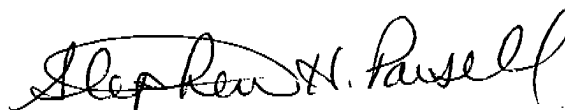
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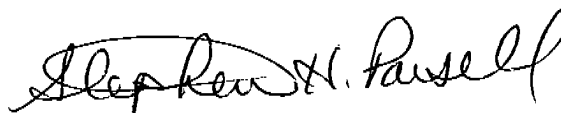
Dated: Detroit, Michigan  
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7. Duty Connected Injury

In the event any employee becomes sick or injured in the performance of his duty as a firefighter and/or EMT, whether during scheduled hours or otherwise, he shall receive the difference between the pay he would have received as a firefighter and his Worker's Compensation benefits for the period of his disability, but in no event longer than two years.

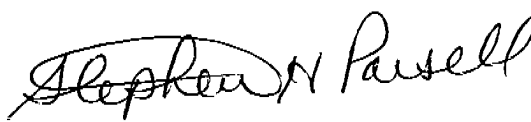
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8. Privately Owned Vehicles

If an employee is required to use his privately owned vehicle for any management approved fire department business, he shall be reimbursed at the maximum IRS allowable mileage rate in effect at that time.

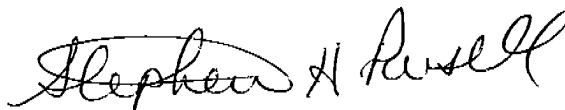
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Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

## 9. Schooling

The City may at its option, require union members to attend various educational classes and seminars. If required and directed by management, union members shall attend these required educational events. The City shall pay all costs related to said events including the cost of mileage, books and tuition. Union members shall be paid as regular hours worked for actual time in class, but not for travel time between the City and the educational site.

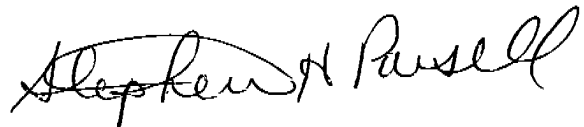
Dated: Detroit, Michigan  
April 30, 1993



Bernard Klein  
Panel Chairman



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member



## 10. Call In Time

Any employee who is called in will receive two hours pay, or be paid for the actual number of hours worked, whichever is greater.

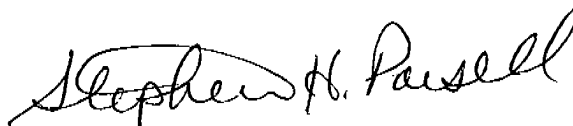
Dated: Detroit, Michigan  
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Michael Kaysserian  
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Stephen Parsell  
Panel Member

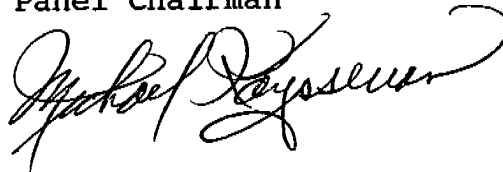
## 11. Overtime

Overtime provisions are not necessary in this Agreement as employees in this bargaining unit are not eligible to work sufficient hours to reach the overtime threshold.

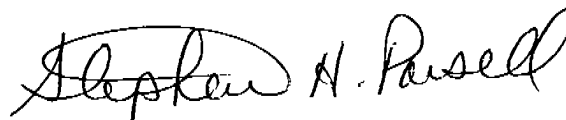
Dated: Detroit, Michigan  
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Stephen Parsell  
Panel Member

## 12. Uniforms

Newly hired part-time/reserve firefighters will be provided by the City with two work type uniforms, work shoes and all necessary safety equipment. In addition the City will provide one new work uniform per year. Replacement of damaged uniforms or safety equipment shall be at the discretion of the Employer.

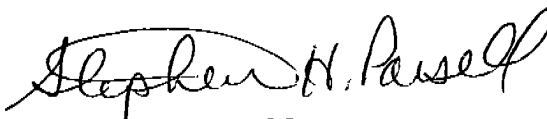
Dated: Detroit, Michigan  
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Panel Chairman



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Panel Member



Stephen Parsell  
Panel Member

## 13. Food Allowance

The Panel makes no provision for food allowance for members of this Unit.

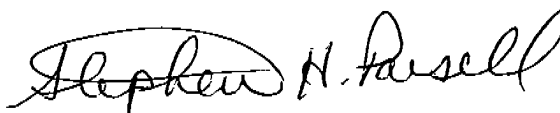
Dated: Detroit, Michigan  
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Stephen Parsell  
Panel Member

## Non Economic Issues

## 14. Parity

The firefighters in this bargaining unit will have parity with the other firefighter bargaining unit with respect to the following benefits: Purpose and Intent, Representation, Maintenance of Conditions, Union Meetings, Conventions, Trading Time, Firefighters Bill of Rights, Hold Harmless, Grievance, Safety Clause.

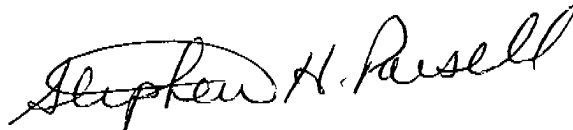
None of these parity items shall be used to deny the City its authority to effectively maintain a part-time/reserve firefighting unit for the City of Ecorse.

Dated: Detroit, Michigan  
April 30, 1993



Bernard Klein  
Panel Chairman

Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

## 15. Agreement

This Agreement is effective as of March 6, 1992, by and between the City of Ecorse (hereinafter referred to as the Employer) and Local 1990 of the International Association of Firefighters AFL-CIO (hereinafter referred to as the Union).

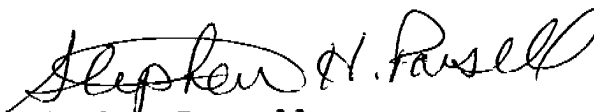
Dated: Detroit, Michigan  
April 30, 1993



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Panel Chairman



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

## 16. Duration

This Agreement shall become effective on March 6, 1992 and shall continue in full force and effect until June 30, 1995.

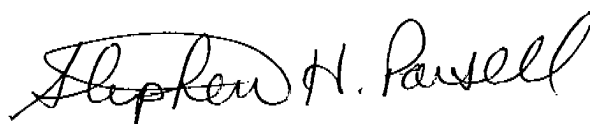
Dated: Detroit, Michigan  
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Panel Chairman



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

## 17. Management Rights

A. Except as expressly restricted by the terms of this Agreement, all rights to manage the affairs of the City and the Fire Department are reserved to the Employer.

B. The City in the course of its exercise of its sole right to manage the affairs of the City, may make reasonable rules and regulations not in conflict with this Agreement.

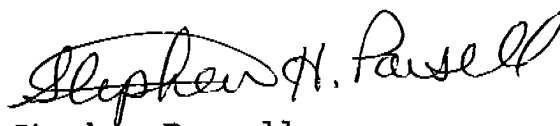
Dated: Detroit, Michigan  
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Panel Chairman



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member



## 18. Ambulance Service

The employer shall at its option be permitted to terminate the Fire Department Ambulance Service after having had a full discussion on the matter with the union concerning such proposed action.

Dated: Detroit, Michigan  
April 30, 1993

*Bernard Klein*

Bernard Klein  
Panel Chairman

*Michael Kaysserian*

Michael Kaysserian  
Panel Member

Stephen Parsell  
Panel Member

## 19. Memorandum of Understanding

It is agreed by the employer that at all times there will be present at the Ecorse Fire Department four firefighters whose complement may be made up by full-time firefighters an/or the Chief, and/or the Deputy Chief, and/or part-time/reserve firefighters. It is agreed that this staffing complement represents the minimum number of firefighters on duty so as to insure reasonable safety of the firefighters.

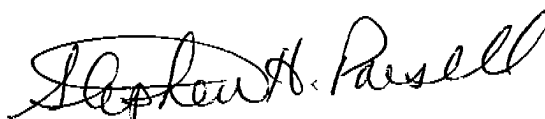
Dated: Detroit, Michigan  
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Bernard Klein  
Panel Chairman



Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

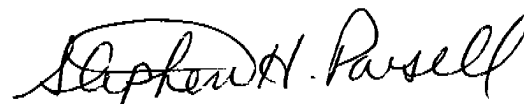
20. Recognition and Union Membership

The Panel agrees that this is not a subject of mandatory bargaining and refrains from ruling on these issues.

Dated: Detroit, Michigan  
April 30, 1993

  
Bernard Klein  
Panel Chairman

Michael Kaysserian  
Panel Member

  
Stephen Parsell  
Panel Member

## 21. Physical Examinations

All employees shall receive a complete physical examination at the expense of the City at least once every 24 month period as scheduled by the City. Such examinations can, at the City's option, include a drug screen.

Drug screening as part of a City ordered physical examination shall only be conducted on reasonable suspicion. Suspicion by the firefighters of the use of drug screening as a form of harassment shall be a fit subject for the grievance procedure.

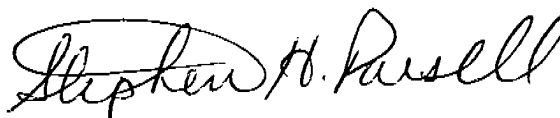
Dated: Detroit, Michigan  
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Michael Kaysserian  
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Stephen Parsell  
Panel Member

## 22. Trading Time

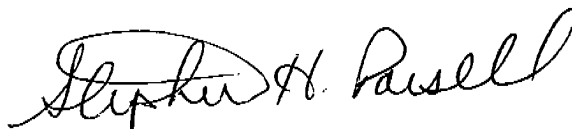
The existing practice of allowing employees to trade days and shifts shall be continued.

Dated: Detroit, Michigan  
April 30, 1993



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Panel Chairman

Michael Kaysserian  
Panel Member



Stephen Parsell  
Panel Member

## 23. Seniority

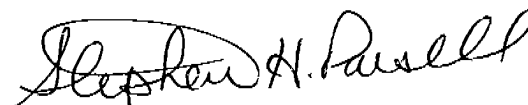
An employee's seniority is that employee's length of continuous service with the City from that employee's original hire date to the present. Periods of time during which an employee is off work due to a duty related illness or injury shall not be subtracted from the employee's seniority. Periods of time (in excess of one month) during which an employee is laid off, or is off work for a non-duty related illness or injury that is not otherwise covered by sick leave, shall be subtracted from an employee's seniority. Seniority will terminate if an employee resigns or is discharged for just cause. Firefighters in this bargaining unit may be laid off only in reverse order of seniority with the least senior firefighter being laid off first.

Dated: Detroit, Michigan  
April 30, 1993



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Panel Chairman

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Panel Member




Stephen Parsell  
Panel Member

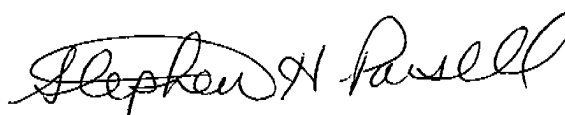
## 24. Promotions

Vacancies in the full-time firefighting unit shall wherever possible and feasible be filled by members of this bargaining unit on the basis of seniority. Where the City or the Fire Department sees fit to bypass the relevant part-time/reserve firefighter or go outside the ranks in recruiting, it shall provide said relevant firefighter with reasons for bypassing him and he shall have recourse to the grievance procedure if he desires to challenge the bypass.

Dated: Detroit, Michigan  
April 30, 1993

  
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Panel Chairman

Michael Kaysserian  
Panel Member

  
Stephen Parsell  
Panel Member