

2/24/75 ARB

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March 20, 1975

Mr. Robert Pisarski
Director
Michigan Employment
Relations Commission
Plaza Building, 14th Floor
1200 Sixth Avenue
Detroit, Michigan 48226

Re: City of Ann Arbor
-and-
Ann Arbor Firefighters Association

Dear Mr. Pisarski:

Enclosed please find award in connection with the captioned matter.

The opinion in support thereof will be finalized in approximately 2 to 3 weeks and will be remitted to your office at that time.

Sincerely,



RICHARD L. KANNER

RLK:alc

Encl.

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Ann Arbor, City of
R. L. Kanner

In the Matter of the Statutory Arbitration Between:

CITY OF ANN ARBOR

-and-

ANN ARBOR FIRE FIGHTERS UNION, LOCAL 1733,
I.A.F.F., AFL-CIO

APPEARANCES:

For the City - Melvin Moskowitz, Attorney
For the Union - Lucian J. Henry, Attorney

MEMBERS OF THE ARBITRATION PANEL:

Richard L. Kanner, Chairman
Ronald Helveston, Union Representative
Michael Rogers, City Representative

AWARD

The within award is final and conclusive notwithstanding that an opinion is not incorporated herein. The opinion will be drafted and executed by the Panel members in the near future. The former labor agreement expired June 30, 1974.

The award, hereinafter set forth, has been made after full discussion by the Panel members and pursuant to the criteria set forth in Public Act 312, P.A. of 1969, as amended.

The Panel has identified all issues between the parties as economic and each party has submitted the following last best offers.

I - WAGES

Last best offers:

CITY OF ANN ARBOR:

The following is the proposed wage schedule for 1974-75:

a. Firefighter-Dispatcher	\$ 13,299	(maximum rate)
b. Sergeant-Asst. Mechanic	14,103	
c. Lieutenant	14,639	
d. Fire Inspector	15,175	
e. Captain-Apparatus Mechanic	15,712	
f. Battalion Chief	16,784	
g. Fire Marshal	17,320	
h. Assistant Chief	17,857	

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The City of Ann Arbor proposes for the contract period July 1, 1975 to June 30, 1976 a six point five per cent (6.5%) increase for all positions and classifications.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers:

Wage rates for 1974-75

POSITION	Min. Rate	Intermediate Rates		Maximum Rate 3 yrs. service	(1L)* 7 yrs. service	(2L)* 12 yrs. service	(3L)* 18 yrs. service
		1 yr.	2 yrs.				
Fire Fighter							
Dispatcher	<u>12,110</u>	<u>12,665</u>	<u>13,220</u>	<u>13,776</u>	<u>14,276</u>	<u>14,776</u>	<u>15,276</u>
Sergeant Asst. Mechanic				<u>14,610</u>	<u>15,110</u>	<u>15,610</u>	<u>16,110</u>
Lieutenant				<u>15,165</u>	<u>15,665</u>	<u>16,165</u>	<u>16,665</u>
Fire Inspector				<u>15,721</u>	<u>16,221</u>	<u>16,721</u>	<u>17,221</u>
Apparatus Mechanic Captain				<u>16,276</u>	<u>16,776</u>	<u>17,276</u>	<u>17,776</u>
Deputy Fire Marshal				<u>16,276</u>	<u>16,776</u>	<u>17,276</u>	<u>17,776</u>
Battalion Chief				<u>17,387</u>	<u>17,887</u>	<u>18,387</u>	<u>18,887</u>
Fire Marshal				<u>17,943</u>	<u>18,443</u>	<u>18,943</u>	<u>19,443</u>
Assistant Chief				<u>18,498</u>	<u>18,998</u>	<u>19,498</u>	<u>19,998</u>

*Represents salary plus longevity payments.

Wage rates for July 1, 1975 to June 30, 1976:

Fire Fighter							
Dispatcher	<u>13,200</u>	<u>13,805</u>	<u>14,410</u>	<u>15,016</u>	<u>15,516</u>	<u>16,016</u>	<u>16,516</u>
Sergeant Asst. Mechanic				<u>15,925</u>	<u>16,425</u>	<u>16,925</u>	<u>17,425</u>
Lieutenant				<u>16,530</u>	<u>17,030</u>	<u>17,530</u>	<u>18,030</u>

Fire Inspector	<u>17,136</u>	<u>17,636</u>	<u>18,136</u>	<u>18,636</u>
Apparatus Mechanic Captain	<u>17,741</u>	<u>18,241</u>	<u>18,741</u>	<u>19,241</u>
Deputy Fire Marshal	<u>17,741</u>	<u>18,241</u>	<u>18,741</u>	<u>19,241</u>
Battalion Chief	<u>18,952</u>	<u>19,452</u>	<u>19,952</u>	<u>20,452</u>
Fire Marshal	<u>19,558</u>	<u>20,058</u>	<u>20,558</u>	<u>21,058</u>
Assistant Chief	<u>20,163</u>	<u>20,663</u>	<u>21,163</u>	<u>21,663</u>

* Represents salary plus longevity payments.

The Union offer represents 11.1% increase for all classifications.

AWARD

The Panel orders a two-year contract starting July 1, 1974 through June 30, 1976. The Panel further orders that the Ann Arbor Fire Fighters Association offer as ^{to} all classifications as above set forth be incorporated in fiscal July 1, 1974 through June 30, 1975; and that the City of Ann Arbor's above recited offer be incorporated in fiscal July 1, 1975 through June 30, 1976.

II - COST OF LIVING ALLOWANCE

Last best offers:

CITY OF ANN ARBOR -- None

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers an increase of one cent per hour for every .4 change in the Consumer Price Index payable quarterly. This increase shall only obtain after the Cost Price Index has reached a level of 179.9.

AWARD

The Panel orders that no cost of living allowance be incorporated in the fiscal 1974-76 contract.

III - SICK LEAVE ACCUMULATION--40-Hour Personnel

Last best offers:

CITY OF ANN ARBOR - The City of Ann Arbor offers no change in the fiscal 1973-74 expired contract.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to clarify Section 26 (a) and to retain the balance of Section 26 as contained in the

recently expired collective bargaining agreement (Union Exhibit 6, page 13).
Section 26 (a) shall read as follows:

Each permanent employee of the City shall be entitled to sick leave of one (1) 10-hour work day with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to sick-leave for the time actually worked at the same rate as that granted full-time employees.

AWARD

The Panel orders that the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

IV - SICK LEAVE ACCUMULATION 24-Hour Shift Employees

Last best offers:

CITY OF ANN ARBOR offers no change in the fiscal 1973-74 expired contract.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to modify Section 27 (a) only and to retain the balance of Section 27 of the recently expired collective bargaining agreement (Union Exhibit 6, page 15).
Section 27 (a) shall read as follows:

Each permanent fire fighting platoon employee of the City shall be entitled to sick leave of one (1) duty day with pay for each completed month of service.

AWARD

The Panel orders that the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

V - HOLIDAYS

Last best offers:

CITY OF ANN ARBOR -- The City proposes no change in present amount of holiday pay but proposes that the payment day be in the first month following the end of the fiscal year, the manner in which last Holiday payment was made. The number of Holiday paydays for forty-hour employees to remain the same as in current contract.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to increase the number of holidays afforded to 40-hour personnel only and to retain the status quo ante for 24-hour shift personnel. The Union's last offer of settlement is to modify Section 33, Compensation for Absence on Holidays, of the recently expired collective bargaining agreement (Union Exhibit 6, page 18) to read as follows:

Fire Department personnel who are employed on a 40-hour duty work week who are on pay status (working or on sick leave or vacation, or if under the first to 365th day of special provisions of Workmen's Compensation as outlined under [Section 35 in the recently expired collective bargaining agreement]). The working day before and the working day after the holiday shall be off duty on each of the following holidays or parts thereof and shall receive their regular compensation for the following holidays or parts thereof, and any other day or part of a day proclaimed in writing as a City Holiday by the Mayor, upon the recommendation of the City Administrator, during which the public offices of the City are closed:

New Year's Day
Lincoln's or Washington's Birthday
Memorial Day
July 4
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve (Effective July 1, 1975)
Christmas Day
New Year's Eve (Effective January 1, 1975)
Good Friday (1/2 day).

Fire Department personnel working a 50.4-hour duty week shall receive six (6) full twenty-four (24) hour day pays, at their hourly rate (if employed for the full year or prorated on months of service) on a 50.4 hour duty week per year. On-duty personnel shall be granted compensatory time for Good Friday. This payment shall be made on the last day of June.

AWARD

The Panel orders the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

VI - FOOD ALLOWANCE

Last best offers:

CITY OF ANN ARBOR -- The City of Ann Arbor offers a \$30.00 increase in food allowance for the first year of the contract and no increase in the second year of the contract. This raises the food allowance to \$280.00.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to increase the food allowance afforded 24-hour shift fire fighting employees and calls for the modification of Section 34, Food Allowance of the recently expired collective bargaining agreement (Union Exhibit 6, Page 19) to read as follows:

Effective July 1, 1974, Fire Department personnel working a 24-hour duty day shall receive a \$325 food allowance annually. Effective July 1, 1975, Fire Department personnel working a 24-hour duty day shall receive a \$400 food allowance annually. Payment of food allowance shall be made on the first day of December. The Food Allowance will be prorated on a monthly basis to begin on January 1st. For the purpose of pro-rating food allowance, any partial month employed shall constitute a full month.

AWARD

The Panel orders the above recited City offer be incorporated in the fiscal 1974-76 contract.

VII - WORKMEN'S COMPENSATION SUPPLEMENT

Last best offers:

CITY OF ANN ARBOR offers no change from the present Workman's Compensation Benefits provided to Fire Fighters.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to provide effective July 1, 1975 an improvement in the Workmen's Compensation supplement presently provided in Section 35, Workmen's Compensation -- On the Job Injury, of the recently expired collective bargaining agreement (Union Exhibit 6, page 19). Section 35 shall read as follows:

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation may elect to use his accumulated sick time. If the employee uses his accumulated sick time, he shall receive his full salary and he may return his Workmen's Compensation check to the City. The City, upon receipt of the Workmen's Compensation check shall convert that amount into hours and days and shall deduct those hours and days from the employee's sick leave charge. An employee who elects not to utilize his accumulated sick time or who has no accumulated sick time, shall receive the Workmen's Compensation benefits as specified by law. An employee injured on the job and eligible for Workmen's Compensation shall, in addition to Workmen's Compensation benefits, receive the difference between the Workmen's Compensation benefits and his City salary and all fringe benefits (except pro-rated food and clothing allowance) as of the date of injury (excluding overtime) commencing the first actual day on which he is able to work following the day of injury and continue thereafter until the 365th day following such injury. Thereafter, an employee injured on the job and eligible for Workmen's Compensation shall, in addition to Workmen's Compensation benefits, receive 70% of the difference between the Workmen's Compensation benefits and his City salary and all fringe benefits (except pro-rated food and clothing allowance) as of the 365th day following said injury (excluding overtime) until such time as the employee either receives a duty disability pension or is able to return to his original classification or another open classification. During this period of time, the Employer may, with the doctor's permission, require the employee to perform such City work

as said employee may be able to do. During this period of time, said employee's salary and all fringe benefits (except pro-rated food and clothing allowance) shall be in accordance with the pay schedules set forth in existing contract with regard to seniority and all scheduled pay raises, except that the employee will not receive longevity or merit increases until he returns to work. Following a 365th day, an employee's health and ability to perform work for the City shall be reviewed. If the employee is able to return to his original classification, he shall do so. If the employee is not able to return to his classification, but is able to perform work in another open classification, he shall be offered a position in that classification and his pay shall either be commensurate with the salary or wage grade for that position, or 70% of the salary or wage grade of his original classification or position whichever is higher.

AWARD

The Panel orders the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

VIII - VACATIONS - 40-Hour Personnel

Last best offers:

CITY OF ANN ARBOR offers no increase in vacation rate of accumulation for non-platoon personnel or platoon personnel.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to clarify Sections 36 (a) and (b) of the recently expired collective bargaining agreement (Union Exhibit 6, pages 19 and 20) to afford 40-hour personnel vacation days of 10 hours. These modifications shall read as follows:

Vacation for permanent, uniform, non-fire fighting platoon personnel shall be accrued and granted as follows:

1. Personnel with up to and not including eight years of service shall be entitled to fourteen (14) full 10-hour duty days off per year, provided that such days off may be divided into periods of time upon the approval of the Fire Chief. Vacations may be taken in one sum or in as many whole duty days as desired.

2. Employees who have eight and 16 years of continuous service with the City shall be allowed eighteen (18) and twenty-two (22) ten-hour working days of vacation leave per annum respectively, thereafter.

AWARD

The Panel orders the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

IX - VACATIONS - 24-Hour Duty Day Personnel

Last best offers:

CITY OF ANN ARBOR offers no increase in vacation rate of accumulation for non-platoon personnel or platoon personnel.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to retain the status quo ante for 24-hour duty-day personnel as contained in Section 36 (b). Vacations, of the recently expired collective bargaining agreement (Union Exhibit 6, page 20) and is as follows:

Fire Department personnel, working on a 24-hour duty day shall be allowed to use their accumulated vacation leave as follows:

1. Personnel with up to, but not including, eight (8) years of service shall be entitled to eight (8) full duty-days off per year, provided that such day off may be divided into periods of time upon the approval of the Fire Chief and as indicated in (2) below.
2. Personnel who have eight (8) and sixteen (16) years of continuous service or more, shall be entitled to ten (10) and twelve (12) full duty-days off per year, respectively, provided that such days off may be divided into periods of time upon approval of the Fire Chief. Vacation may be taken in one sum or in as many whole duty-days as desired.
3. Earning Vacation Leave - Personnel who have eight (8) and sixteen (16) years of continuous service or more shall be entitled to ten (10) and twelve (12) days per year. Personnel shall receive (not earn) ten (10) days of vacation on their ninth year and twelve (12) days of vacation on their seventeenth year.

AWARD

The Panel orders the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

X - PERSONAL LEAVE DAYS

Last best offers:

CITY OF ANN ARBOR offers no increase in personal leave days for non-platoon or platoon personnel.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to clarify personal leave days for 40-hour personnel to reflect the 10-hour work day worked by said personnel and thereby to modify Section 37, Personal Leave Days, of the recently expired collective bargaining agreement (Union Exhibit 6, page 22) to read as follows:

One (1) personal leave day for all personnel in the unit and such day is not to be deducted from sick leave (one (1) twenty-four (24)-hour day for platoon personnel and two (2) ten (10)-hour days for forty (40)-hour personnel). This time shall be added to the individual's compensatory time as of July 1, of each year.

AWARD

The Panel orders that the Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

XI - CLOTHING ALLOWANCE

Last best offers:

CITY OF ANN ARBOR - the City offers a \$25.00 increase in uniform allowance for platoon personnel and non-platoon personnel.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to increase the clothing allowance for its bargaining unit members by modifying Section 45, Clothing Allowance, of the recent expired collective bargaining agreement (Union Exhibit 6, page 23) to read as follows:

(a) Effective July 1, 1974, personnel who are required to wear dress blue uniforms at all times (including Assistant Chief, Battalion Chief, Fire Marshal, Fire Inspector) -- \$250 cash per annum. Effective July 1, 1975, personnel who are required to wear dress blue uniforms at all times (including Assistant Chief, Battalion Chief, Fire Marshal, Fire Inspector) -- \$300 cash per annum.

(b) Effective July 1, 1974, 24-hour duty day and other personnel -- \$175 cash per annum. Effective July 1, 1975, 24-hour duty day and other personnel -- \$225 cash per annum. The Employer shall furnish all the required protective clothing (including uniform, hat, badge, and helmet) to a new employee.

(c) Clothing Allowance payment for (a) and (b) shall be the first pay day in July.

(d) After an employee has replaced the original protective clothing from the clothing allowance, it shall be considered the employee's personal property. However, should employment be terminated before protective clothing is replaced by the employee, the ownership shall revert back to the employer. Any part of protective clothing or dress uniform damaged in the line of duty shall be replaced by employer.

AWARD

The Panel orders that the City of Ann Arbor's offer be incorporated in the fiscal 1974-76 contract.

XII - HOSPITAL, MEDICAL, SURGICAL INSURANCE FOR RETIREES

Last best offers:

CITY OF ANN ARBOR - The City proposes no change from the present offering of the City's group rate to retirees with their reimbursing the City.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to provide said insurance for employees retiring on or after July 1, 1975, by adding to Section 47, Hospitalization, of the recently expired collective bargaining agreement (Union Exhibit 26, page 24), the following language:

Effective July 1, 1975, the city of Ann Arbor shall provide to all bargaining unit members retiring on or after July 1, 1975, the hospitalization insurance afforded bargaining unit personnel and that the city of Ann Arbor shall assume the whole cost for said hospitalization premium, including that premium portion that is for his spouse and children under 19 years of age; but shall exclude special dependent coverage such as, for example, a parent, mother-in-law, child over 19 years of age.

AWARD

The Panel orders that the Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

XIII - HOSPITAL, MEDICAL AND SURGICAL INSURANCE

Last best offers:

CITY OF ANN ARBOR offers the present MVFI Blue Cross/Blue Shield with Master Medical.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to improve the benefit level afforded under the present collective bargaining agreement and will call for the modification of Section 45 (a) of the recently expired collective bargaining agreement (Union Exhibit 6, page 24) to read as follows:

The hospitalization plan is the high benefit MVF II Comprehensive Blue Cross/Blue Shield Plan, with Master Medical IV coverage, plus prescription drug deductible rider. This plan provides for up to 365 days of hospitalization and includes the comprehensive Blue Shield Surgical Plan.

AWARD

The Panel orders that the City of Ann Arbor's offer be incorporated in the fiscal 1974-76 contract.

XIV - DENTAL PLAN

Last best offers:

CITY OF ANN ARBOR offers the Delta Dental Program presently offered to other City employees.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to provide effective July 1, 1975, a dental insurance plan and will call for the inclusion in the collective bargaining agreement of the following provision:

Effective July 1, 1975, the City shall pay the true cost of a Delta Dental Plan with Class I (Basic Benefits Class), II (Prosthodontic Benefits), both with \$600 annual maximum and Class III (Orthodontic Benefits), with \$750 lifetime maximum, each class of coverage with a 75/25 co-payment, and coverage provided for employee, spouse of employee, and dependent children of employee

AWARD

The Panel orders that the above recited City offer be incorporated in the fiscal year July 1, 1975-76 contract.

XV - OPTICAL CARE

Last best offers:

CITY OF ANN ARBOR offers the Co-op-Optical Program presently offered to other employees in the City of Ann Arbor.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to provide optical care effective July 1, 1975 with a 75/25 co-payment provision.

AWARD

The Panel orders that the above recited City offer be incorporated in the fiscal year July 1, 1975-76 contract.

XVI - LIFE INSURANCE COVERAGE

Last best offers:

CITY OF ANN ARBOR offers that the present life insurance provision set forth in the current contract remain as is; except that the City offers optional life insurance up to twice the annual salary of fire-fighters with the City paying fifty percent (50%) of the cost.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers that the City provide life insurance equal to double the salary of the employee together with \$15,000 coverage for Accidental Death and Dismemberment.

AWARD

The Panel orders that the above recited City offer be incorporated in the fiscal 1974-76 contract.

XVII - TRAINING AND PARKING FACILITIES

Last best offers:

CITY OF ANN ARBOR offers that no additional space be provided to the firefighters neither at the lot adjacent to the Fire Station nor at the City's expense in a Municipal owned lot.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to require the employer to provide on or before July 1, 1975, sufficient and adequate parking spaces at Fire Station 1 or within a reasonable distance for the automobiles of all employees who are on duty at said station. The Employer further shall be required to provide on or before July 1, 1975, adequate space in the presently existing parking lot adjacent to Station 1 for training exercises involving fire equipment and apparatus.

AWARD

The Panel orders that the City provide sufficient and adequate parking spaces at the Fire Station 1 or within a reasonable distance for the automobiles of all employees who are on duty at said station effective fiscal July 1, 1975-76. The City shall not be required to provide adequate space in the presently existing parking lot adjacent to Station 1 for training exercises involving fire equipment and apparatus.

XVIII - RECLASSIFICATION OF UNIT POSITIONS

Last best offers:

CITY OF ANN ARBOR offers no change in classifications.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to provide effective January 1, 1975, for the reclassification of certain classifications in the salary schedules heretofore made a part of the award. The last offer of settlement is as follows:

Effective January 1, 1975, the position of Assistant Mechanic shall be upgraded so that the pay scale for the Assistant Mechanic shall be identical to that afforded the position of Lieutenant.

Effective January 1, 1975, the position of Apparatus Mechanic shall be upgraded so that the pay scale for the Apparatus Mechanic shall be one-half (1/2) of the combined salaries for the positions of Captain and Battalion Chief.

Effective January 1, 1975, the position of Deputy Fire Marshal shall be upgraded so that the pay scale for the Deputy Fire Marshal shall be one-half (1/2) the combined salaries for the positions of Captain and Battalion Chief.

Effective January 1, 1975, the position of Fire Inspector shall be upgraded so that the pay scale for the Fire Inspector shall be identical to that afforded the position of Captain.

Effective January 1, 1975, the position of Fire Marshal shall be upgraded and the Fire Marshal shall receive the salary set forth below:

January 1, 1975 to and through
June 30, 1975 \$18,498*

July 1, 1975 to and through
June 30, 1976 \$19,700*

Effective January 1, 1975,
the position of Assistant Chief shall be upgraded and the Assistant Chief shall receive the salary set forth below:

January 1, 1975 to and through
June 30, 1975 \$19,609*

July 1, 1975 to and through
June 30, 1976 \$20,883*

* Plus longevity increments.

AWARD

The Panel orders that the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

XIX - PENSIONS

Last best offers:

CITY OF ANN ARBOR offers no change in present retirement benefits.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to modify the provisions of Section 1.552 (23) of the Chapter 18, Employees Retirement System (U.E. No. 71, pp. 5-6), to provide as follows:

(23) "Voluntary Retirement Age" means:

(a) Age sixty years for general city members who entered or enter the employ of the City after December 31, 1953;

(b) Age sixty years or the age at which thirty years of credited service is acquired, whichever comes first, for general city members who entered the employ of the City prior to January 1, 1954;

(c) Age fifty-five years for policemen and firemen members who entered the employ of the City after December 31, 1953; except that for firemen members who entered the employ of the City after December 31, 1953, and who retire on or after July 1, 1975, age fifty years or the age at which twenty-five years of credited service is acquired, whichever occurs first;

(d) Age fifty years or the age at which twenty-five years of credited service is acquired, whichever occurs first, for a policemen and firemen members who entered the employ of the city prior to January 1, 1954.

AWARD

The Panel orders that the above recited City offer be incorporated in the fiscal 1974-76 contract.

XX - WAGE CONTROLS

Last best offers:

CITY OF ANN ARBOR offers that no language relative to future wage controls be included in the new contract.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to require and provide that in the event that controls are implemented or imposed by the United States during the life of this collective bargaining agreement, the Employer shall make every good faith effort to secure and insure that all wage and benefit increases afforded herein, under the terms of this collective bargaining agreement are implemented throughout the term of the contract notwithstanding said wage controls and, moreover, that if any wage increase is affected by any wage controls, immediately upon the expiration, termination or modification of said wage controls, the unit employees herein shall receive all wage increases and other increases in benefits made and provided for by this collective bargaining agreement.

AWARD

The Panel orders that the above recited Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

XXI - RETROACTIVITY

Last best offers:

CITY OF ANN ARBOR offers that the contract be retroactive to July 1, 1974.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to restate the agreement between the City and the Union that all benefits in the heretofore agreed upon

1974-1976 collective bargaining agreement shall be retroactive to July 1, 1974, unless otherwise provided.

AWARD

The Panel orders that the Associations' offer be incorporated in the fiscal 1974-76 contract.

XXII - SICK LEAVE PAYOUT

Last best offers:

CITY OF ANN ARBOR offer proposes the elimination of paragraphs 26.C2 and 27.C2 from the expired and proposed contract.

ANN ARBOR FIRE FIGHTERS ASSOCIATION offers to retain the provisions of the present collective bargaining agreement concerning sick leave payout as contained in Sections 26 and 27 of the recently expired collective bargaining agreement (Union Exhibit 6, pages 13-16) and, more specifically, to preserve the present language of Section 26 (b) (c) (d) (g) (f) (g) (h) (i) (j) and 27 (b) (c) (e) (e) which read as follows:

26. Sick Leave

Sick leave for non-fire fighting platoon personnel shall be accrued and granted as follows:

- [(a) Subject to last offer in Section III, supra.]
- (b) Unused sick leave may be accumulated in an unlimited amount.
- (c) In addition to compensation for absence due to sickness, the following shall apply:

1. An employee who dies before retirement, or retires from the City service and is entered on the retirement or pension role of the City, shall upon such death or retirement be paid for his unused sick leave credit at the time of death or retirement up to 120 days plus (if at 120 days) all of the unused sick leave days accumulated during the current calendar year.

2. At the end of each calendar year, an employee may elect to receive full payment in cash for one-third (1/3) of the unused sick time for that calendar year. Such payment shall not be for less than one (1) day nor for more than four (4) days and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick sick days through the year and, therefore, has twelve (12) days accumulated, he may elect to receive four (4) days in cash and thereby carry forward eight (8) sick days. If an employee chooses to elect this payment option, he must so notify the City Controller's Office between December 1, and December 15. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made in January of each year.

3. An employee who has accumulated one hundred and twenty (120) or more work days of sick leave credit shall be paid at the end of each subsequent calendar year of employment with the City one-half (1/2) of the unused sick leave credit earned in such year and the other one-half (1/2) shall be added to his accumulated sick leave credit.

(d) Employees absent from work on legal holidays, during sick leave, during vacation, while on Workmen's Compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

(e) An employee eligible for sick leave with pay may use such sick leave, upon approval of the Chief, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family which is limited to husbands, wives, children and parents.

(f) Sick leave absence for a part of a day shall be charged proportionally in an amount not smaller than one-half (1/2) of their regular working day.

(g) When an employee finds it necessary to be absent for any reason, he shall cause the facts to be reported to his department thirty (30) minutes before the reporting time of the first working day of absence, and shall regularly report, unless hospitalized, during each duty day thereafter unless a period of known illness is given. Sick leave may not be granted unless such report has been made.

(h) Where sick leave exceeds three (3) working days, a physician's statement may be required indicating the nature of the sickness, and attesting to the employee's ability to return to work.

(i) Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half (1/2) day.

(j) Accumulated sick leave cannot be transferred from one employee to another employee.

27. Sick Leave

Sick leave for fire fighting platoon personnel shall be accrued and granted as follows:

- [(a) Subject to last offer Section IV, supra.]
- (b) Unused sick leave may be accumulated in an unlimited amount.
- (c) In addition to compensation for absence due to sickness, the following shall apply:

1. An employee who dies before retirement, or retires from the City's service and is entered on the retirement or pension role of

of the City shall, upon such death or retirement, be paid for his unused sick leave credit at the time of death or retirement up to sixty (60) days plus (if at 60 days) all of the unused sick leave days accumulated during the current calendar year.

2. At the end of each calendar year, an employee may elect to receive full payment in cash for one-third (1/3) of the unused sick time for that calendar year. Such payment shall not be less than one-half (1/2) day or more than four (4) days and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has twelve (12) days accumulated, he may elect to receive four (4) days in cash and thereby carry forward eight (8) sick days. If an employee chooses to elect this payment option, he must so notify the City Controller's Office between December 1 and December 15. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made in January of each year.

3. An employee who has accumulated sixty (60) or more duty days of sick leave credit shall be paid at the end of each subsequent calendar year of employment with the City one-half (1/2) of the unused sick leave credit earned in such year, and the other one-half (1/2) shall be added to his unused sick leave credits.

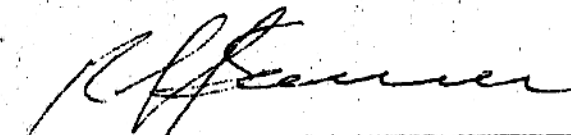
(d) The fire fighting platoon employee shall retain the same sick leave benefits as listed in paragraph 26, subparagraphs (d), (e), (f), (g), (h), (i) and (j).

(e) If a fire fighting platoon employee becomes, through promotion or reassignment, a non-platoon employee, his accumulated sick time shall be double to be placed in line with other non-fire fighting platoon personnel and his benefits shall be those listed in paragraph 26.

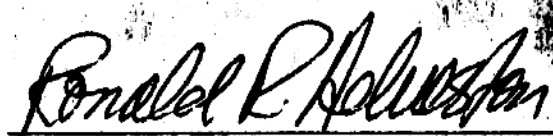
AWARD

The Panel orders that the Ann Arbor Fire Fighters Association offer be incorporated in the fiscal 1974-76 contract.

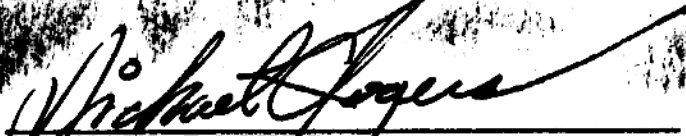
The parties have agreed that the other provisions in 1974-76 contract to which they have agreed is to be incorporated in this award and it is so ordered.



RICHARD L. KANNER, Chairman



RONALD HELVESTON, Panel
Dissenting as to Award Nos.
II, VI, XIV, XV, XVI, and
XIX.



MICHAEL ROGERS, Panel
Dissenting as to Award Nos.
I, III, IV, V, VII, VIII, IX, X,
XII, XVII, XX,
and XXII.

DATED: February 24, 1975