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IN THE MATTER OF STATUTORY ARBITRATION BETWEEN:

CITY OF MELVINDALE

-and-

MERC ACT 312 CASE NO. D86 K 2087

MELVINDALE FIRE FIGHTERS
ASSOCIATION, LOCAL 1728,
I.A.F.F., AFL-CIO.

AWARD

We, the undersigned, having been named respectively as Delegates and as Chairman of a Panel of Arbitrators pursuant to Act 312 of the Public Acts of 1969, as amended, and the parties pursuant to statute having stated their last offers and the Panel having carefully and deliberately considered such offers as well as their positions on non-economic matters, consistent with and in light of Section 9 of said Act providing for findings, opinions and orders upon certain statutory factors including stipulations of the parties, and having exchanged ideas and recommendations on the actual draftsmanship of an Award on all unsettled issues, do make and publish this our Award in writing; that is to say:

As to the 1984-1987 contract dispute the panel adopts in its entirety the settlement of the parties of July 23, 1987, which, together with the provisions of the current Contract, except for necessary date changes, shall comprise the Collective Bargaining Agreement for the period January 1, 1984 to and including December 31, 1987.

All pertinent dates will be changed to reflect that the collective bargaining agreement expires on December 30, 1987. All provisions of the Agreement will be effective on the date specifically agreed to or if no date has been agreed upon, the date the award is issued by a majority of the panel.

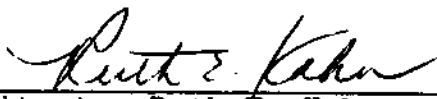


1. Duration, Article XXIX - amend to read:

A. This Agreement shall be effective the first day of January, 1984 and shall remain in force and effect to and including December 31, 1987.

B. Either party may, not later than September 1, 1987, serve a written notice upon the other party of its desire to amend this Agreement effective January 1, 1988.

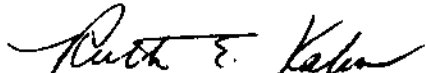


The parties agree that commencing not later than September 1 of the year of expiration of this Agreement, they will commence negotiations immediately for a new agreement for a succeeding period.

C. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.


Arbitrator Ruth E. Kahn

Union Delegate Kenneth Johnson

City Delegate Antonio Calderoni

2. The following Captains shall receive a one-time educational allowance of \$1,000:

Douglas Gregenson
Floyd DePalma
James Balikowski
Kenneth Johnson

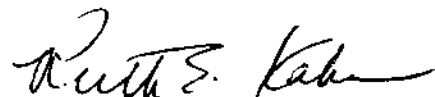



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City Delegate Antonio Calderoni

3. Hours of Employment, Article VIII - amend to read:

Effective October 1, 1987, the work week shall consist of 53 hours average per week on an annual basis. Starting is 7 A.M. and a two platoon system. One work day shall consist of one 24 hour shift. An employee who reports to work late shall be docked as follows:

0 - 14 minutes late : not docked
15 - 29 minutes late : docked 1/2 hour
30 - 44 minutes late : docked 3/4 hour
45 - 60 minutes late : docked 1 hour

The hourly rate shall be calculated on the basis of 2756 annual hours.


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City Delegate Antonio Calderoni

4. EMT Pay, Article XXXII (new article) - to read as follows:

Effective January 1, 1987, employees who perform EMT duty at any time during the calendar month shall be entitled to \$20.00 per month for each month he/she performs this duty.

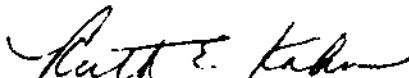

Arbitrator Ruth E. Kahn


Union Delegate Kenneth Johnson


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5. Salary Schedule, Appendix A(b) - amend to read:

(b) Effective August 1, 1987, a fire fighter working in a higher classification after a minimum of two hours shall be paid at the rate of the higher classification for all hours worked in the higher rank while on that shift. This shall be limited to one employee per shift. Voluntary trading of days between employees shall not entitle an employee to out-of-classification pay.


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Union Delegate Kenneth Johnson


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6. Promotions, Article XXVI

A. The parties have agreed in concept to modify the promotion system to include:

- 1) a pass/fail test provided and administered by a reputable testing agency chosen by the Local and approved by the Employer; 70% shall be considered a passing score;
- 2) an oral exam with a point spread of zero to 30 points maximum shall be administered by:
 - a) one fire chief from a department in the State of Michigan, not in the Downriver Mutual Aid area, chosen by the Employer;
 - b) one union district representative of command rank in the State of Michigan, not from District 4, chosen by the Union;
 - c) one fire science instructor mutually agreed upon by the Employer and the Union.
- 3) seniority points of 1/2 point per year of fire service;
- 4) seniority to prevail in the event of a tie;
- 5) in the event no one passes the exam, it is to be readministered to those not passing and to the two senior fire fighters in the next lower rank.

B. The pass/fail system shall not be implemented until all current vacancies are filled. All current vacancies shall be filled by the seniority system retroactively to January 1, 1987. The following employees shall be promoted as indicated and shall be paid at the higher rate retroactively to the date the vacancy occurred:

Lieutenant James Balikowski will be promoted to Captain.

Sergeant Kenneth Johnson will be promoted to Lieutenant and then promoted to Captain.

Sergeant Thomas Short will be promoted to Lieutenant.

Fire Fighter Martin Schniepp will be promoted to Sergeant and then promoted to Lieutenant.

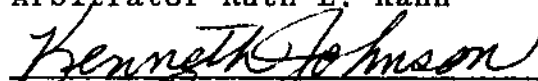
Fire Fighter Sam Pedron will be promoted to Sergeant.

Fire Fighter Mark Winger will be promoted to Sergeant.

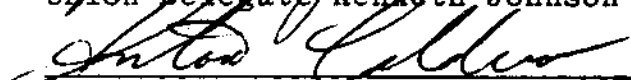
Upon implementation of these promotions and payment of the retroactive wage adjustments, the Union will withdraw the grievance arbitration scheduled to be heard by Arbitrator Bowles August 21, 1987; and both the Union and the City will withdraw all related unfair labor practice charges now pending.



Arbitrator Ruth E. Kahn

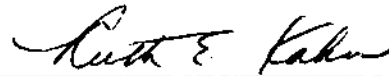


Union Delegate Kenneth Johnson



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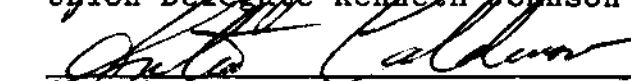
7. Sick Leave, Article XII - shall remain status quo.



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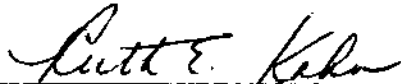
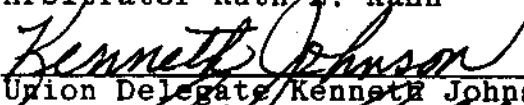
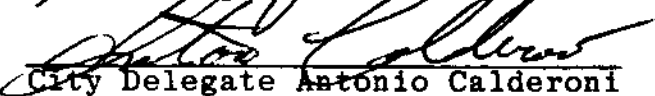


City Delegate Antonio Calderoni

8. Wages, Article VII, Section C(d) Overtime - amend to read:

(d) OVERTIME - Shall be divided as equally as possible between employees of the department according to overtime list.

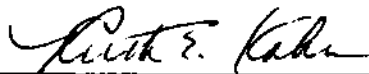


Effective January 1, 1988, overtime selection shall be determined by an employee's status on a rotating overtime list to be implemented after consultation with the Union and on an experimental basis.


Arbitrator Ruth E. Kahn

Union Delegate Kenneth Johnson

City Delegate Antonio Calderoni

9. Probationary Employees, Article XX, amend to read:

A probationary Fire Fighter shall be represented by the Union and subject to all benefits, obligations and rights of Union membership including the right to resort to the grievance procedure of Article XXI during the probationary period, provided, however, that the City shall retain the exclusive right to certify that the probationary period has been satisfactory completed, which certification shall not be subject to the grievance procedure.




Effective July 1, 1987, when a new employee is hired in the bargaining unit, he/she will be considered a probationary employee for the first twelve months of his/her continuous, regular, full-time employment.


Arbitrator Ruth E. Kahn

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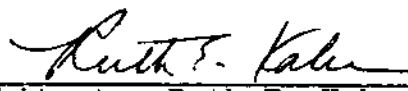
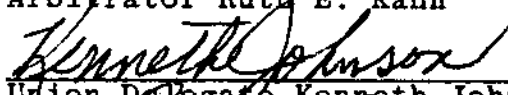

10. Residency, (General Conditions), Article XXIV,

Section B - amend to read:

A. (c) Employees may reside anywhere within a 20 mile radius of the City of Melvindale.


Arbitrator Ruth E. Kahn

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City Delegate Antonio Calderoni

11. Retroactive wages and all other benefits owed to members of the bargaining unit and resulting from this agreement, shall be paid no later than August 15, 1987. In the even, and due to circumstances beyond the City's control, the total retroactive wages and benefits are not paid on or before August 15, 1987, the remainder of said retroactive payment due, shall be paid with 12% interest within the following 30 days.


Arbitrator Ruth E. Kahn

Union Delegate Kenneth Johnson

City Delegate Antonio Calderoni


12. Article XXVIII, Parity of Compensation shall remain in effect through and including December 31, 1987 after which time it shall be eliminated from the collective bargaining agreement.



Arbitrator Ruth E. Kahn



Union Delegate Kenneth Johnson



City Delegate Antonio Calderoni

DATED: August 13, 1987

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