

IN THE MATTER OF FACTFINDING

STATE OF OHIO-STATE EMPLOYMENT RELATIONS BOARD(SERB)-CASE NO. 10-MED-03-0293

INTERNATIONAL ASSOCIATION OF FIRE-
FIGHTERS (IAFF) LOCAL NO. 48

) HEARING: SEPTEMBER 23, 2010

) REPORT: OCTOBER 22, 2010

AND

THE CITY OF CINCINNATI

APPEARANCES

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STATE EMPLOYMENT
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BACKGROUND

The City of Cincinnati is located in Hamilton County in the extreme southwestern part of Ohio. The Ohio River separates southern Hamilton County and Cincinnati from northern Kentucky. It is bordered on the west by the State of Indiana. Its population is about 350,000. It has a City Manager system and an elected City Council.

The City has been Party to a COLLECTIVE BARGAINING AGREEMENT (CBA) with IAFF Local No. 48 for some 25 years. It also has CBA's with other bargaining units, to include Police and administrative personnel. A little over 90 percent of the City's employees are organized.

The most recent CBA between the Parties covers the period of June 3, 2007 - May 29, 2010. They followed the Negotiations Procedures established by the Ohio Revised Code (O.R.C.), 4117.14(A). The Parties met on numerous occasions and subsequently invoked mediation procedures found in O.R.C. 4117.14(C)(2). The SERB Mediator assisted the Parties in resolving a few Issues.

The Undersigned was advised by letter of July 23, 2010 from SERB of his appointment as FactFinder for Case No. 10-MED-03-0293. The Parties were contacted and they kept the Factfinder apprised of progress or lack of it. The Hearing was tentatively set for September 22 and 23. Subsequently the Parties changed this to September 23.

The Hearing was held September 23, 2010 at the City Hall - Annex. Preliminary discussions began about 8:00 a.m. The Hearing was held from 9:00 a.m. to 9:00 p.m. It should be noted the Parties agreed to send their Position Paper, Exhibits and Authority as many days in advance of the Hearing as possible. The Union's submissions were received September 16th and the Employer's were received September 17. The Union submitted about 2,000 pages and the Employer submitted an estimated 600 pages.

The Parties were advised the Fact-Finder is required to proceed under the express language of the O.R.C. Under Fact-Finding Guidelines: Making Findings it states in part:

"4117.14(C)(4)(e) - In making its recommendations, the fact-finding panel shall take into consideration the factors listed in division (G)(7)(a) to (f) of this Section."

Conciliation Guidelines: Factors for Consideration by
Conciliator

"4117.14(G)(7) After hearing, the conciliator shall re-

solve the dispute between the parties by selecting, on an issue-by-issue basis, from between each of the parties final settlement offers, taking into consideration the following:

- 4117.14(G)(7)(a) Past collectively bargained agreements, if any, between the parties;
- 4117.14(G)(7)(b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- 4117.14(G)(7)(c) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- 4117.14(G)(7)(d) The lawful authority of the public employer;
- 4117.14(G)(7)(e) The stipulations of the parties;
- 4117.14(G)(7)(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment."

Ability to pay needs to be discussed briefly. This is the primary basis relied upon by the City in its attempt to secure total cost savings the next couple of years amounting to an estimated 105 million dollars. It notes; "26% of all expenses are attributable to the Fire Department." See Exhibit 38. It estimates the Fire Department's share as 13 million dollars a year. It must be understood ability to pay does not necessarily mean the Employer has the money in the bank or in reserves or has surplus revenue on an ongoing basis. Certainly this is desirable. However, it also means that

the City has the authority and flexibility to reduce costs and the means to increase revenue. While the Union does not recommend layoffs, it stresses the Employer has the right to do so and says so in its Position Paper, remarking; "Layoffs are coming." As an example of increasing revenue the Fire Fighters point to the City of Columbus which passed an income tax increase.

The Fact Finder is not an accountant, but has served as an elected school board member for twelve (12) years. He has a grasp for managing labor intensive budgets and the lack of flexibility in allocating funds. He also served four years as an elected member of City Council, serving on the H.R. and Finance Committees. The City stressed that dedicated funds cannot be "moved around" and simply transferred among accounts. Sanitation and water accounts are examples, as well as monies dedicated to the trolley system.

The estimated 2,500-3,000 pages of documents submitted by the Parties were reviewed in detail more than once, except for some of the "boilerplate" documents which became redundant. Considering the voluminous Exhibits and the number of unresolved Issues the Under-signed was quite surprised that the Parties scheduled only a one-day Hearing.

Both Parties were receptive to mediation. Both made professional presentations and addressed the Issues. Unfortunately examining the number of Issues left very little time for meaningful mediation. In preparation for the Hearing the Fact Finder prepared Draft language for each unresolved Issue. The Parties agreed to start with Article 2 and proceed through the unresolved Issues. It became apparent there was little time for discussion of the Draft proposals. A second day

of Hearing was suggested but agreement could not be reached to set a second day. It is not suggested that a 2nd day would have resulted in a CONTRACT acceptable to both Parties, but it is believed the OPEN ISSUES could have been reduced to a single digit number.

At the end of the long Hearing the Parties and the Fact Finder briefly reviewed the numerous unresolved Issues. It was agreed each would send its list to the Fact Finder, who would assure they coincided with his list. The Employer's List appears at the end of the REPORT as ATTACHMENT A and the Union's List appears as ATTACHMENT B. They will be addressed below in numerical order as they appear in the 2007-2010 CBA.

ARTICLE 2 RECOGNITION

The Union proposed adding at the end of the current language;
"Absent a State of Emergency the City will not contract out Bargaining Unit Work."

RECOMMENDATION: CURRENT LANGUAGE.

REASON(S): No substantial reason was given by the Union. It is apparent this would place a restriction upon Management which could seriously affect services and costs.

ARTICLE 4 WAGES, FRINGE BENEFITS AND WORKING CONDITIONS

No change is sought in the language of Section 4.1 or 4.2, but Section 4.2 states; "Negotiated changes in wages paid to employees are established in Appendix A, which is attached hereto and made a part hereof."

The Union proposed a four (4) percent increase for the period May 30, 2010-May 29, 2011. The City states (EX. (41))' "A 1% wage increase would increase costs for the City by \$756,728." The ac-

curacy of this figure was not questioned. The Comparables show Wages for Fire Fighters are competitive with those paid to Units in other Metropolitan areas in Ohio. In addition the Fire Fighters have Longevity Pay and SRA. When added together they exceed inflation. A Wage Freeze for two years does not work a hardship upon the Unit.

ARTICLE 5
MANAGEMENT RIGHTS

The Union proposed to eliminate paragraph 2. The City seeks to maintain current language, noting this would significantly affect its managerial flexibility and potentially would increase costs.

RECOMMENDATION: CURRENT LANGUAGE.

REASON(S): It is apparent deletion of paragraph 2 would "open some doors" for the Union, particularly in reference to practice and custom. There was no compelling reason for such a drastic change.

ARTICLE 12
RESIDENCY

The Union proposed language stating:

"All members of the Cincinnati Fire Department shall reside within a circle that is created by a radius drawn from the location of fountain square to the farthest point in either Warren, Butler or Clermont counties." (The remainder of current language is deleted). The City proposes maintaining current language.

RECOMMENDATION: CURRENT LANGUAGE.

REASON(S). Current language refers to Case #A0604513, which permits Unit members "to reside in Hamilton, Butler, Warren or Clermont Counties, in the State of Ohio." The Court has resolved the issue.

ARTICLE 17
CLOTHING AND EQUIPMENT

17.2 The Union contends the Quartermaster System is an "utter failure." It proposes it be abolished and

a clothing allowance of \$300.00 (three hundred dollars) be granted annually to all sworn employees.

Management contends no change is warranted. It concedes the System is not perfect but argues over time it has been workable.

RECOMMENDATION: CURRENT LANGUAGE.

REASON(S): The Record does establish the current system of ordering from one vendor lends itself to unnecessary delays. This needs to be given serious consideration by the Joint Management and Uniform Committee.

17.3 The Union proposes the following:

"Members working on the tour system, and others approved by the Fire Chief, shall be permitted to wear approved T-shirts or polo shirts as an optional uniform shirt. District Chiefs shall be permitted to wear polo shirts anytime during their shift or T-shirts anytime during their shift or T-shirts after 1700 hours."

The Employer disagrees, failing to see a benefit.

RECOMMENDATION: ACCEPT THE UNION'S PROPOSAL.

REASON(S): It does not increase costs for the City. Polo shirts have collars and are more presentable to the public. In addition, it is obviously a morale issue.

17.6 The Union proposes current language except changing on-duty loss or damage to clothing and equipment from "two hundred fifty dollars-\$250.00 per occurrence" to "two hundred fifty dollars per item." It compares language in the Fraternal Order of Police CBA, which has a \$150.00 limit per occurrence.

The City disagrees and questions the necessity.

RECOMMENDATION: CURRENT LANGUAGE.

REASON(S): No historical data was presented, potential costs cannot be projected and there is no evidence to support the inference that inferior equipment may be provided to curb costs.

ARTICLE 20
SERVICE REQUIREMENT ALLOWANCE

Section 20.1

The Union traced the history of the SRA. It began in 1976, nine years before the effective date of the Ohio Collective Bargaining Law. It began as a flat rate that was changed to "1% of the annual base salary for Fire Fighters in 2003 and 1½% in 2004." The Union says it amounts to \$776.00 per year per sworn member. It lists the items the benefit is intended to cover, such as boots, small tools and safety equipment. It notes members use their personal vehicles for incidental city business with no mileage reimbursement.

The City proposes eliminating this benefit. It cites an annual cost of \$756,000. It comments; "No other employees receive this benefit. It states that the Fire Fighters received this benefit as a "me too" measure. The City states the benefit is not used for its intended purpose, namely for uniform upkeep, occasional use of personal vehicles, and other expenditures incidental to service with the Department. The City contends SRA is a "windfall to firefighters." The City asks rhetorically; "When was the last time your employer paid you to do your laundry?" It notes washers and dryers are provided by the City at the stations "free of charge."

RECOMMENDATION: CURRENT LANGUAGE.

REASON(S): The Fact Finder concurs this is a substantial benefit although there is no way to determine its usage with any specificity. What may have been "traded" in the past is not known. But, how can this be labeled by Management as a "me too" benefit if no other units have it? It is also relevant that the Fact Finder is recommending a 2-year wage freeze.

ARTICLE 22
HOURS OF WORK

Sections 22.1, 22.2 and 22.3

The Union seeks the following change by adding the underlined language.

"The work week for all sworn employees assigned to a 40 hour work schedule shall be four (4) days a week, ten (10) hours a day, excluding Saturday and Sunday.

The Union states the 40-hour schedule has historically been followed and unit members have not been "forced" to work Saturdays and Sundays. It comments; "the uncertainty surrounding a new fire chief" compels it to seek assurance that this Monday-Friday schedule continue.

The City comments; "The Union proposes to exclude Saturday and Sunday from the regular workweeks of 40-hour employees. In essence, the Union wants to make any hours worked on Saturday and Sunday by 40 hour employees overtime hours..." The City adds this affects the Employer's right to schedule the workforce, such as limiting in-house training to Monday through Friday.

"The City proposes to adopt a 52-hour workweek and to adjust the number of Kelly Days received by firefighters accordingly. The City's rationale behind its proposal is that by changing the workweek of its fire fighters (increasing from 48 to 52 hours), the City will be able to reduce staffing costs because the firefighters will continue to be paid the same salary for a 52 hour workweek....." The Employer explained its proposal will reduce overtime and "lower its staffing requirements by a conservative estimate of 10%." It notes the number of "Kelly Days per employee will be reduced from 17 to 8," a reduction of about 50%.

The Union takes strong exception to the 52 hour workweek proposal. It calculates the extra four hours as an increase of 8.3% of working time each week. It adds; "The current language stipulates that a member works a 24 hour tour of duty followed by 48 hours of continuous time off with every 7th tour of duty granted off (also known as a Kelly Day) granting an employee 120 hours of continuous time off." The Union presented comparables for Akron, Cleveland, Columbus, Dayton and Toledo. Each shows a 48-hour workweek with Kelly Days. It notes 40 hour employees work 2,080 hours a year and 48 hour employees work 2,496 hours a year. By its math the 52 hour workweek increases these hours to 2,704 a year. The Union stresses the 48 hour schedule was developed about 35 years ago by an Hours Task Force whose goal was to provide the City the means to provide safety services and to see factfinders "are not overworked."

RECOMMENDATION: CURRENT LANGUAGE.

REASON(S): The City's proposal to significantly alter the work schedule is a matter to be decided by the Parties, not by the stroke of a Fact Finder's pen. If it were simply a practice, under current language in Article 2 the City could arbitrarily change it. No one questions the need for professional firefighters, the dangers faced when duty calls and the need for a reasonable

amount of time for "rest." Under the 48 hour schedule unit members work hybrid schedules; 24 hours on duty and 48 hours off. Every 7th tour they have 120 continuous hours (or five (5) days off. It is not surprising, particularly in a time of recession, that the City is seeking more efficient means to manage the workforce and provide services to the public.

ARTICLE 25
LONGEVITY

The City proposes this benefit be "dropped," stressing there is a 1.2 million carryover from 2010. It notes the Longevity payment (by agreement with the Union) was deferred until 2011. Management views dropping Longevity as part of the Fire Fighters "share" of reducing the Budget deficit, projected at 50.4 million in 2011 and 55.6 million in 2012.. The City stresses "it is attempting to phase out longevity for all of its employee groups..." It comments; "Longevity is a benefit no longer justified by economics or by principle." As the first contract in the negotiation cycle, the City must begin removing these longevity payments with the firefighters. "Due to the current economic downturn and the associate short-falls in City revenue, the City can no longer offer this benefit."

The Union traced the history of the benefit, which pre-dates their first CBA. Three levels were established; 8 years, 14 years and 20 years. These levels have been maintained and currently read \$700.. (8 years); \$800.00 (14 years) and \$1,200.00 (20 years). The Union seeks to add a 4th Step after 25 years and payment of \$2,400.00.

Comparables show other Ohio Firefighters receive such a benefit. The Union notes Cincinnati Police receive more in longevity. It comments over the years it worked with Management, agreeing to Longevity and SRA increases as part of overall compensation, thereby reducing the "across the board wage increase and reducing political pressure on the City." It emphasizes the elimination of Longevity would result in a pay cut of up to 2% for some members. The Union adds it agreed to defer the Longevity Payment of some 1.2 million dollars.

RECOMMENDATION: CURRENT LANGUAGE.

REASONS: This is another of the more important provisions of the CBA with a long history. It was negotiated by the Parties and any major changes should be made through collective bargaining.

The O.R.C. does not dictate nor contemplate that it is the Fact Finders's role to negotiate the CBA. Longevity is a historic negotiated benefit, enacted in part to reduce turnover and in particular to retain highly skilled employees. It is obvious the City needs to reduce costs and it is just as obvious why the Union strongly resists removing Longevity.

ARTICLE 28
SICK LEAVE WITH PAY

Both Parties seek extensive changes to this Provision. They are summarized below.

The Union proposes:

28.2-C- Increase 24 hours of SWP-F Leave to 48 hrs.

28.5 Paragraph 4, page 52-CBA-Change physician's verification from 14 days to 31 days.

Paragraph 5-pp. 52-53-Liberalize return to work medical requirements.

28.6 Delete the List of illnesses or disabilities. Limit the Employer's right to require medical verification to the Employee's treating doctor.

28.9 Increase SWP-D from 24 hrs. to 48 hrs.

28.12 The Union seeks to add:

"If the third physician agrees with the members treating physician, the member shall immediately be placed on full duty status."

The City proposes:

a. Paying SLWP at 70% of the Employee's regular rate.

b.-28.5 Paragraph 1-Remove the FMLA exception.

c. Delete "EOB" (explanation of benefits) language.

d. Remove 28.10-A, which provides for the accumulated Sick Leave at a 1 - to - 1 ratio.

e.-28.12 Medical Separation:

1. Permanent restrictions will be made by the City Physician;
2. "A member opting for a third physician review must authorize his treating physician to release all medical information needed to the City Physician and/or the employee will agree to be examined by a licensed medical practitioner selected by the City."

RECOMMENDATIONS: CURRENT LANGUAGE EXCEPT FOR THE FOLLOWING:

28.5 Delete Item 2, page 52 of the current CBA which reads: "An Explanation of Benefite Form (EOB) from the current health insurance provider. The diagnosis may be blacked out."

28.12 Medical Separation - Recommended Language to be added to the current language.

"A member opting for a third physician review must authorize his treating physician to release all relevant medical information to the City Physician. If the third physician agrees with the member's treating physician, the member shall immediately be placed on full duty status ."

REASONS:

Re-writing Article 28 by the FactFinder is an unreasonable expectation. The Parties had ample time to reach reasonable compromises. The recommendation to delete the EOB language does not substantially alter 28.5, which is quite liberal in favor of members. The Employer has the right to require evidence of disability. The recommended language for 28.12 combines reasonable proposals made by the Parties.

ARTICLE 29
VACATION AND HOLIDAY PAY

29.5 The Union proposes changing one sentence at line 6 of the current AGREEMENT, p. 58. The underlined ending of sentence is the proposed change.

"Members may elect to use Vacation Leave, Compensatory Time or Holiday Leave in any of the rounds, however they shall only be entitled to take one type of leave per round.

29.9 CBA, pp. 66-67, line 10

The Union proposes increasing the annual sellback. Its proposed change is underlined.

"Effective January 1, 2011, the sellback amount shall increase to 120 hours per year."

The City strongly disagrees to the Union's proposals. It notes in 2010 "the holiday sellback cost the City \$454,268 and the Union's proposal would cost an estimated \$410,000."

The City seeks changes intended to afford it more flexibility in scheduling. "The City...merely seeks to have all time off (compensatory time, sick leave, injury with pay leave, and limited duty leave) count when considering whether a member can use additional leave..." It urges subsection L be removed.

RECOMMENDATION: CURRENT LANGUAGE

REASONS: There is no pressing need to amend ARTICLE 29. The additional cost of the Union's proposals is prohibitive.

ARTICLE 30
PAY DIFFERENTIAL

30.2-h The Union proposes adding this as a new provision.

"The Fire Department shall provide a minimum of 32 hours of overtime per payroll year for each paramedic to attend Fire Department sponsored continuing education on his off time. All paramedic continuing education shall be conducted on duty."

The City responds.

".....This issue is not about paramedics receiving the necessary training. The City believes that by providing the 20 overtime hours and providing on-duty training, paramedics receive adequate amount of training and continuing education time....."

RECOMMENDATION: CURRENT LANGUAGE.

REASON The Union's proposal does not add to service to the public; it only adds costs to the City.

ARTICLE 32
GENERAL

32.7 MEDICAL - APPENDIX A - HEALTHCARE

The Union proposes the City pay "\$77.29" month per member. Current language requires the City to pay \$70.00 per mo. per member for Dental.

The City strongly disagrees that an increase in excess of 10% is warranted in the current economic environment. It stresses its overall health-care costs have increased some 43% since 2003.

The Employer proposes a number of increases in order to address rising healthcare costs.

"The City proposes some modest increases in employees' deductibles, out-of-pocket maximums, and prescription costs. Specifically, the City proposes to increase deductible amounts to \$500 (from \$300) for single coverage in-network (\$1,000 single out-of-network) and \$1,000 (from \$600) family coverage in-network (\$2,000 family out-of-network). Additionally, the City proposes raising the maximum employee out-of-pocket maximum to \$2,000 single and \$4,000 family in-network (\$4,000 and \$8,000 out-of-network). Currently, the out-of-pocket maximum is \$1,500 for single coverage and \$3,000 for family coverage. Finally, the City proposes changing the prescription cost schedule to \$10/\$30/\$60 for retail prescriptions and \$20/\$60/\$120 for 90-day mail order prescriptions. Currently, the prescriptions cost schedule is \$10/\$20/30 for retail prescriptions.

The Employer stresses an unprecedented number of serious illness have contributed significantly to the depletion of reserves which are now "almost zero."

The Union seeks to maintain current language for the Healthcare Plan except for Dental. It comments; "The internal and external comparables do not support the cities (sic) proposal."

RECOMMENDATION: CURRENT LANGUAGE FOR DENTAL.
CURRENT LANGUAGE FOR HEALTHCARE.

The City's Exhibits and Position Paper show a need to overhaul the Healthcare Plan. However, the Factfinder does not consider the proposed amendments as "modest." Considering a Two-Year Contract is being recommended with no Wage increase the Factfinder cannot recommend potentially thousands of dollars in added healthcare costs for unit members.

ARTICLE 35
TERM OF AGREEMENT

RECOMMENDATION: TWO (2) YEAR CONTRACT.

REASONS: This permits time for the City to initiate cost-savings measures as well as sufficient time to invoke measures to increase revenue. At the same time the recommended Wage Freeze is not harsh, considering the continuation of Longevity Pay and SRA are recommended. In addition the Firefighters' Wages and Benefits compare favorably with other like units in metropolitan Ohio.

ARTICLE 37
STAFFING

37.1 The Union seeks to staff companies with 5-6 members under certain hazardous conditions, an increase of 1-2 in the crew.

37.7 The Union proposes establishing a minimum number of medical transport units and establishing minimum staffing of paramedics which would increase staffing.

The City is strongly opposed to additional staffing requirements.

"The City proposes eliminating the current Daily Staffing Requirements entirely..." In short, the Un-

ion's proposal would prevent the City from effectively operating its fire department." "[T]he Union's proposal grossly exceeds any legal requirement..." "The Union's proposal is not supported by Comparables."

RECOMMENDATION: CURRENT LANGUAGE.

REASONS: Unless restricted by Law or Contractual language the City has the right to establish crews and crew sizes. The Union's proposals are speculative and fail to show a substantial safety need. The cost of additional staffing is prohibitive.

ARTICLE 39
OFF-DUTY DETAIL PROGRAM

The Union proposes a Master Turn Sheet which includes all qualified personnel with each having a turn on a rotating basis. In addition it proposes; "All training and testing for special event details shall be conducted on duty..." (part of the new language)

Management strongly disagrees. It objects to the added cost of on-duty training. It contends this is a further infringement upon the City's right to manage its facilities and to direct the workforce, noting there are special skills required for specific details.

RECOMMENDATION: CURRENT LANGUAGE.

REASONS: More on-duty training is not feasible. The current language provides the means for both Parties to make reasonable compromises to develop a Master Turn Sheet beneficial to both Parties.

NEW ARTICLE - PROMOTIONS

Some seventy (70) Firefighters have been arrested over the past few years for a variety of offenses, to include felonies. The City stresses the importance of the Department's image to the public and internally as well. Discipline imposed varies from Reprimands to Discharge. The City proposes the following:

"Members with disciplinary action in their personnel files, or pending criminal charges, shall not be eligible to take a promotional exam or be appointed to a higher rank."

Discussion revealed Management and the Union have jointly addressed in particular the visibility of Firefighters to the public and the need for them to be role models. Union and Management officials have contacted members and have received a good response. Infractions have declined significantly.

RECOMMENDATION: NO NEW ARTICLE.

REASONS: The Parties are working together to address the problem with some success. The problem should be maintained on the agenda of the Labor-Management Committee.

APPENDIX A
WAGES

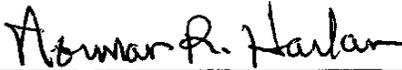
RECOMMENDATION: WAGE FREEZE FOR TWO (2) YEARS.

REASONS: As noted in Article 4, supra pp. 5-6, the Firefighters enjoy competitive Wages and Benefits. In addition the Factfinder recommends Longevity and SRA be continued.

APPENDIX B
HEALTHCARE

RECOMMENDATION: CURRENT LANGUAGE.

REASONS: Addressed supra, pp. 14-15.



Norman R. Harlan, Fact Finder

Steubenville, Ohio

October 22, 2010

POST FACT-FINDING HEARING

LIST OF UNRESOLVED ISSUES AND POSITIONS OF THE CITY OF CINCINNATI

Case No. 10-MED-03-0293

International Association of Firefighters, Local 48/City of Cincinnati

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ATTACHMENT B
 POST FACT-FINDING HEARING
 LIST OF UNRESOLVED ISSUES AND POSITIONS OF IAFF LOCAL 48

6. General Description of the : Full Time Fire Service
 Function of the Employees :
 in the Unit: :
7. List of Dates the Parties Have : May 28, June 15, June 18, July 9,
 Met: : July 19, August 6, August 11
 :
8. Tentative Agreements: : See attached Tab B
 :
9. Statement of Unresolved :
 Issues and Positions of the :
 Union as of 9/24/00 :
 : **Tab C (Article 2) - Recognition**
 : **Tab D (Article 5) - Management Rights**
 TA signed — **Tab E (Article 8) - Safety**
 : **Tab F (Article 12) - Residency**
 TA signed — **Tab G (Article 17.1) - Clothing & Equipment - helm - ID - weap**
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 : **Tab J (Article 17.6) - Clothing & Equipment - reimbursement**
 : **Tab K (Article 20) - SRA**
 : **Tab L (Article 22) - Hours of Work**
 : **Tab M (Article 25) - Longevity**
 : **Tab N (Article 28.2 & 28.5) - Sick Leave with Pay (hour)**
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 :

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Post Office To Addressee

DELIVERY (POSTAL USE ONLY)			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo Day			
Delivery Date	Time	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo Day			
CUSTOMER USE ONLY			
<input type="checkbox"/> NO DELIVERY <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday <input type="checkbox"/> Mailer Signature			
<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.			

ORIGIN (POSTAL SERVICE USE ONLY)			
PO ZIP Code	Day of Delivery	Postage	
	<input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Out Day Scheduled Date of Delivery	\$	
Date Accepted	Month Day	Return Receipt Fee	
Mo Day Year		\$	
Time Accepted	Scheduled Time of Delivery	COD Fee	Insurance Fee
<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Noon <input type="checkbox"/> 3 PM Military	\$	\$
Flat Rate <input type="checkbox"/> or Weight	<input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day Int'l Alpha Country Code	Total Postage & Fees	
lbs. ozs		\$	
		Acceptance Emp Initials	

FROM: (PLEASE PRINT) PHONE ()

TO: (PLEASE PRINT) PHONE ()

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

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FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811



USPS packaging products have been awarded Cradle to Cradle CertificationSM for their ecologically-intelligent design. For more information go to mbdc.com/usps

