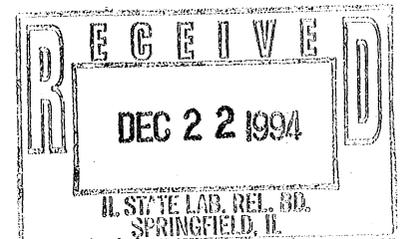


ILRB
#108

INTEREST ARBITRATION



CITY OF GALESBURG

Employer

and

GALESBURG FIREFIGHTERS LOCAL 555

Union

Interest Arbitration
S-MA-94-97

Barbara W. Doering
Impartial Arbitrator

Dec. 6, 1994

Opinion and Award

ADVOCATE MEMBERS OF THE ARBITRATION PANEL

Greg Nolta, Union Panelist

Richard Barber, City Panelist

APPEARANCES

For the Union:

J. Dale Berry, Attorney
Michael A. Lass, Labor Consultant to Local 555
Greg Nolta, President, Local 555
Rick Hulick, 1st Vice President
Kevin Kitterman, 2nd Vice President
Ken Boydston, Recording Secretary
Jim Schrepfer, President Local 2442, Normal IL

For the City:

Donald W. Anderson, Attorney
Anthony Morgan, Admn. Asst. to City Manager
Fred R. Kimble, Mayor
Bob Knabel, City Manager
John Schlaf, Chief of Police
James A. Scherer, Asst. Fire Chief

PROCEDURE

Six issues were submitted to the final offer arbitration procedure, called for under Sec. 14 of the IPLRA. A hearing was held on July 12 and 13, 1994 and it was agreed at the conclusion of the hearing that the parties would have an opportunity in the next few weeks to review and revise exhibits and to revise their offers. In that process, one of the 6 issues was resolved by the parties and, as a result, some changes were made in Final Offers. This information was submitted on July 29, 1994, and after several extensions in briefing time, briefs were received on November 1, 1994. An executive session was held on December 1, 1994, and the Arbitrators now issue this award to resolve the 5 remaining issues. It is noted that all other items shall be as agreed by the parties and shall be incorporated, as agreed, in the new contract.

THE FINAL OFFERS

Among the issues resolved by the parties prior to the arbitration proceeding was the question of contract duration and amount of general wage increase. The parties have agreed that the contract be for 2 years with a general wage increase of 3% on April 1, 1994 and another general wage increase of 3% on April 1, 1995. Briefly summarized, the remaining issues and final offers on those issues are:

1. New Employees' Pay Schedule:

Current	UNION	CITY
Steps A-F @5% with 1yr educ. req. for Step F	status quo-5% steps 4 yr to max, 6th st (F) for 1 yr. educ.	9 steps, 2nd step @7.5%, 3-9 @ 2.5% 1 yr. educ nec. for Steps 8,9
		Lump Sum Bonus to current members of bg. unit \$550 or \$325-\$325 over 2 yrs

2. Longevity:

Current	UNION	CITY
2% every 5 yrs. starting at 5 yrs. to total of 10% at 25 yrs	retain as is	hired bef. '94: as is. after '94: delete 1st one i.e 10-25 yrs 2%/5yr to total of 8% at 25 yr

3. Insurance:

Current	UNION	CITY
City pays \$65 a mo. for dep. with re-op at Un.opt later yrs of contr. if prem. incr. or benefit decr.	Employee pays \$160 of \$245 dependent coverage premium, plus 20% of any incr over 4-1-94 rate of spells out dedcts, co-pay, fam. max., & adds Sec. 125 pl. in place of re-op., sets forth extent of City rt to administer and make changes.	retain existing language, retain cap of \$65 towards fam. cov. premium. Extend IRC Sec. 125 plan, so long as auth'd by IRS.

4. Integrity of Bargaining Unit:

Current: "Sec. 1.5: Unless there is an extreme emergency, as defined by the Illinois Revised Statutes, the City will not assign work normally performed by employees in the bargaining unit to any other employees. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question."

UNION	CITY
retain as is	At end first sent. add: "without notifying the Union."

5. Discipline:

Current: Discipline not within Fire and Police Commission jurisdiction (i.e. discipline up to 5 days of suspension) is subject to the grievance procedure. Discipline within the Commission's jurisdiction is not.

UNION	CITY
right to grieve discip. in excess of 5 day susp. at employee option subj. Un. approval if grievance route selected.	retain as is.

BACKGROUND

The City of Galesburg is a stand-alone city of 33,530, surrounded by rich farmland in west-central Illinois. If one travels by route 74, it lies about mid-way between Peoria and the Quad Cities on the western border with Iowa. Galesburg has been (and still is) a rail center, and Burlington Northern is among its larger employers with about 1200 employees. Other local employers -- besides the City itself, which employs some 225 people -- include Admiral Division of Maytag Corp (2500 employees), the school district with 609 employees, Gates Rubber with 550 employees, Butler Manufacturing with 525 employees, Wittek Co. with 350 employees, 2 hospitals -- Cottage with 480 employees and St. Mary's with 451 employees, 2 colleges -- Carl Sandburg Community College with

350 employees and Knox College with 263 employees, and a correctional facility with 275 employees. The foregoing is not exhaustive, but gives a sense of the type of employment available in this community.

The City bargains with 3 bargaining units: AFSCME, representing about 86 people in clerical and public works classifications; PSEO, an independent (non-FOP) union representing 36 police officers; and IAFF Local 555 representing 42 fire fighters. It has negotiated contracts with these three bargaining units since 1985. The main issues in this arbitration concern, on the one hand, City insistence upon introduction of the same sort of "new employee" salary schedule for firefighters that it has persuaded the other two bargaining units to accept, and on the other hand, Union resistance to the "two tier" or "two track" wage schedule, while at the same time, for its part, seeking a major change in health insurance -- putting language in the contract to describe coverage and costs and specifying the employee's share rather than the City's share of family insurance premiums, with a formula to allocate 80% of future increases to the City.

ECONOMIC ISSUES

New Employee Wage and Longevity Issue:

The City Manager and his Administrative Assistant testified that for several years now the City has been studying its resource utilization and monitoring its financial trends. One of the reports it generates, "Geared for Action", is a 5 year analysis of 23 financial indicators. This report has now been completed for a 2nd time, and the City Manager noted that whereas the first time around 8 of 23 trends analyzed were identified as warning signals for financial stability, in the current study (completed January 1994), 12 of 23 factors are now signaling warning. While it is not claimed that the City is on the brink of bankruptcy, concerns flowing from this report and other studies (such as the RMA study and the public safety study) were among the reasons for the City's determination to try to better use its resources and to make some cuts in expected future personnel costs by extending the time it takes new employees to reach the top of their respective salary schedules. Savings of this sort are not immediate, and, from the City's

point of view, the new schedules need to be put in place in response to warning signals and in advance of serious financial problems in order to be effective. The Union, however, is not persuaded that the City has shown any real need down the road, in what would appear to be an improving economy, to achieve significant savings by slower movement of new employees through the wage schedule. The fact that the City's other Unions have agreed to it does not persuade this Union that it is fair or proper. This Union points out that among communities used for external comparison there are no fire fighter contracts incorporating 2 tier salary/longevity schedules -- that the 2 communities (Normal and Pekin) that had such systems have agreed to eliminate them.*

The Union argues that if City proposals for new employee wages and longevity are accepted, fire fighters hired on that schedule would drop to last or next to last among the 11 communities in the external comparison at 3, 4 and 5 years of service. The Union points out that, even with the 3% increases the parties here have agreed upon, there has been some erosion in Galesburg's ranking compared to the others, at least if education pay is not counted (Un. brf. p. 40). If education and other conditional pays in the other communities are counted (see table p. 25 Union brief), Galesburg ranks 7th of 11 on its current (upper tier) salary schedule -- which hardly suggests they are over-paid or that there is any external support for major reduction through re-structuring. As to internal concerns and jealousies or potential whip-sawing between different groups of City employees, the Union insists that, absent a showing of serious financial exigency, internal stability in the City's dealings with all of its bargaining units should not take precedence over equity considerations specifically pertaining to fire fighters, even where there is a strong history of prior wage parity with police, or indeed City-wide.

The City, for its part, argues that external comparison shows that Galesburg fire fighters are paid at or above the level one would expect based upon where Galesburg falls in various measures of comparability. The City, like many of the others, has had a declining population. Although it is currently 3rd in sales tax, Galesburg was 8th of the 11 in total EAV and 7th in median household income. Moreover, the City insists that

* Although the process of eliminating them appears to still have people on different tracks.

the educational step must be considered part of base pay -- as indeed it was agreed to be back in 1991 negotiations -- and with the educational step, its calculations show Galesburg as ranking 5th among the 11 communities at 5 and 10 years of service, and if longevity is also considered the ranking rises to 4th of the 11 at the 5 and 10 year levels, and 5th at maximum base pay and longevity. The City argues that even subtracting the employee share of family insurance premiums, Galesburg fire fighters remain 5th in the 11 community ranking.* At any rate, the City argues that external comparisons do not show the kind of disparity that might justify allowing external comparability to outweigh the internal comparison considerations in resolving the dispute. The City argues that it is critical to internal stability that this Union not be permitted to force the City to break faith with its other two bargaining units by a non-pattern settlement with the Fire Fighters. The City points to 10 years of wage and wage schedule parity among its bargaining units. Identical percentage increases have been the case in all three units over the past 10 years with at least symmetrical, although not identical, patterns of salary structure.

In addition to its concern for internal equity, the City also notes that re-structuring salary steps, as an economy measure, is not without precedent in this bargaining relationship. Back in 1985, Fire Fighters had 4 steps which began at Step C and went to Step F of the City pay-range they were then on, and each of which was worth 5%. Captains were at the E and F step of a higher salary range, and their 2 steps were likewise worth 5% each. Other City employees, and the Police, were on a 6 step, A - F, schedule with 5% increments.

In 1987 the City hired a fire fighter at the A step rather than the C step, which had theretofore been the starting salary and which was shown in the Fire Fighter contract as the starting salary. The Fire Fighters filed a grievance to which the City eventually acceded by moving the new hire to the proper (by then "D") step on the salary schedule. When contract negotiations began in 1988, however, the City came to the bargaining table determined to expand the Fire Fighter salary schedule backwards to pick up the first 2, A and B, steps. The Fire Fighters resisted this move but were eventually

* Whether they are 5th or 7th depends upon how much conditional income is counted, including paramedic stipends (not relevant to Galesburg's operations at this point), in the various salary schedules.

persuaded to go along on the basis of an increasing the Employer's contribution for dependent health coverage \$10 or \$12 over the amount paid by it in the other bargaining units. Exhibits suggest that in the Fire Fighter unit, the City had been paying \$23.21 of the \$153.50 rate while paying \$35 for other City employees. Starting in 1989, with the new dependent rate going up to \$170, the City continued paying only \$35 in the other bargaining units, while paying \$47 in the Fire Fighter unit. [The City's share went to its current level of \$65 in the Fire Fighter unit in 1992, which was \$10 more than in the Police unit and \$5 more than the City contribution for AFSCME and Exempt employee dependent coverage.]

The 1988 agreement thus gave the City 2 lower steps on which to bring in new hires, and gave the Fire Fighters what appears to have been a \$24/month increase in what the City was then paying towards dependent health coverage -- \$12 to catch up with other bargaining units and \$12 more on top.

In 1991 the Fire Fighters came to negotiations wanting an upward adjustment -- not just an increase, but an adjustment of those bottom steps. It was eventually worked out to move the Fire Fighter salary schedule from range 18 to range 19 -- the range at which the Police salary schedule was slotted. The effect of doing that was a 5% increase, or essentially moving the starting salary up to what would have been the B step in the prior range (or halfway back to the C step it had been at). In exchange for this improvement, Fire Fighters agreed to move the first of the two 5% educational incentive steps into base salary at the end of the scale, as the F step. That is, to get the 6th step, Fire Fighters would need *both* 5 years service *and* completion of one year of college courses.

Police remained at range 19, but their educational incentive step was rolled into their base at the beginning, since 1 year of college was a condition of hire, and police were therefore hired, at least after 1992, at what would have been the B step on their old schedule. It was in their 1992 negotiations that Police accepted a 9 step wage structure for new hires. This new schedule started 5% higher than the one for current employees, but thereafter the increments were 2.5% rather than 5% and it took 8 years rather than 5 to reach the top. At step 9 a police officer would receive the same top base pay as

those who had progressed on the 6 step schedule, although his salary would be 2% lower for lack of the 5 year longevity increment which was deleted for those on the new pay schedule. In order to get the PSEO (police union) to agree to the new schedule for new hires, a one-time \$550 bonus was given upon implementation of this 3 year contract.

In 1993, the City succeeded in negotiating a similar deal with AFSCME, although in their case, the 6 step schedule did not include any educational step and their new hire schedule did not get the benefit of the 5% jump at the start of the Police new hire schedule. For new hires in the AFSCME unit the schedule went to 11 steps from the previous 6, and although the 5th year longevity increment was deleted, a new longevity increment was added at 30 years to replace it. AFSCME members also received a bonus for making the new hire concessions, although in their case it was spread over 2 years, with \$325 in each year.

In 1994 the Fire Fighter agreement was up for re-negotiation. Needless to say the City was very anxious to negotiate a similar 9 or 11 step new employee schedule in order to make its re-structuring City-wide. The City offered an 11 step, new employee schedule and a bonus of either a one-year or two-year variety as had been given the other units. The Fire Fighters strongly objected to the new schedule and they further objected that the bonus was not an appropriate *qui pro quo* in that it was being offered to those who would not have to bear the cost of the proposed changes. There were a number of other issues during these negotiations, 18 of which were at impasse just prior to arbitration. The arbitration issues were reduced to 6, but it was not until after the arbitration hearing, that there was any softening of either side's position as to new employees.

After the arbitration hearing, the parties were able to resolve the EMT issue, and that resolution became the City's rationale for putting 5% back in the new hire schedule it was offering, at the 2nd year (producing a 7.5% increase at that step) and reducing the steps from 11 to 9. That is, with the post-hearing agreement that EMT certification become a condition of employment after one year on the job, the City was willing to include a 5% jump to reflect that training in much the same way that the Police receive a 5% jump at the outset for the 1 year of education required of them as a condition of

hire. The impact of that change in the City's wage structure offer not only makes it parallel the Police 9 step structure, but also would bring new fire fighters to a higher pay level before stretching out (what were) the last 2 or 3 steps. Moreover, with the 9 step schedule and 7.5% second step, the City's position begins to look more like the 1988 adjustment rather than a straight doubling of the time to reach various pay levels.

The Fire Fighters still strenuously oppose the change and argue that the move is not justified by any current financial exigency and the proffered bonus does not entice them to buy into the idea. The Fire Fighters argue that although the City may see warning trends in looking over its 5 year figures, the City is essentially financially sound and its budget messages and bond ratings confirm that. The Union sees the post-arbitration hearing, EMT agreement, not as a basis for modification of a new hire schedule which it does not want, but rather as evidence of its agreement to help the City improve productivity at minimal cost to the City.* The Union notes that the schedule the City would like to put in place for those hired after April 1994 would move this department to the bottom of the rankings in the external comparison at the step levels (essentially 4 - 9) where the increases are spread thin. The Fire Fighters argue that, even though the City characterizes unwillingness to go along with changes accepted by other City bargaining units as an attempt to break a long-standing pattern of parity, the matter is more properly seen as an attempt by the City to break a long-standing pattern of salary structure. In the Fire Fighters' view, the party trying to change the status quo is the party that should bear the burden of proof. The Fire Fighters argue that the City has not satisfied such a burden to show that the change is needed for any reason other than avoiding internal jealousies, and in the Fire Fighters' view that reason is not good enough.

The City, for its part, argues that while the Union may foresee deprivation down the road for new hires under the new employee wage schedule, none will actually occur or impact anyone during the life of this two year agreement and the parties will be back in negotiations with the option to negotiate something else if it seems advis-

* The Union notes that only 11 of 42 have current EMT certification, and it has agreed to certain overtime waivers with respect to training and up-dating the training of those who need it.

able at that point. Thus the City urges the arbitrator to impose the new schedule to preserve internal equity among bargaining units, and leave it to the Fire Fighters to negotiate their way out of it in two years time.

The Insurance Issue:

The Employer's share of family coverage insurance premiums for fire fighters, at \$65, is only about a third of the monthly premium, and the employee is stuck with the rest, which this year is going up from \$140 to \$180 if no change in apportionment is negotiated/imposed. The Fire Fighters' proposal calls for splitting the \$40 increase in 1994 and thereafter allocating 80% of any subsequent increases to the Employer. It also, in order to protect the employee cap it seeks to set, includes language restricting City ability to unilaterally change coverage or benefits during the term of the contract. The City strenuously opposes both the restrictive language and the idea of moving from an employer cap to an employee cap. The City objects to language that might interfere with its ability to manage its city-wide insurance program. Its exhibits also show that although only 24 of 42 fire fighters carry dependent coverage, the total number of people with dependent coverage is 113. It is true that advances made by one group have not always been precisely matched in all the others, but the change proposed here is more significant than prior levels of disparity.

At arbitration the Mayor claimed that a number of other employers in town did not pay anything towards family coverage. The Union expressed disbelief and immediately looked into the matter. By the end of the hearing the Mayor's remark was clarified to indicate that the School District with its 609 employees does not make any employer contribution towards the cost of family premiums, nor does Carl Sandberg College (350 employees), nor does Galesburg Mfg (180 employees) and 2 or 3 other smaller employers. In the meanwhile the Union reported that Admiral -- far and away the City's largest employer with 2500 employees -- pays 100% of family premiums. Additionally, Gates Rubber and Butler Mfg (both of which have over 500 employees) pay in excess of \$200 per month toward family coverage with employees only responsible for \$30-\$40 per

month, and the 2 hospitals and correctional facility (who have 1200 employees between them) also pay an employer's share of more than \$300 per month leaving employees to pick up the remaining \$75-\$125 per month difference.

Of the 10 communities included in the external comparison, only 2 (Urbana and Rock Island), have a higher employee cost than Galesburg, although Normal is not far behind. Of the other 7, 3 are at the \$1100-\$1200 range (compared to \$2160 in Galesburg) and two of the others fully pay for dependent coverage while two cost the employee between \$35/month and \$62/month.

DISCUSSION OF ECONOMIC ISSUES

The arbitrator very carefully considered all of the arguments presented in the lengthy briefs submitted by the parties, including arguments not specifically mentioned in these pages. As noted at page 9 above, the 9 step schedule is a less overwhelming departure from the status quo than the City's original proposal to nearly double the number of steps. It is still, however, a substantial change. One can appreciate both the Fire Fighters desire to resist and the City's insistence that cost curtailment changes should be City-wide. It must also be noted that the City pointed out at the December 1st executive session, that its largest private sector employer, Admiral, had recently (in early November, during the pendency of the arbitration proceeding) reached a tentative agreement with the IAM, for 1750 production and maintenance employees, that calls for the same sort of "two track" or "two tier" arrangement with respect to new hires that the City has been trying to obtain from its employees. The City's information indicates that, among other things, the new Admiral agreement reduces the new hire starting rate and extends a previous 3 year wage progression to 5 years.

While there is a great deal more that could be said, in the final analysis, the arbitrator came around to the view that the City has at least made a case that the move to a longer new hire schedule must be taken seriously. The way the final offers stack up, however, suggests to the arbitrator that the way to insure that it is taken seriously is

to adopt the City's new employee longevity, without adopting the City's new employee wage scale and without adopting any change in health insurance.

One of the Union's objections to the City's wage schedule offer was that the bonus which was thrown in as a "quid pro quo" would only benefit people not affected by the change. Although the Union never specifically offered its health insurance proposal as a "quid pro quo" for the 2 track wage schedule the City wanted, the arbitrator could not help seeing it as such -- first, because, like the new wage schedule, the health insurance change that the Union wants is structural and has implications well beyond the end of the next 2 years, and, secondly, because the Union itself utilized a health insurance gain as a quid pro quo for the earlier move to economize by increasing the length (for new employees) of the wage schedule. In the earlier instance, of course, the health insurance gain was not a reversal of the cap, but rather a raising of the cap which still remained with the Employer. If the City had offered its bonus in terms of a higher Employer contribution, there might be a basis for "taking the short view* with blinders**" (cf. City brief p. 31 and 42). The City did not offer its bonus in that way, however, and the bonus it did offer amounts to enough money that, once given, the City is unlikely to be willing either to eliminate what that money was supposed to "buy" or give some additional concession more acceptable to the Fire Fighters to secure the "purchase". Thus, in the absence of agreement as to a new hire schedule and a proper quid pro pro for agreeing to it, the arbitrator is of the opinion that new hire longevity should be adopted to make it clear that some kind of alteration in the pay schedule is still very much an issue with respect to Fire Fighters hired after 4/1/94, while leaving the actual design and quid pro quo to be worked out in the next round of bargaining.

* Short view, as in: voting for the City's plan on the theory that the parties would be back in negotiations before any new employee got beyond 2nd step to the smaller steps where the reduction begins to make a difference.

** Blinders, as in: ignoring the psychological advantage of having the wage schedule already in the contract as opposed to still in the category of a concession the City wanted from the Union.

NON-ECONOMIC ISSUES

INTEGRITY OF BARG. UNIT:

The City wants to substitute notice for what is currently a bar on assigning work normally performed by bargaining unit employees to other employees. The City explained that although it has decided against combining fire and police operations -- an avenue it examined and reported upon -- the City believes there may be some areas, such as record-keeping, in which sharing of personnel or resources might occur, and it seeks to remove the contractual obstacle which precludes assigning any work normally done by fire fighters to anyone else except in emergencies. The City notes that the police contract does not contain any similar language and the AFSCME contract contains the language conditional upon "notice", which is what the City seeks here.

The Union argues that the City did not show any specific need for the proposed change. The Union was aware of the City's having studied the possibility of combining police and fire operations and suggests that this Section offered some protection against such a move. The Union argues that the protection of its work jurisdiction is a negotiated benefit that should not be reduced absent some clear reason for doing so. The Union does not accept the City's desire for "flexibility" and vague suggestions that there might be some advantage in greater coordination of some tasks with other departments, as sufficient justification for the proposed change.

The arbitrator is of the opinion that the City made enough of a case on this issue that it warrants taking the time to offer a compromise solution. In view of what the City claims to be seeking, and in view of the Union's valid objection that the words proposed by the City could be construed much more broadly, the arbitrator is of the opinion that the bar in the contract should be narrowed, but that eliminating the "bar" in favor of "notice" should be left to the parties to negotiate.

The arbitrator is of the opinion that words "fire fighting, fire prevention, or EMS" should be added before "work" in the restrictive sentence, so it will read: "Unless there is an extreme emergency, [...] the City will not assign fire fighting, fire prevention or EMS work normally performed by employees in the bargaining unit to any other employees..."

DISCIPLINE:

The Union's proposal does not seem to be a good way of handling serious discipline, and the arbitrator is not persuaded that the Union made a sufficient case for it to warrant trying to write up an alternative under the authority to do so on non-economic issues. Despite the Union's reminder that some years ago this arbitrator went along, at least in concept, with an arbitral overlay such as is proposed here, looking at the question in 1994, the delay or speed up of hearing by the Board of Fire and Police Commissioners (BFOPC) in order to accommodate arbitrating disciplinary charges just does not seem like a very good way of handling serious discipline. The psychic energy, and the time and expense of getting a final answer would all be greatly increased under the Union's "option" proposal. Moreover, in this contract a "statutory" standard for discipline, rather than the "just cause" standard appears in the Management Rights language.* Granted, the Discipline Article [Art. XI] calls for "just cause", but the same Article in Section 11.3 provides "... The parties agree that any further process due an employee discharged or suspended shall be as contained in the Fire and Police Commission rules of the City, if the discipline imposed is within the Commission's jurisdiction. If not within its jurisdiction, such discipline shall be subject to the grievance procedure. ..."

While the Union may have more confidence in an arbitrator's ability to factor-in the statutory standards than the BFOPC's ability to factor-in a "just cause" standard -- or perhaps the Union just wants both available -- the legislature did not call for disbanding these Boards or restricting their jurisdiction when it passed the bargaining law.** Moreover, the costs of the unwieldy "option" the Union proposes here would seem to be substantial, and in the circumstances the arbitrator is not persuaded to the point of trying to come up with some compromise alternative and/or even to try to deal with the issues of legality in a Home Rule jurisdiction which both parties addressed.

* Art. III: "...to promote, suspend, discipline, or discharge, as per applicable Illinois State Statute or pursuant to the exercise of the City's Home Rule authority;...".

** Sec. 11.1 "The City may discipline or move to discharge any employee for just cause."

*** This is a comment on level of confidence, not legality -- which an issue I do not reach here.

AWARD

1. New Employees' Pay Schedule: The Union's Final Offer is Adopted.

_____ (concurring)

_____ (dissenting)

2. New Employees' Longevity Pay: The City's Final Offer is Adopted.

_____ (concurring)

_____ (dissenting)

3. Insurance: The City's Final Offer is Adopted.

_____ (concurring)

_____ (dissenting)

4. Integrity of Bargaining Unit: The words "fire fighting, fire prevention or EMS" shall be inserted before the word "work" in Sec. 1.5

_____ (concurring)

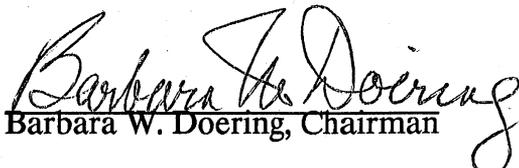
_____ (dissenting)

5. Discipline: The City's Final Offer is Adopted.

_____ (concurring)

_____ (dissenting)

Entered this 6th day of December, 1994.


Barbara W. Doering, Chairman

Richard Barber, City Arbitrator

Greg Noltaf Union Arbitrator