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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

UNDER ACT 312, PUBLIC ACTS OF 1969,
AS AMENDED

IN THE MATTER BETWEEN:

TOWNSHIP OF LEONI (Employer) (Township)

MERC CASE
NO. L83 F-580-M

-and-

LOCAL 1766 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
MICHIGAN STATE FIREFIGHTERS
UNION, AFL-CIO-CLC (Union)

OPINION AND AWARD

APPEARANCES:

CHAIRMAN:	<u>Mario Chiesa</u>
UNION DELEGATE:	Virgil H. Carroll
EMPLOYER DELEGATE:	David Phelps
FOR THE UNION:	Willard F. Rappleye 511 South Jackson Jackson, Michigan 43203
FOR THE EMPLOYER:	Robert D. Flack 329 West Franklin Jackson, Michigan 49201

INTRODUCTION

A Petition for 312 arbitration was received by MERC on August 9, 1983. Subsequently the Chairman was appointed via a notice dated September 22, 1983.

A pre-arbitration conference was held in Mr. Flack's office on December 5, 1983. The hearing took place on January 9, 1984, at the courthouse in Jackson, Michigan. Briefs were filed and this Opinion and Award follows as soon as possible.

5/7/84

Leoni, Township of

STIPULATION AND ISSUES

The parties stipulated that the Collective Bargaining Agreement would have a term of one year commencing with July 1, 1983, and terminating on June 30, 1984. By written stipulation the parties agreed there were only two issues. The first issue was wages and the parties agreed it should be characterized as economic. The second issue was called "minimum manning" and there was no agreement as to whether the issue should be characterized as economic or non-economic. After hearing proofs on the issue and prior to the end of the hearing, the panel characterized the issue as economic. The Union's delegate dissented.

Both parties waived all of the time limits in the statute and agreed the matter was properly before the panel for determination.

More agreements and understandings will be discussed as they become relevant.

DISCUSSION AND FINDINGS

GENERAL

Leoni Township is located in Jackson County. Leoni, Blackman Township and Summit Township are all in the general geographical area and surround the City of Jackson.

Leoni has approximately 56 square miles. Summit Township has approximately 32 square miles and it appears that both Blackman and Summit have a higher population than Leoni, even though Summit has much less industry, while Blackman has more "high-rise" buildings. Blackman Township employs public safety officers who are cross-trained as both policemen and firefighters. However, it appears data in the record regarding Blackman relates to when there were firefighters.

Up until approximately seven or so months ago Leoni maintained three fire stations. However, this was reduced to two stations.

The bargaining unit is made up of twelve firefighters and one clerk dispatcher. The north station has two pumpers, a rescue unit, two grass rigs and a tanker. The southern station has two pumpers, a tanker, a rescue unit and a grass rig.

Generally there are two firefighters on duty at any one time at each station. This may vary with vacations and other leaves. However, the general complement on duty at any one time is four firefighters. Thus, it is apparent that the maximum manpower reply from any one station under the best of conditions would be two firefighters. Generally the response is one firefighter per rig.

The Department also maintains approximately fifteen to thirty volunteers. They also respond to fires with varying degrees of promptness, along with the full-time firefighters from the station and perhaps full-time firefighters who are off duty at the time.

In the past couple of years it appears that the number of runs have fallen to about 690 per year. In the past it has been closer to 700 or 750 runs per year.

The prior Collective Bargaining Agreement terminated on June 30, 1983. Specifically, the last wage increase was received by the firefighters on July 1, 1981. That contract was carried over and remained in effect until June 30, 1983.

COMPARABLES

Section 9 of Act 312 establishes the criteria or to use the statute's phrase, "factors" which the arbitration panel shall base its findings, opinion and order. The panel and the chairman are well aware of these factors and have carefully referred and studied same.

One of the most relied upon portions of Section 9 of Act 312 concerns comparison of wages, hours and conditions of employment between the employees involved in the dispute and other

employees performing similar services, inter alia, in public employment in comparable communities.

Many times the parties will stipulate to a list of comparable communities, but in this case that was not possible. The Union has submitted data regarding Blackman Township, Summit Township and the City of Jackson. The Employer has suggested that the communities in question are not really comparable to Leoni.

It is quite clear that geographically all of the communities in question are closely related and in fact border on each other. This of course is one of the elements which is generally analyzed in determining comparability.

There was some information regarding the budgets existing in Blackman Township and Summit Township, along with that in Leoni, and of course this information and evidence was carefully considered.

It is pretty difficult to conclude from the record that the City of Jackson should be characterized as being comparable to Leoni Township for the purposes of this hearing. Perhaps the City of Jackson can be looked to as more of a benchmark in the area rather than a community which is truly comparable. Without getting into the real specifics, it must be noted that the size of the Jackson Fire Department far exceeds that of Leoni's and the type of geographical area Jackson firefighters are involved with differs greatly from the character of the area in Leoni. There are of course many other reasons why Jackson cannot be considered comparable.

The similarities existing between Blackman and Leoni have essentially been stated above, but there is one aspect which must be carefully considered. Now, most officers in Blackman are public safety officers which means they are trained to do both

police and fire work. There is a distinction between their duties and the duties encompassed by Leoni firefighters. Leoni firefighters are strictly firefighters and are not cross-trained as police officers. It is understood that Blackman is in the same general area, may be of the same general size, and have other similarities, but it must also be understood that there are distinct differences which cannot be ignored.

Summit firefighters are not cross-trained in police work. The other similarities existing between Summit and Leoni have been stated above and others in the record have certainly been considered. It would not be inappropriate to examine the wages, hours and conditions of employment that exist for firefighters in Summit when dealing with the current dispute.

ABILITY TO PAY

Another of the factors contained in Section 9 of the statute mentions a criteria which is generally known as the ability to pay. This of course means the financial ability of the unit of government to meet the costs.

In this regard the evidence contained both exhibits and testimony, all of which was carefully considered. The evidence established that since 6/30/81 the percentage of the total general and firefighter expenditures attributed to the Fire Department have risen from 46% on that date to a projected 53% on 6/30/85. The peak is projected to be 54% on 6/30/84. The percentage figures do not include a salary increase and is noteworthy to recognize that when a salary increase of approximately 6% was utilized, as indicated by Mark T. Kettner, the CPA testifying on behalf of

the Township, the percentage figures became 55% for 6/30/84 and 54% for 6/30/85. That 6% was figured in as being given to the firefighters on 7/1/83. Of course that didn't happen. This is noteworthy because it must be understood, as subsequently will be seen, the Employer's last offer of settlement is a 4% increase.

The record also establishes that recently a fire and department millage was defeated by the voters. It was also indicated in the testimony that the projected fund balance on 6/30/85, after consideration of salary increases and potential retirements, would be below the minimum desirable levels. Actually it would be \$79,576.75, while according to the testimony, the fund balance should be around \$84,669.00. But, again, it must be noted that the \$79,000.00 figure is based on a 6% wage increase.

The record also establishes that the combined fund revenues were approximately \$787,000.00 on 6/30/81. This increased to about \$841,000.00 on 6/30/82, which decreased to about \$820,000.00 on 6/30/83. This decreased to a projected \$775,000.00 on 6/30/84 which should increase to \$791,000.00 on 6/30/85.

Related to the argument regarding ability to pay is consideration of other expenditures made by the Employer. For instance, the Department purchased a new rescue mini pumper for approximately \$40,000.00, and bought new radio equipment for approximately \$20,000.00. It should be noted that according to the Employer's accountant a 6% wage increase applied at 7/1/83 would cost approximately \$14,100.00.

Of course the ultimate question is what does all the above, and of course other items contained in the record which have not been displayed, mean to the outcome of this arbitration? It must be noted that financial costs and ability to pay are one of the criteria or factors which must be considered. It has been so

considered by this panel and frankly it must be found that the Township has more than the ability to pay the awards contained herein.

In fact, the CPA called by the Township indicated, inter alia, that the Township needed to take a close look at all its expenditures and especially a very large item like the Fire Department. He went on to state: "I believe the Township can afford to expend additional dollars, but they must find some stability there."

WAGES - ECONOMIC

As indicated previously the last wage increase received by the firefighters was on 7/1/81. While the specific figures were not in the record, the ability to calculate same were, and it appears that the current salary rates are as follows:

Start	\$12,069.54	
One Year	\$14,420.00	
Two Years	\$14,870.56	(calculated by taking 7-1-80 rate in contract x 1.3% mentioned in 11-4-81 agreement)
Three Years	\$15,128.64	
Four Years	\$15,485.72	
Seven Years	\$15,814.62	
Ten Years	\$16,370.82	
Five-Year Captain	\$16,927.02	
Ten-Year Captain	\$17,483.22	
Radio Operator	\$14,479.74	

The parties' last offers of settlement regarding wages are contained at the end of this section. Briefly the Township's last offer of settlement is a 4% across-the-board increase. Using the current figures calculated above, the Union's offer ranges from

about a 19.5% increase for starting firefighter to about 14.4% for a ten-year captain. The Union's offer represents rather substantial percentage increases.

One of the criteria or "factors" contained in Section 9 of the statute deals with the consumer price index which has generally been described as the cost of living. The only data in the record is the index figures for July 1, 1981, and November, 1983. Utilizing the urban wage earner's and clerical worker's index, 1967 = 100, a simple calculation indicates that the CPI has increased during the period mentioned by about 9.8%. Yet, it is very difficult to look at that 9.8% and suggest that it supports the Union's last offer of settlement more competently than the Township's. It must be remembered that the firefighters actually received a raise on July 1, 1981; according to the agreement it was 3%. Additionally, an examination of the contract indicates that Article XX, the Wage and Hour provision, contains a cost of living adjustment. There is nothing in this record which suggests that the adjustment was not in force during the time in question. Thus, some of the pressure imposed by the increasing CPI should have been relieved by the COLA provisions. Thus, as indicated it cannot be concluded that the data makes the Union's offer more acceptable even though it does show a percentage increase over the period dealt with of almost 10%.

There is also the data regarding the comparable communities and as aforestated, an analysis of same is one of the criteria named in Section 9 of the statute. As expected, when dealing with a firefighter rate, a top paid firefighter in Jackson at maximum seniority would make many thousand dollars more than a firefighter in Leoni, either at the current rate or the rates contained in the parties' offers. As of 7/1/82, a four-year firefighter in Blackman made just over \$21,000.00. This figure exceeds both

the Union's offer and the Township's offer. It also appears that the figure is for a firefighter, but currently officers are responsible for both police and fire duties. This makes a difference and doesn't make it easy to compare the wage rates on an even scale.

This leaves Summit Township. According to the evidence, as of April 1, 1983, it would appear that during the first year of employment a Summit Township firefighter would receive just over \$12,000.00. That's about the same as a starting firefighter in Leoni would receive. However, from that point up things seem to change. A five-year firefighter in Summit Township would receive almost \$20,000.00, while currently a firefighter in Leoni at that level of experience would receive about \$15,500.00. Certainly there is quite a difference at that point. The last offers of settlement submitted by the parties narrows the gap and of course the Union's last offer of settlement narrows it much more substantially, but still a firefighter with five years of service would be making just under \$18,000.00 if the Union's last offer of settlement were accepted.

It is quite clear that when there is a strict comparison based only upon the wage data, Summit Township firefighters are paid quite a bit more and will be paid quite a bit more regardless of whose last offer of settlement is adopted. When isolated it perhaps could be concluded that this data would more logically support the Union's last offer of settlement than the Township's. However, it is unknown what the historical relationship is between the communities and whether perhaps Summit Township has always paid its firefighters more than Leoni.

The record contains information regarding the wage rates paid to Leoni police officers. Effective July 1, 1983, an officer starting rate would be \$13,006.00. There are annual increases until the fourth year and the last increase is given in the

sixth year. Beginning with the first year the wage rates are: \$15,195.00, \$15,807.00, \$16,065.00, \$16,422.00 and \$17,711.00. The rates substantially exceed the current rates being paid firefighters.

Nevertheless, adoption of the Union's last offer of settlement would place the firefighters substantially ahead of the police officers. The firefighter's starting rate would be \$14,421.00, and at the four-year level where a police officer makes \$16,422.00, the Union's offer provides for \$17,936.76. At ten years, the maximum rate, a firefighter would receive \$18,847.64 while a maximum rate indicated for a police officer, reached at six years, is \$17,711.00.

Adoption of the Township's last offer of settlement would place the firefighters just slightly behind police officers. For instance, the starting rate would be \$12,552.00 as opposed to \$13,006.00 for police officers. Up through the years the firefighters' rate would follow the police officers' rate by a varying amount. It appears the most common variance would be between \$300.00 or \$400.00.

When the Fire Chief testified, he indicated that he couldn't really say for sure that back in 1981 the police and firemen were at parity. Thus, it is pretty difficult to gauge the above in light of any historical relationship. However, it is quite apparent that the Township's last offer of settlement is much closer to the police rate than is the Union's last offer of settlement. This certainly doesn't have conclusive significance, but historically the relationship between employees of the same employer have been studied in this type of dispute. Section 9 of the Act specifically allows for recognition of items or concepts which are generally recognized in collective bargaining.

In resolving this dispute it must be understood that the language of the statute does not give the panel the authority to impose a wage rate which it considers fair and equitable. The statute mandates that the panel accept one or the other last offer of settlement. It must accept that offer which is most acceptable in light of the proofs. That doesn't mean the panel feels that the offer is what indeed should have been arrived at had the matter been successfully negotiated. Perhaps the figure should be substantially different, but the only thing the panel can do is accept that offer which is more acceptable in light of the proofs.

When the statutory standard is applied, the panel is forced to conclude that the Township's last offer of settlement is more acceptable than the Union's. The discussion above makes this apparent. It is true that the firefighters have not had a wage increase since July 1, 1981, but it appears that some of the CPI pressure was taken up by the cost of living provision in the contract. While the comparable data regarding Summit Township may tend to make the Union's last offer of settlement more acceptable, a careful consideration of the other criteria in the statute which can be applied to these facts clearly establish that the Township's last offer of settlement must be accepted.

There were no questions regarding retroactive application because by their own terms both last offers of settlement are effective retroactive to July 1, 1983. Nevertheless, it would be appropriate to note that given the authority in the statute, if the parties had not offered last offers of settlement which indeed commenced back on July 1, 1983, the Chairman would have ordered such an application.

AWARD

The Township's last offer of settlement regarding Article XX - Wages and Hours is accepted and its implementation is hereby ordered.

ARTICLE XX *(Union Officers)*

Section 1. Commencing April 1, 1979 the pay period shall be every other Thursday.

Section 2. The Work Week will be according to Public Act #125.

Section 3. Commencing as of July 1, 1983, the rate of pay shall be as follows, which shall be known as the base salary:

Clerk Radio Operator.....40 Hour Week Man.....\$ 16,901.48

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
<u>Fire Fighter</u>	14,421.08	16,840.00	17,303.68	17,569.28
		<u>4 years</u>	<u>7 years</u>	<u>10 years</u>
		17,936.76	18,275.24	18,847.64
<u>Captain</u>		<u>5 years</u>	<u>10 years</u>	
		19,420.04	19,992.44	

Section 4. Employees who are called back during scheduled time off shall be paid on an hourly basis determined by dividing their base pay by 2,912 hours.

Section 5. A cost of living adjustment shall be paid not to exceed six per cent per contract year. The index used shall be the 1967 Consumer price index as calculated by the Bureau of Labor Statistics of the U. S. Department of Labor. The cost of living adjustment shall be paid within 10 days after each quarterly index change is published.

ARTICLE XX

(Sup Officer)

WAGES AND HOURS

SECTION 1. Commencing April 1, 1979, the pay period shall be every other Thursday.

SECTION 2. The Work Week will be according to Public Act #125.

SECTION 3. Commencing as of July 1, 1983, the rate of pay shall be as follows, which shall be known as the base salary:

<u>Clerk Radio Operator</u>	<u>40 Hour Week Man</u>		
<u>Firefighter</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
	\$12,552.32	\$14,966.80	\$15,058.92
	<u>3 Years</u>	<u>4 Years</u>	<u>7 Years</u>
	\$15,733.78	\$16,105.14	\$15,465.38
	<u>10 Years</u>		
	\$17,025.65		
<u>Captain</u>	<u>5 Years</u>	<u>10 Years</u>	
	\$17,604.10	\$18,182.54	

SECTION 4. Employees who are called back during scheduled time off shall be paid on an hourly basis determined by dividing their base pay by 2,912 hours.

SECTION 5. A cost of living adjustment shall be paid not to exceed six per cent (6%) per contract year. The index used shall be the ~~1978~~ ^{1967 - present} Consumer price index as calculated by the Bureau of Labor Statistics of the United States Department of Labor. The cost of living adjustment shall be paid within ten (10) days after each quarterly index change is published.

ISSUE - MINIMUM MANNING - ECONOMIC

This issue concerns a dispute regarding language contained in the current Collective Bargaining Agreement which states:

ARTICLE IX - GENERAL

"Section 7. In the event 911 assumes complete dispatch operations for Leoni Township, the Township will maintain a fire department clerk who shall be considered a member of the Bargaining Unit."

November 5, 1981 Addendum to Agreement

"The Leoni Township Board of Trustees and the Firefighters Local 1766 agree to the following proposal for the contract beginning July 1, 1981 thru June 30, 1982.

* * * *

"4. Maintain (1) Fire Chief, (1) Radio man clerk (12) Firefighters."

The Township's last offer of settlement is to delete the language stated above, while the Union's last offer of settlement is to continue the status quo and thus continue the language as it is contained in the contract.

It must be understood that both parties presented this issue before the panel and neither party maintained that there were any reasons which divested the panel of jurisdiction.

Essentially the Employer has taken the position that the language should be deleted because it was costly. Essentially the Union argues that the matter concerned firefighter safety and thus should be considered as a safety issue and analyzed in that light.

It is clear from the discussion regarding ability to pay that the Township has more than adequate resources to maintain the language in the contract. In fact, the figures supplied by the Township's CPA appear to be based upon a 6% increase at the present level of manning. There is no indication that maintaining the employment level contained in the prior contract would present a prohibitive financial burden to the Township.

Other evidence directed at this issue dealt mainly with the concept of safety. All of the Union's witnesses, including

Kenneth Melville, the retired Chief of the Jackson Fire Department, indicated that in general the more individuals responding to a fire and the more individuals riding a rig increased the safety margin. Mr. Melville's testimony, and in fact the testimony of Leon's current Chief, Kenneth Preston, indicated that current NFPA standards call for a minimum manpower requirement on any rig of four firefighters. All witnesses recognized that sometimes the reality of the situation makes the optimum manning levels impossible to realize, as is the case in Leon.

Usually when a manning provision is presented in a dispute of this nature and is argued to be safety related, it is presented in a manner as to establish a minimum number of individuals riding a rig or responding to a fire or on duty, rather than the number of firefighters employed. Yet, given the very small size of this department, it would be fair to conclude that safety would be enhanced to some degree by keeping the size of the department at its current level rather than introducing the potential for eliminating the number of full-paid firefighters.

The evidence also dealt with the aspect of the safety of firefighters in the stations. There was mention of an incident which took place a number of years ago where a firefighter was actually assaulted by a citizen and other situations where firefighters have walked into ladders and injured themselves. Of course if there was more than one firefighter in a station, these types of situations would become less critical. Yet, again, it must be noted that this provision speaks in terms of total employment and does not speak of having any specific number of individuals on duty at one time.

In analyzing this dispute it must be realized that the status quo is the Union's position and that the Union is seeking to continue what has existed in the past. An issue such as wages

is the type of benefit which parties expect to change on a regular basis. Thus, it is not really probative to speak in terms of burden of proof or who must show that an item should be changed. However, in disputes such as the present one, it is incumbent upon the party who is seeking the change to convince the panel that such a change is necessary.

Based on a careful examination of this record, the panel cannot conclude that the Township has established that the language dealt with in this dispute should be eliminated from the contract. When applying the criteria of Section 9, it just cannot be concluded that the language sought to be removed by the Township should be removed.

The financial discussion does not indicate that the language is so burdensome that at this point it must be removed. Furthermore, there is really no indication of what exists in the comparable communities, although there was testimony indicating that in Jackson there was a minimum manning level expressed as a number of individuals per shift.

Another aspect is that as a practical matter this contract will expire on June 30, 1984. Thus, the Township will in a very short period be able to bargain with the Union again to attempt to remove this provision.

Given this record, the panel must adopt the Union's last offer of settlement and thus the status quo must be maintained.

AWARD

The Union's last offer of settlement is accepted and thus the language referred to above shall remain in the Collective Bargaining Agreement.

MISCELLANEOUS

The parties agreed that the only areas of disagreement were the two issues dealt with herein. A list of the tentative agreements were placed into the record and are attached hereto. The list did not include the agreement regarding sick leave charges, but a signed agreement regarding same was subsequently supplied to the Chairman and a copy of that is also attached hereto.

LEONI TOWNSHIP FIRE FIGHTERS' TENTATIVE AGREEMENTS

1. Change 10 days to 11 days, Article XV, Section 2. Agreed.
2. Any member of Local 1766 accepting the Chiefs position will lose all seniority with the Union. Agreed.
3. Any member being laid off longer than his or her time of employment will submit an application as a new employee. Agreed.
4. Any two officials or reps. be granted time off for union business and conventions, provided the two officials or reps. are not on the same shift. Agreed
5. Holidays for the position of Dispatcher-Clerk will be the same as for the Township office, and will be compensated for with time off. This position will not receive \$50. for holiday pay. There will be no food allowance for the 40 hour a week position. Time off will be given for lunch. Agreed.

OFFICE OF
Leoni Township
913 FIFTH STREET
MICHIGAN CENTER, MICHIGAN 49254
PHONE PO 4-4694

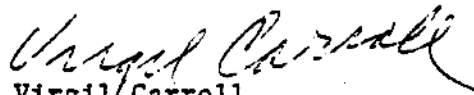
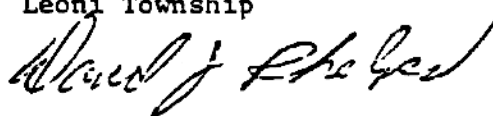
All accumulated sick days will be paid at full pay upon retirement age or medical and disability retirement or death of employee.

Leaving the employment for any other reason, the employee will receive half of his accumulated sick days at full pay.

An employee shall accumulate only fifty (50) sick days. All days over fifty (50), as of July 1, 1983, will be frozen at that amount.

Any sick days, as of that date, not taken between anniversary date will be paid at full pay to each employee.

Jim Phelps, Supervisor
Leoni Township



Virgil Carroll
Leoni Township Fire Department

O R D E R

WAGES - ECONOMIC

The Township's last offer of settlement regarding Article XX - Wages and Hours is accepted and its implementation is hereby ordered.

5-7-84

Marie Ch...

CHAIRMAN

CONCUR

☒

DISSENT

Vincent H. Carroll

UNION DELEGATE

CONCUR

DISSENT

☒

EMPLOYER DELEGATE

CONCUR

DISSENT

MINIMUM MANNING - ECONOMIC

The Union's last offer of settlement is accepted and thus the language referred to above shall remain in the Collective Bargaining Agreement.

8-7-84

Marie Ch...

CHAIRMAN

CONCUR

☒

DISSENT

Vincent H. Carroll

UNION DELEGATE

CONCUR

☒

DISSENT

EMPLOYER DELEGATE

CONCUR

DISSENT

O R D E R

WAGES - ECONOMIC

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5-27-84

Mrs. Clara
CHAIRMAN

CONCUR ✓ DISSENT

UNION DELEGATE

CONCUR DISSENT

David J. Hilger
EMPLOYER DELEGATE

CONCUR X DISSENT

MINIMUM MANNING - ECONOMIC

The Union's last offer of settlement is accepted and thus the language referred to above shall remain in the Collective Bargaining Agreement.

5-27-84

Mrs. Clara
CHAIRMAN

CONCUR ✓ DISSENT

UNION DELEGATE

CONCUR DISSENT

David J. Hilger
EMPLOYER DELEGATE

CONCUR DISSENT X

O R D E R

WAGES - ECONOMIC

The Township's last offer of settlement regarding Article XX - Wages and Hours is accepted and its implementation is hereby ordered.

5-27-84 M. J. [Signature]
CHAIRMAN
CONCUR ✓ DISSENT

UNION DELEGATE
CONCUR DISSENT
David J. [Signature]
EMPLOYER DELEGATE
CONCUR X DISSENT

MINIMUM MANNING - ECONOMIC

The Union's last offer of settlement is accepted and thus the language referred to above shall remain in the Collective Bargaining Agreement.

5-27-84 M. J. [Signature]
CHAIRMAN
CONCUR ✓ DISSENT

UNION DELEGATE
CONCUR DISSENT
David J. [Signature]
EMPLOYER DELEGATE
CONCUR DISSENT X

O R D E R

WAGES - ECONOMIC

The Township's last offer of settlement regarding Article XX - Wages and Hours is accepted and its implementation is hereby ordered.

5-7-84

Wm. C. [Signature]

CHAIRMAN

CONCUR ✓ DISSENT _____

Virgil H. Carroll
UNION DELEGATE

CONCUR _____ DISSENT ✓

EMPLOYER DELEGATE

CONCUR _____ DISSENT _____

MINIMUM MANNING - ECONOMIC

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5-7-84

Wm. C. [Signature]

CHAIRMAN

CONCUR _____ DISSENT _____

Virgil H. Carroll
UNION DELEGATE

CONCUR ✓ DISSENT _____

EMPLOYER DELEGATE

CONCUR _____ DISSENT _____