7/18/74 AKB

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STATE OF MICHIGAN

In Arbitration Proceedings
under Act 312 of Public Acts of 1969

Garden City, City of

In the Matter of the Arbitration :
Between :
City of Garden City :
and 1973-74 Contract
:
Local 1911, International :
Association of Fire Fighters :
:

7/18/74

FINDINGS, OPINIONS
and ARBITRATION AWARD
(under Act 312, Public Acts of 1969)

Arbitration Panel

Lucien J. Henry,
Garden City Fire Fighters
Representative

Michael Ward,
Garden City Representative

Thomas V. LoCicero,
Chairman

DATED: July 18, 1974

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STATE OF MICHIGAN

In Arbitration Proceedings
under Act 312 of Public Acts of 1969

In the Matter of the Arbitration :
Between :
City of Garden City :
and : 1973-74 Contract
Local 1911, International :
Association of Fire Fighters :
_____:

FINDINGS, OPINIONS
and ARBITRATION AWARD

In accordance with the provisions of Act 312 of the Michigan Public Acts of 1969, arbitration proceedings were initiated by the Fire Fighters Association, Local 1911, by letter of June 26, 1973, addressed to the Mayor of Garden City, the Hon. James Lowe; and named Fred May as its representative on the panel.

The City named Michael Ward as its designated representative but by September 21, 1973, the two panel members had not been able to agree on the impartial chairman, and, consequently, the Association, on that date, made a request to the Chairman of the Labor Relations Commission, Robert G. Howlett, to make such appointment, pursuant to Section 5 of Act 312.

On September 27, 1973, Chairman Howlett appointed Thomas V. LoCicero to serve as Chairman of the panel of arbitrators. He called the parties by telephone on September 28, 1973 to arrange a series of hearing dates, but was advised that negotiations were being continued and that both parties desired more time to come to an agreement.

Under date of October 5, 1973, Mr. Halveston, attorney for the Association advised Chairman LoCicero, that he and Mr. Ward had mutually agreed to extend the time limits under Section 6 of Act 312. Finally, agreement was reached to hold the arbitration hearings on January 3, 4 and 5, 1974, and notices to that effect given to all parties in interest.

However, on December 3, 1973, the Chairman was informed by Mr. Halveston that Mr. Ward was unable to keep the dates set, and that they had agreed to hold the hearings on January 15, 16 and 17, 1974. Accordingly, notices were again sent out on December 12, 1973.

Under date of January 8, 1974, Notice was given by Mr. Halveston that the Association had substituted Mr. Lucien J. Henry for Fred May as its representative on the panel.

The hearings were commenced on January 15, 1974, continued on January 16th and 18th and concluded on January 31, 1974. At the conclusion of the hearings, it was stipulated as follows:

1. The Association will submit a copy of the Charter of Garden City, as Exhibit U-41.

2. The City is not raising the question of ability to pay.

3. The last best offer of each party is to be sent to the Chairman postmarked not later than February 25, 1974, who will then send copies to the other two panelists.

4. The transcript of the hearings will be forwarded by the Court Reporter, Raymond Marconx, not later than February 25, 1974 and Briefs will be filed by each party on or before March 15, 1974 at which time the hearings will be deemed closed, and an award is to be made within 30 days thereafter.

5. The Arbitration Award resulting from hearings between the City and the Police Department will be received as an exhibit.

The transcript, running 488 pages was in fact received by the Chairman on February 25, 1974 and the briefs of the two parties were received on March 15, 1974. Of necessity, an extension of 30 days within which to file the Report and Award was requested by the Chairman and graciously granted by both parties.

Evidence was adduced on behalf of the Association by Mr. Ronald R. Halveston, of the law firm of Marston, Sachs, O'Connell, Nunn & Freid, P.C., of Detroit; and on behalf of the City by Mr. Michael Ward, of the law firm of Huston, Jacobs & Ward, of Kalamazoo. The Panel received

45 exhibits from the Association and 20 exhibits from the City, in addition to two Joint Exhibits and one exhibit from the Union's Panel Member. Principal witnesses were: Fred May forthe Association and Daniel P. Rainko and Ronald D. Mack for the City. One of the exhibits presented by the Union was a color movie entitled "Prevent, Protect, Preserve", "A Fire Fighter's Story" prepared by the International Association of Fire Fighters which ran some 20 minutes. (Exhibit U-2)

Statement of Issues

At the outset of the hearings, the Panel was advised that the Association would submit ten issues in dispute. These issues were:

1. Duration of Contract - 2 years
2. Wages, retroactive to July 1, 1973
3. Cost-of-Living clause
4. Improvement of the Longevity provisions
5. Health benefits to future retirees
6. Pay for acting in higher rank
7. Reduction of the work-week
8. Increase of Call-in Time
9. Increase in Food Allowance
10. Maintenance of Standards

The Association further contended that the terms and conditions of the prior collective bargaining agreement,

which had expired on June 30, 1973 and which had been extended from day to day, would be continued into the new contract, except as amended by an award on the above-stated issues.

The City strongly contended that some 52 sections of the former agreement had been mutually amended in negotiations, as evidenced by an "OK" and dates marked on the proposed contract (Exhibit E-3); that just prior to arbitration proceedings being initiated, the Association had withdrawn all such agreements; that the City had filed unfair labor charges against the Union, and that as a result, all 92 sections of the contract were subject to arbitration.

The Chairman felt it was inconceivable that the parties should be subjected to the expenses and time required if all 92 sections of the contract were to be submitted to the Panel for determination, and, therefore, strongly urged the parties to negotiate further on these issues. When it appeared that no progress was being made, the Chairman adjourned the hearings from January 18th to

January 31, 1974, and, under the provisions of Section 7 a of Act 312, remanded the dispute to the parties for further collective bargaining, and so notified the parties and the Director of the Labor Relations Board at Detroit.

At 10:00 A.M. on January 31, 1974, the parties appeared, two mediators were assigned to the committees, and worked together for about three and one-half hours, at which time the Chairman was advised by both mediators that although some progress had been made on economic issues, none had been made on contract language provisions. At this point, the Chairman called the Panel to order and conducted an examination of Fred May and Michael Ward, under oath, as to their agreements made on contract language during negotiations. In this manner, it was established that of the 52 tentative agreements on language, they were still in disagreement on many of them as set forth in objections by counsel for the Association on those points, expressed in its Exhibit U-40. The Chairman then advised that the Panel would consider the testimony of the two witnesses, and the objections

of the Association, as well as any other evidence in record in determining these issues.

It is necessary at this point to explain the arbitrary procedure followed by the Chairman. On the foregoing issues, it was impossible for him to obtain the agreement of either panel member. This is understandable in light of their respective interests. Mr. Henry, explained on the record that he was an employee of the law firm representing the Association and that he was, therefore, bound by the principles of "master and servant" relationship. On the other hand, Mr. Ward was the attorney for the City so that he too was bound by the same principles. Yet, the situation demanded that some affirmative action be taken and the Chairman, therefore, carried out what he believes to have been his responsibilities.

Very complete briefs were filed by each side, which the Chairman has seriously considered and evaluated.

After the preparation of a proposed award by the chairman and its submission to the two other panel members, two executive sessions were held, and, at the request of Mr. Henry, time was allowed for him to file his proposed award. Further opportunity was afforded the parties to reconcile their differences by continued negotiations, but nothing was attempted.

Consequently, the following is the Chairman's final proposed award, and, is submitted for acceptance or rejection by the other panel members.

STATEMENT OF POSITIONS

A. By the Association

Although originally advised that some ten economic issues were before the Panel, the Association, in its Last Offer of Settlement of Economic Issues submitted twenty-six, which are summarized in Appendix A attached hereto.

B. By the City

The City's Final Offer For Settlement may be summarized as follows:

1. The terms and conditions as set forth in the City's Exhibit 3, (a copy of which is attached as Appendix B), modified on the following subjects:

a. Wages

Effective July 1, 1973

	Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Fire Fighter	10,500	12,200	12,700	13,200	13,700
Engineer	14,500				
Sergeant	14,950	15,500			
Lieutenant	15,950	16,500			
Fire Marshall	17,500				

Effective July 1, 1974

	Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Fire Fighter	11,000	12,700	13,200	13,700	14,200
Engineer	15,000				
Sergeant	15,450	16,000			
Lieutenant	16,450	17,000			
Fire Marshall	18,000				

In effect, the foregoing proposal, grants to each employee an increase of $500.00 each year of the contract.

b. Duration of Contract.

A two-year agreement, dated July 1, 1973 to June 30, 1975

c. Sick Leave.

As in Appendix B

d. Insurance.

"Article XIII - Insurance

Section 1: The City agrees, for the life of this Agreement to maintain the level of group health and life insurance benefits in effect as of the date of this Agreement with an insurance carrier authorized to transact business in the State of Michigan and to continue to contribute toward the premiums therefor in the same manner as prevailed at the time of the execution of this Agreement."

SPECIAL COMMENTS

As the Union's Brief, most properly, states:

"The economic issues to be considered herein must be decided pursuant to Section 8 of Act 312, which states in pertinent part:

> "At or before the conclusion of the hearing held pursuant to Section 6, the arbitration panel shall:
>
> 1. Identify the economic issues in dispute, and
>
> 2. Direct each of the parties to submit, within such time limit as the panel shall prescribe, to the arbitration panel and to each other, ... its last offer of settlement on each economic issue. ...,
>
> 3. As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the factors prescribed in Section 9," of the Act.

Section 8 provides for a decision of the arbitration panel "as to <u>each</u> economic issue" separately. Thus, the panel may adopt the last best offer of one party on a particular economic issue and the last best offer of the other party on another economic issue."

But, it must adopt either one in full. In other words, the arbitration panel has no authority to revise either last

best offer on any economic issue.

Section 9 of the Act requires that "the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

"(a) The lawful authority of the employer.

(b) Stipulations of the parties.

(c) The Interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(i) In public employment in comparable communities.

(ii) In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and

stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

Because of these statutory requirements, in the Opinion of this panel, it must adopt that last offer of settlement which more nearly complies with the applicable factors prescribed in Section 9, even though the result is to reduce or eliminate some benefits already being received. For example, if employees already receiving 15 paid holidays, demand 18 paid holidays in their last best offer, but the city offers only 12 paid holidays in its last best offer, and the arbitration panel finds that a comparison of this benefit in public and private employment in comparable communities shows that only 10 holidays are being paid for, the panel is then bound to adopt the city's last best offer

as the one which more nearly complies with the factors prescribed in Section 9. But the effect, then, is to reduce the already existing benefit of 15 paid holidays to 12 paid holidays.

Again, in theory, let us suppose that employees are being paid double time for overtime which the Union's last best offer wants continued, but the city's last best offer is to pay time and one-half for overtime, and a comparison with other comparable cities shows time and one-half to be most prevalent; the arbitration panel is then compelled to adopt the city's last best offer as more nearly complying with Section 9, even though the effect is to reduce the benefit previously acquired.

Or, in the case of vacation, if employees are receiving an extra work-day for each year of service over 10 years, accumulated indefinitely and the Union's last best offer is to continue this benefit, but the city's offer is to pay nothing for service over 10 years, and a study of comparable cities indicates that they have a ceiling on vacation, and do not permit an unlimited accumulation, it is then incumbent on the panel to adopt the city's proposal because it is

more in compliance with the benefits granted by other comparable cities.

Many other variations of this problem could be cited, but by reason of the statutory limitation of Section 8, the arbitration panels have no authority to adjust or devise any other more equitable solution which is fair and reasonable to both parties.

A further consequence of the above restriction is that maintenance of prior benefits clauses are ineffective and in our opinion invalid. If in arbitration, the panel must adopt the last best offer which more nearly complies with the statutory factors, and cannot revise the settlement in any manner, to achieve equity and fairness, how can it give effect to the maintenance of prior benefits, and how can it grant any request for such a provision?

A number of the economic issues discussed below have had to be considered in the light of the above restrictions, and we trust in full compliance with the statute.

Serious objections have been raised to the weight given by the Chairman to the fact that in negotiations the negotiating committees had agreed to more than 50 changes in the contract proposed by the City (Exhibit E-3). These negotiations had been carried on over a period of time, and some changes first agreed upon were at a latter meeting withdrawn, leaving some 48 changes as accepted by both Committees. Furthermore, these negotiations had been conducted on the basis of the City's Proposal (Exhibit E-3) and each paragraph, as approved or disapproved, was so marked with the date of the action recorded.

However, when the dispute went to arbitration, the attorneys for the Association decided to withdraw all prior commitments made by the Negotiating Committee, contending that such agreements had been made by the committee only in the expectation that the City would concede on other demands made by the Association. The City contends that these agreements were reached in the orderly process of negotiating a contract, that agreements were reached on each specific item without considering what might be conceded on other points and that to withdraw all such agreements is unfair and arbitrary.

It is the position of the Chairman that agreements reached by the parties themselves during good-faith negotiations must be given strong consideration since they are the results of the acts of the parties themselves, and not imposed on them by an outside panel. Furthermore, it is the Chairman's view that these agreements can come within the language of the Statute (Section 9b) which requires the panel to consider "Stipulations of the parties," as a factor in making its findings, opinions and order.

The Association's representative on the panel, Mr. Henry, in his "second draft award" cites two N.L.R.B. decisions, alledgedly supporting his position that the prior committee agreements should not be considered. In analyzing them, however, we do not agree they are controlling in this situation. In fact, if anything, one case, Vulcan Steel Tank Corp. 106 NLRB No. 222, 33 LRRM 1005 (1953) rules to the contrary, in holding that "the vice of the employer's actions was that it made an abrupt change of position - - - also that the employer failed to bargain in good faith by reversing its position, etc. - - -.

At any rate, the Chairman wishes to make clear that he did not rely only on the so-called tentative agreements of the negotiating committees during negotiations, but also took into consideration the reasonableness of the matters agreed upon,

weighed against similar provisions in contracts of surrounding communities, so that an overall independent appraisal of each question was made.

Specific Issues

I. Wages.

A review of the exhibits and testimony clearly indicates that:

1. The City proposes to pay Fire Fighters a lesser salary increase than it voluntarily negotiated with the Police Officers' Association because the latter were willing to make some changes desired by the City and which the Fire Fighters were not willing to accept. Yet, it argues that "by cross-examination and testimony, it was established that parity existed not only as to wages but virtually on every economic benefit and, in fact, substantially the same language appears in both the expired Police and Fire contracts" (City's Brief, page 17)

2. The Association demands identical salaries for Fire Fighter classifications negotiated with the Police Association, which result in an increase of 6.5% in the year 1973-1974 and of 6.7% in the year 1974-1975.

3. Salaries demanded for higher classifications, however, are substantially higher than for comparable jobs, in many other cities, and would substantially increase the differentials heretofore existing between the several classifications in Garden City.

However, under the provisions of statute, the Panel has no choice but to "adopt the last offer of settlement which, in the opinion of the Panel, more nearly complies with the applicable factors prescribed in Section 9 . . "

It is the opinion of the Panel that the Union's last offer more nearly complies with the statutory factors because, at least at the fire-fighters level, it is identical to that voluntarily granted by the City to the Police Officers' Association. The City's contention that it granted higher increases to the Police because they received more concessions from the Police on other issues is not convincing to us.

The Panel, therefore, adopts and awards the Associations last offer on wages.

II. Duration of Agreement.

Both parties have substantially agreed to a two-year contract running from July 1, 1973 through June 30, 1975.

The panel, therefore, concurs and awards a two-year contract as agreed upon and as set out in the Association's last offer.

III. Retroactivity.

Both parties also agree on making economic benefits retroactive to July 1, 1973.

The Panel, therefore, concurs and awards retroactivity for all economic benefits to July 1, 1973.and as set out in the Association's last offer.

IV. Longevity.

The Association's request for a substantial increase in this benefit is not substantially supported by the evidence. Exhibit U-32 indicates some 12 cities, out of some 35, which pay for longevity on a percentage basis. However, it is the opinion on this Panel that longevity benefits have some relevancy to the standard of wages paid, especially if based on a percentage rate. Of the cities paying longevity on a percentage basis, only five have higher salary rates than those awarded above. In other words, the awarded salary rates will place Garden City

about sixth in Exhibit U-32. (See Exhibit U-8)

Furthermore, the Police Officer's contract, which provides identical salary rates, also continues the pre-existing longevity benefits.

The Union's objection to the City's proposed change to require "continuous service", rather than "total service", as the condition of eligibility for longevity pay, is not reasonable nor fair. It is generally understood, even though not expressly stated in a contract, that service, for this purpose, means continuous service and not total service.

Furthermore, the Police Officer's contract also provides for "continuous service" and should be similarly applied to the Fire Department.

The Panel, therefore, awards the language and provisions set forth in Article XI, page 26 of the City's Exhibit 3, as follows:

ARTICLE XI - LONGEVITY

Section 1: Permanent full-time employees who, as of the anniversary date of their employment have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive, in a lump sum payment made on or before December 1 of each year, a longevity bonus of twenty dollars ($20.00) for each year of continuous service with the City.

V. Cost of Living Adjustment.

Of 36 cities listed in Exhibit U-22, only nine are shown to provide for cost-of-living adjustments during the term of the contract. Of the nine,

- two had it before 1973,
- one was effective in 1973,
- three are effective in 1974
- one is effective in 1974

and two are unclear as to their effective dates.

In the present instance, since the first year of the contract period is almost past, we have, in fact, only a one year contract in the future.

It is the Panel's opinion that no Cost-of-Living clause is justified.

The Panel, therefore, does not award a cost-of-living clause.

VI. Reduction in Hours.

The Union demands that effective October 1, 1974 the present work-week, administered in conformity with the

statute relating to fire-fighters (M.C.L.A. 123.841), which limits the work-week of fire-fighters to 56 hours per week, be reduced to 50.4 hours per week. Prior to July 1, 1967, the maximum work-week was limited to 63 hours.

The City's objections are two: first, that the reduction would be too costly; resulting in a 53¢ per hour (11.1%) increase to present employees, the need to hire three additional fire fighters, at a cost in the first year only of some $25,000 (salary, fringe benefits, equipment and training) for an outlay of $75,000 (22% increased cost); or a total cost of 33.1%; Second, that the City must remain flexible in scheduling its work-week to meet the expected change in federal wage and hour legislation, which would require time and one-half pay for work over 40 hours in any one week, and which the City could not possibly meet under present work-week requirements.

We must take notice that such legislation has just been enacted through amendments to the Federal Fair Labor Standards Act, amended April 8, 1974 (Public Law 93-259). Under this latest amendment, the work-week and rate of pay is expressly affected, but beginning January 1, 1975. It involves a "tour of duty" concept not yet defined (to be later defined

by the Secretary of Labor) so that at this point, it cannot be fully analyzed as to its effect in Garden City.

Furthermore, only three cities, have reduced their 56 hour work-week to 50.4 hours in Michigan, and it can well be expected that revisions in many cities may have to be made to meet the Federal Wage and Hour Law requirements in the most efficient ways, within the next few months.

The Panel, therefore, believes it would be premature and unreasonable to affect a reduction in hours, as of October 1, 1974 and then find that a further change was necessary. We also believe that the flexibility requested by the City in Employer's Exhibit 3 (Art. VI, Sec. 1) is reasonable and proper and, therefore, awards the City that request.

While we are dealing with Article VI-1 (Employer's Exhibit 3) we may as well deal with the remaining sections in dispute.

Section 2a provides for the equalization of overtime among employees in the same classification. Actually this will affect, in the main, those employees in the fire-fighters

classification and do not believe it will result in inequities. It is a very common method followed in industry.

Section 2b was agreed upon during negotiations (5/17/73).

Section 2c relates to the requirement that employees may be required to work overtime in emergency situations and subjects them to disciplinary action. Realizing the nature of fire-fighters' work, we believe these provisions to be reasonable and fair. The Union's objection that it would be illegal to work over 56 hours, in violation of the statute seems to us unimportant since similar situations could arise under the language of the past contract.

Section 2d is a reasonable and practicable device to assure proper overtime distribution to those who want overtime work.

The Panel, therefore, concludes that Article VI, as proposed by the City be awarded.

VII. Food Allowance.

The Union's request for an increase to $400 per year for a food allowance is not supported by the evidence. In City's Exhibit 18, it appears that the highest food allowance is given by two cites, Livonia and Westland, while others are:

Inkster	-	$300.00 per year
Trenton	-	$305.00 per year
Sterling Heights	-	None Shown
Royal Oak	-	None Shown
Berkeley	-	None Shown
Ann Arbor	-	$250.00 per year
Dearborn Heights	-	None Shown

The Panel, therefore, awards a food allowance of $350.00, paid quarterly, which complies more nearly to the factors established by the statute.

VIII. Clothing Allowance.

The Union's final offer proposes to continue the clothing allowance previously given. The City proposes the same amount, $350.00, paid twice a year, except to employees who quit or are discharged prior to receiving it. This proposal was accepted by the Union Negotiating Committee on May 17, 1973 and June 13, 1973 (See E Exhibit 3, Article XIV, Section 7), but at the time of arbitration, withdrew such approval, claiming that the City's proposal does not require the furnishing of protective equipment "when needed", and it is unduly restrictive to terminating employees who have already purchased uniforms. We note that the Police Officers' contract is to the same effect, although for the year 1973-74, the clothing allowance is only $300.00, and increased to $350.00 in the

1974-75 year.

The Panel believes the amount and conditions of the provisions of Article XIV, Section 7, of Employers' Exhibit 3, as agreed to by the Union's Negotiating Committee is fair and reasonable, and, therefore, awards said provision as therein stated.

IX. Medical Insurance.

The Union's demand is to continue the prior benefits of the 1971-73 contract (Article XVII, Section 2), but to extend the same benefits to retirees. However, as yet, there are no retirees and it is not expected that any employee will be eligible to retire for some time.

The Panel, therefore, awards the provisions of the 1971-73 contract as set forth in Article XVII, Section 2, relating to medical benefits, and suggests to the parties that coverage for retirees be postponed for later negotiations.

X. Pay for Acting Rank.

The 1971-73 contract provided that temporary vacancies occurring in the position of Engineer could be filled at the discretion of the Fire Chief or Shift Commander; and that

Pipemen (Fire Fighters) filling the position of Engineer be paid at the higher rate.

The Union proposes to extend this provision to the classifications of fire marshall, lieutenant and sergeant, in addition to that of Engineer, and that the higher pay be given from the first hour worked in the higher position.

However, the City proposes to delete the 1971-73 contract provision, contending that Act 78 of P.A. Acts of Michigan relating to Civil Service for Police and Fire Departments covers the situation.

Section 11 (b) of Act 78 provides for "temporary appointments" when a vacancy cannot be filled through the regular examination procedures of the Civil Service Commission. However, this is not the same type of situation which obtains in the case of an emergency filling of a higher classification. Act 78 applies only to the filling of a regular vacancy, when there is no eligible list, resulting from an examination, from which a regular appointment can be made. Furthermore, Act 78 does not provide for payment at a higher rate, this being left to the discretion of the commission. We do not

believe the City is justified in its position.

A review of other city provisions on this "emergency filling of a higher position," (from Exhibit U-34) reveals that a substantial number of cities do provide for higher pay in emergency fillings of higher rank positions, (some 23 out of 35), but many of these pay the higher rate only after a period of from one hour to 120 hours. City's Exhibit E-20 also shows that six out of eleven cities listed pay the higher rate but after a period of time.

The Panel, therefore, awards the higher pay of the job temporarily filled by a lower-classified employee as more nearly complying with similar benefits in comparable cities.

XI. Minimum Call-In Time.

The request to double the minimum call-in pay provision from 2 to 4 hours is not supported by the evidence. Of 11 other cities about which we were informed on this issue, 8 grant 2 hours, 2 grant 4 hours and 1 pay a flat $6.00 on each occasion. However, we note that the Police Officers' contract grants two hours in the 1973-74 year, but three hours in the 1974-75 year, with identical restrictions.

The Panel believes that the City's proposal (Employer's Exhibit 3, Article VII, Section 4) more nearly complies with the determinative factors, and awards that proposal to the City.

XII. Sick Pay Provisions.

In Employer's Exhibit 3, Article X, relating to "Sick Leave" was proposed by the City. However, these provisions were amended in its last offer (attached as Appendix B (1))

Section 1, of the City's proposal is simply a statement that sick leave shall be acquired and applied in accordance with Article X.

Section 2 puts a 60-day ceiling to the sick-leave bank, which under the 1971-73 contract was unlimited, and freezes accumulated sick leave credits into that bank. However, it continues the previous sick leave at one day of paid sick leave for each month of continuous service, and is substantially the same as in the prior contract.

Section 3 requires the sick employee to report to his supervisor at least one hour before starting time, if possible; if impossible, as soon as is possible. This paragraph was agreed to by the Association Negotiating

Committee on May 17, 1973 and June 13, 1973.

Sections 3 (a), (b) and (c), which were also approved on the same dates, provide; in substance:

3(a) The employee must actually work five (5) or more days in each month (similar to the former contract - Article XI - Section (b)

3(b) Requires the employee to furnish a signed doctor's certificate if requested, as was also provided in the prior contract.

3(c) Provides for discipline for a false claim.

Section 4a permits the use of the sick leave bank for non-duty illness or injury, similar to Article XII, - (d) of the 1971-73 contract.

Section 4b provides supplementing the employee's workmen's compensation benefits to the extent of his salary for a maximum period of 104 weeks. Under the prior contract, the benefit period was for the period of disability or illness, or until disability retirement benefits began; but the employee could not draw upon his sick leave bank.

Section 5 provides for payment to the employee on termination of his employment of the contents of the sick

leave bank on a graduated scale, the same as in the prior contract. But it also provides for no reimbursement if the employee is discharged, which was not in the prior agreement.

Section 6 grants the employee 25% of the sick leave bank accumulated after the execution of this agreement on termination of employment but not if discharged.

Section 7 grants the employee Sickness and Accident insurance equal to 65% of his weekly salary for a maximum of 52 weeks.

Furthermore, the proposed Sick Leave program does not include a provision (section (e)) to the effect that a new employee be credited with twelve (12) sick leave days to provide coverage for illness during his first year of services.

The Association's objections are that sick leave benefits are substantially reduced; specifically, as follows:

1. The prior contract permitted unlimited accumulation of unused sick leave days, instead of a 60-day maximum.

2. It provided for the return of all unused sick leave days upon termination and retirement, instead of all unused sick leave days accumulated prior to being frozen, and 25% of days accumulated since the freeze.

3. It provides no return of accumulated sick leave if the employee is discharged.

4. The new proposal does not grant new employees 12 sick leave days in advance of earning them during the first year of employment.

The City argues that the unlimited liability being created through an unlimited accumulation of sick leave is tremendous, far exceeding one million dollars within the next two years if not stopped;" that an unfunded liability is, by law, illegal and, therefore, must find sick-leave liability by purchasing sickness and accident insurance for non-duty illness and injury; and that the new proposal, already accepted by the Police Officers' Association, grants greater benefits than provided in the past contract.

Let us first consider the Union objections listed above.

1. It is true that under the prior contract, a fire fighter could accumulate sick leave indefinitely. However, the City's proposal grants him all earned sick leave days to date and freezes them in a bank. It then permits him to draw them all out upon termination of employment. This provision takes nothing from the employee except the right to unlimited accumulation <u>in the future</u>. Testimony bears

out the claim that in the past sickleave benefits for police, fire and other city employees have been the same.

Furthermore, sick leave benefits in most other comparable cities named provide a maximum to the accumulation of sick leave, although the maximum is substantially higher than 60 days.

It, therefore, appears to the Panel that placing a cap to the number of sick leave days an employee can accumulate in the future does not deprive him of any vested benefits.

2. The second objection of the Association is not tenable. It is true, of course, that only 25% of the sick leave which will be earned since the freeze will be returned to the employee on severance, but only of that portion which is earned after the freeze and in the future. It may be argued that the percentage is not enough but the Panel has no voice in changing it under the statutory restrictions.

3. The third objection of the Union can be argued either way because many contracts have similar provisions, even though the trend has been to avoid penalizing an employee by taking benefits away from him, in addition to the discharge.

4. The fourth objections, in our judgment, is not substantial. Normally, employees earn benefits as they work and to grant them a full year's sick leave bank is rather

unusual. At any rate, no present employee will suffer any loss by reason of this deletion of this benefit from the new contract. Employees hired under the new contract will receive sick leave benefits as they earn them.

Reviewing all of the proposed provisions of the Sick Leave proposal, the Panel is of the opinion that it most nearly complies with the applicable factors of Section 9 of the Statute, and is almost identical to that negotiated by the Police Officers Association.

The Panel, therefore, adopts and awards Article XII, as set forth in the City's last offer.

XIII. Vacations.

The Union Negotiating Committee approved the City's vacation proposals on May 17, 1973 and June 13, 1973, except: Section 2, which relates to an employee's failure to select a vacation period prior to May 1.

Objection is now made by the Union that Section X (e) of the 1971-73 contract, providing for one additional work day for each year of service in excess of ten years is not shown in Employer's Exhibit 3 and that its deletion was not approved by the Committee.

The City's attorney admitted at the hearing (Tr. p. 363) that the Committee continued to demand this benefit despite the approval of the other sections.

The City further contends that all other comparable cities named in Employer's Exhibit 19 have maximums to the number of vacation days granted, while under the 1971-73 contract, after 10 years of service, an employee would continue to accumulate one vacation work-day for each year of service, without a maximum.

Exhibit E-19 indicates that maximums are provided in the following city fire department contracts:

- Wayne	-	11 work-days after 15 years
- Inkster	-	11 work-days after 15 years
- Livonia	-	13 work-days after 20 years
- Westland	-	10 work-days after 15 years
- Trenton	-	15 work-days after 25 years
- Berkeley	-	9 work-days after 10 years
- Ferndale	-	6 work-days after
- Royal Oak	-	11 work-days after 20 years
- Sterling Heights	-	15 work-days after 10 years
- Ann Arbor	-	12 work-days after 15 years
- Dearborn Heights	-	12 work-days after 7 years

In addition, the Police Officer's contract provides no additional vacation days after 10 years of service.

One of the factors to be considered by the Panel, under Section 9 of Act 312, P.A. 1969, as amended, is a comparison of the wages, hours and conditions of employment

of the employees involved in the arbitration proceeding with the wages, hours and conditions of other employees performing similar services "(i) in public employment in comparable communities."

Within these restrictions, the Panel is, of the opinion that the City's proposal, as set forth in its last offer, more nearly complies with the above and other factors of Section 9. The Panel, therefore, awards the City's proposal on vacations.

XIV. Funeral Leave.

During negotiations, the Union agreed to the City's proposal (Employer's Exhibit 3, Article V, Sections 4, 4(a) and 4(b), on May 17, 1973 and on June 4, 1973. However, the Union now objects to its requirement that the leave end not later than the calendar day following the day of the funeral.

We do not believe this is an unreasonable provision and is contained in a good number of city contracts, including the Garden City Police contract. The Panel does believe the approval of the Union Negotiating Committee should be honored, and, therefore, awards the provision as approved.

XV. Court Time.

The fire fighters desire to continue the court time provisions of the 1971-73 contract. (Art. XIII).

The City's proposal (Art. VII, Section 5) restricts Court time benefits to occasions when the employee is subpoenaed into court during off-duty hours "as a result of performing his duties as a fireman." It also restricts payment to a minimum of two hours at $5.00 per hour or the actual time at $5.00 per hour whichever is greater.

The 1971-73 contract provision paid fire fighters on any occasion, whether duty connected or not, and from the opening of court until released, with a minimum of two hours, all at $5.00 per hour.

The police officers contract is similar to that proposed for fire-fighters by the City, except that payment is at a time and one-half the employee's pay rate, determined by dividing his annual salary by 2080.

In reviewing provisions of other contracts, we find that few make provision for court appearances. We believe, however, that court appearances on off-duty hours should be limited to duty-connected occasions. Otherwise, why should the City pay for an employee's appearance in court on a

private matter. The interest and welfare of the public are not served in such private matters, and where the Court appearance is for a duty-connected purpose, the actual time spent, with a reasonable minimum should be compensated.

We are of the opinion that the City's proposal more nearly complies with these factors, we award that the Court Time provisions set forth in the City's last offer.

XVI. Released Time.

The controversy on this issue, involves the question of pay for time off to officers and representatives of the Union while attending conventions and seminars. The 1971-73 contract provided for four (4) paid days. Therefore, fire fighters apparently have interpreted this to mean four - 24 hour days. The City contends it should be interpreted as four - 8 hour days because conventions are usually held during the regular 8-hour work-day. It therefore wants to clarify the contract to provide for four 8-hour days, or a total of 32 hours pay per year, while the Union wants to continue the four days as a total of 96 hours pay.

In considering this issue, we believe it necessary to investigate similar benefits in other contracts. No similar benefit is provided in the Police Officers' contract. Employer's Exhibit E-19 summarizes this item in the following cities:

- Wayne	- Payment for one man
- Inkster	- 3 days paid
- Livonia	- None
- Westland	- 3 days with pay
- Trenton	- None
- Berkeley	- None
- Ferndale	- None
- Royal Oak	- None
- Sterling Heights	- Time-off, no pay
- Ann Arbor	- 3 days with pay
- Dearborn Heights	- 5 days with pay

Thus, it appears that where this benefit is provided, each day's pay is limited to an 8-hour day. The Panel is therefore of the opinion that the City's proposal more nearly complies with the factors of Section 9.

The City's proposal is awarded.

XVII. Education, (Tuition Reimbursement).

This provision set forth in Employer's Exhibit 3, (Article XIV, Section 5) was approved by the Union Negotiating Committee on May 17, and June 13, 1973. The Union has "no particularly strong objection."

The Panel, therefore, awards this benefit as stipulated.

XVIII. Holidays.

The Union desires to retain the provisions of the 1971-73 contract relating to holidays. The City proposes (Employer's Exhibit 3, Article VIII) two changes:

1. Instead of paying holiday pay before December 1st of each year, it proposes to pay for them as they occur.

2. To be eligible for holiday pay, an employee must have worked his last scheduled work day before the holiday and the next scheduled work day following the holiday, except when the employee is on vacation.

The Union objects to these, and further claims that it fails to provide, as the current contract does, for holiday pay in addition to regular pay when the employee works on the holiday. However, we do not find that provision in the 1971-73 contract under "Holidays".

Although the record is silent, we take notice that contracts generally provide that holidays be paid as they occur, and, further, that many contracts provide for the "day before and after" restriction. They are included in the current Police Officers contract.

The Panel believes the City's proposal more nearly complies with factors of Section 9 and therefore awards Article VIII as proposed.

XIX. Personal Leave Days.

The Union desires to continue the provisions of the 1971-73 contract (Article XIV, Section 3).

The City proposes several changes in Article V, Section 5 (Employer's Exhibit 3). No other information was provided. The Police Officers contract is very similar to the 1971-73 contract provision and therefore, the Panel awards the provisions of that contract, as requested by the Union.

XX. Life Insurance.

A continuation of the 1971-73 contract relating to Life Insurance is sought by the Fire Fighters (Article XVII). This includes life insurance, with an additional coverage for accidental death, dismemberment, sickness and accident.

Since the City has provided for sickness and accident coverage under the Sick Leave provisions (Article X - Section 7 of last offer) with greater benefits than now in effect, and which the Panel has adopted and awarded, we find it necessary to award the City's offer on Life Insurance.

XXI. Overtime.

Article VI (Employer's Exhibit 3) deals with the Work-week.

Section 1 thereof has already been covered above under "Reduction in Hours (item 6).

Section 2, relating to time and one-half pay for all hours worked in excess of the employee's regular shift was approved by the Union's Negotiating Committee on June 13, 1973.

Section 2a, which was not approved, deals with the division of overtime work among the employees in the same classification and on the same shift, who are able to perform the required work, and the giving of reasonable notice to work overtime.

Section 2b, which was approved by the Union Negotiating Committee, requires that an employee who continues into overtime on a specific job, shall be considered as working unscheduled overtime.

Section 2c, which was not accepted by the Union, requires an employee to accept overtime work and subjects him to disciplinary action unless he offers an excuse acceptable to the Employer.

Section 2d, also not approved, provides that an employee who refuses overtime shall be charged with it.

Objection is made by the Union that the change will lead to inequities and that it imposes an unlawful requirement to work over 56 hours.

An examination of other available contracts reveals the following:

1. The Garden City Police Officers' contract has the identical provisions.

2. The City of Wayne provides for a division of overtime on a classification basis, and a charge for overtime if refused.

3. The City of Inkster contract is to same effect.

4. Livonia merely provides that the employer will attempt to equalize overtime within ranks.

5. Neither Westland nor Trenton, nor Berkley have any provisions on overtime division.

6. Ferndale has no such provision.

7. Royal Oak has no provision for overtime division, but does provide for compulsory overtime, with disciplinary action for those who refuse.

8. Sterling Heights simply provides that overtime shall be a subject for negotiation between the parties.

9. No similar provision is made in the Ann Arbor contract.

10. The Dearborn Heights contract calls for a modified form of compulsory overtime, but nothing on division.

We see no basis for the Union's objections and are of the opinion that the City's proposal is reasonable and more nearly complies with the basic factors of Section 9.

The Panel, therefore, award the City's proposed language on Overtime.

XXII. Maintenance of Conditions.
and XXV. Economic Benefit Maintenance.

Under "Maintenance of Conditions", the Union wants to continue the provisions of the 1971-73 contract to the effect:

1. That classifications and positions presently in effect shall not be changed during the life of the contract, and

2. That the City shall make no unilateral changes in wages, hours or conditions of employment during the term of the agreement.

Under "Economic Benefit Maintenance," the Union requests that:

> "Economic benefits shall be maintained during the 1973-1975 contract period at levels not less than those in effect during the period beginning July 1, 1972 to and through June 30, 1973"

The City's proposal (Employer's Exhibit 3, Article VII, Section 2) proposes that if, during the life of the Agreement, a new job classification is created or a significant change in an existing job classification is effected, the City shall establish the job duties and rate range applicable thereto, and promptly notify the Union thereof. The latter is then allowed 30 days within which to initiate negotiations and if no agreement is reached within 30 days after notice, the grievance procedure, from the 2nd step, may be initiated; otherwise, the City's original classification and pay rate stands.

Furthermore, any changes resulting from negotiations or grievance procedure will be retroactive.

The City further objects to the Union's "Economic Benefit Maintenance" proposal.

The Union takes the position that the benefits gained by employees under prior contracts must be continued and

maintained and that no change can be made unless there is a compelling reason for changing the status quo.

The City's proposal to iniate new or changed classifications and rates of pay, subject to negotiation with the Union, does not, in our opinion, erode the status quo. It is simply a device by which positive and immediate action can be taken, subject to negotiations and with retroactive effect, for the final resulting change. It is interesting to note that on May 17, 1973, in negotiations, this was agreed to by the Union Committee, but on June 13, 1973, withdrawn. At any rate, we believe the City's proposal to be reasonable and not in direct violation of the former contract. The Police Officers' Association accepted the same proposal, apparently believing that it was still able to negotiate changes, even though initiated by the City.

We, therefore, award the City it's proposal set forth in Article VII, Section 2.

With reference to the Union's proposed "Economic Benefit Maintenance" provision, we are seriously concerned. As discussed above, under "Special Comment", we noted our concern and discussed it at length. We do not see how such a maintenance of status quo can be provided within the

amendment of Act 312 (Section 8) where the arbitrators, on economic issues, are required to adopt the last offer of settlement which, in the opinion ofthe arbitration panel, more nearly complies with the applicable factors prescribed in Section 9. To accomplish this responsibility the Panel must award the last offer, regardless of whether its effect is to reduce or eliminate certain prior benefits.

Accordingly, in our opinion, the proposal of the Union for a provision to maintain former economic benefits is not valid, under the statute and do not award it.

XXIII. Management Rights.

The former contract provided (Article XXI, Section D) that:

> "D. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made, all rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City."

We see no difference in the effect of the City's proposed language in Article I, Section 2 (Employer's Exhibit 3) which the Negotiating Committee accepted on June 4, 1973, as well as the Police Officers' Association.

We, therefore, award that Section 2 of Article I of the City's proposal.

XXIV. Subcontracting.

The City proposed that it shall have the right to subcontract work during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. (Employer's Exhibit 3, Article XIV, Section 4). The Union proposes that "During the effective contract between the parties, the City agrees that it will not subcontract work normally performed by the firefighting employees encompassed by this contract."

We are informed that the City does now subcontract work which cannot be normally performed by the fire-fighters.

We believe that this practice can be continued under the last best offer of the Association and therefore, do hereby award it as proposed by the Association.

XXVI. Residency.

No restriction was placed in the residency of employees in the last 1971-73 contract.

Now, the Union requests a clause that none will be now or in the future.

The City proposes that employees be required to be city residents and if not, to move into the City within 90 days.

The Union claims the City's proposal is arbitrary, unreasonable and a denial of due process, as well as a violation of the "Constitutional right to travel."

The City claims it's provision is required because of the fast response time and need for availability of fire-fighters. The Police Officers' accepted this proposal but the fire-fighters negotiating committee did not.

We find no provision similar to either one proposed and, since, in our opinion, neither proposal more nearly complies with the factors of Section 9, we do not award either one.

Non-Economic Issues

Heretofore, we have considered those issues deemed economic in nature, but a number of other issues remain which must be answered. They will be taken up in the order in which they appear in Employer's Exhibit 3, following the Articles and Section numbers therein given.

Opening Paragraph - Accepted by the Union Negotiating Committee on May 17, 1973.

General Purpose Paragraph - Accepted by the Union Negotiating Committee on May 17, 1973.

Article I, Section 1 - Recognition.

The Union's objection to limiting recognition to uniformed employees in the Fire Department is justified. The Panel, therefore, deletes that term and awards Section 1, as amended.

Article I, Section 3 - Non-Discrimination.

We find nothing objectionable to this section, which was accepted by the Union Committee on May 17th and June 4, 1973.

We, therefore, award this Section 3, as approved.

Article I, Section 4 - Union Activities.

The Union ties other sections into its objections to this section. They are:

Article II, Section 5 - approved by the Negotiating Committee on May 17th and June 4, 1973.
Article V, Section 6 - Not approved.
and Article XIV, Section 2 - Not approved.

We see no objection to the requirement that Union activities shall not be permitted during working hours, except as permitted by the agreement. This is a common and reasonable requirement of most contracts.

We, therefore, award this Section 4, and will treat with the other sections as they arise later in the contract.

Article I, Section 5 - Union and Agency Shop.

The proposed section was approved by the Union on June 4, 1973. Objection is now made that it provides for the payment of a "fair share of the Union's cost of negotiating and administering the Agreement as determined by the Union for employees under the Agency provisions, whereas the former contract required an amount equivalent to the dues, initiation fees and assessments of union employees.

This question has been settled by the amendment to Section 10 of the Public Employment Relations Act (by P.A. 25, 1973) which, in effect, permits as a condition of employment the assessment of a service fee equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative.

It is the Panel's finding that the Union's objections should be sustained and this Section 5 be amended to conform with the statute. The phrase "a representation fee equivalent to

their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union" is deleted from this Section 5 of Article I, wher ever it occurs, and replaced by the following phrase: "a service fee equivalent to the amount of dues uniformly required of members of the Union."

We also award (as Section 5 (b)), the provisions of Section 3 in the 1971-73 contract, to read as follows:

> "Those employees who fail to comply with the requirements contained in Section 5 above, shall be terminated by the City without further action being required on the part of the Union."

Article I, Section 5a, 6 and 6a - Hold harmless and Check-off.

These sections and subsections were accepted by the Union Committee on May 17, 1973. However, Section 6 is objectionable, because it could be interpreted as limited to Union employees only and not agency shop employees as well.

We, therefore, award Section 6 as amended to provide, in part, that

"All those employees who presently execute payroll deduction authorization cards - -."

Article II - Grievance Procedure.

All sections of this Article except Section 6, were accepted by the Union Negotiating Committee on May 17, 1973 and/or on June 4, 1973.

However, objection is raised to Section 1, definition of a grievance, because allegedly it eliminates past practices. We do not believe such is the case. Past practice can always be brought in as evidence of interpretations given to contract language and Section 1, in our opinion, does not bar such evidence.

Section 6 provides, in substance that an employee who files a grievance under this contract waives his rights to also proceed under the grievance procedure of Act 78, P. A. of 1935, as amended.

We find nothing objectionable to such a provision. In our judgment, an employee should not be given two remedies for the same grievance. This position was supported many years ago by the Legislature when it amended the Veteran's Preference Act to that effect as it related to Act 370, P. A. of 1941 (County Civil Service Act). See Act 179, P.A. of 1959)

Article III - Strikes and Lockouts.

Section 1. This section was accepted by the Union Negotiating Committee on May 17, 1973. Its wording is very similar to that in many other contracts, including the identical provision in the Police Officers' contract.

Section 2. Similarly this section was approved by the Committee on May 17, 1973, but was withdrawn by it on June 21, 1973. It also is incorporated in the Police Officers' contract.

We believe both sections adequately cover the situation and are somewhat standard provisions of contracts and are therefore granted.

Article IV - Seniority.

Sections 1, 2, 2(a), 2(b), 2(c) and 2(d) were approved by the Committee. However, the approval of Section 2(d) was later withdrawn.

Section 2d provides that seniority shall terminate when an employee has been laid off for lack of work or funds for 24 or more consecutive months.

Objection is raised by the Union that the proposal is not made subject to the provisions of Act 78 and purports to waive statutory rights.

Section 2d is a very common provision of not only public but private contracts as well, and, we see no conflict with Act 78 nor a waiver of statutory rights.

Article IV in full is hereby granted.

Article V - Leaves of Absence.

Section 1 was accepted by the Committee on May 17, 1973 and no objection is made.

It is therefore granted.

Section 2 was also approved on May 17, 1973 and is also awarded.

Section 3 was also accepted by the Committee on May 17, 1973 and June 4, 1973 and no objection is raised.

It is awarded.

Section 4, 4a and 4b were ruled on as an economic issue in XIV above.

Sections 5, 5(a) and 6. Personal Leave Days and Convention Days were also ruled on above, in XIX, and in XVI respectively.

Article VI - Work-week.

Section 1 was ruled upon above in VI.

Section 2(a) 2(b), 2(c) and 2(d) were covered in XXI above.

Article VII - Wages.

Section 1 was ruled upon in I - Wages above.

Section 2 was covered in XXV above.

Section 3 was accepted by the Committee on May 17, 1973 and June 13, 1973 and is a simple statement of aims which are not unreasonable.

It is granted.

Section 4 was discussed and ruled on in XI above.

Section 5 was ruled on in XV above.

Section 6 relating to time and one-half pay for riot duty, was accepted by the Committee on May 17th, and June 13, 1973. It is identical to the Police Officers' contract.

The Union objects because the term "riot duty" rather than the term "civil disorder", as was used in the former contract.

We find no provision in other available contracts similar to either the proposed section nor to that of the former contract. We do believe, however, that in case of either a riot or civil disorder, if an employee is sent outside the city, pay should be at time and one-half.

We therefore award the City's proposal, except that the term "riot duty" be changed to "civil disorder".

Article VIII - Holidays.

This subject was treated under item XVIII.

Article IX - Vacations.

This subject was treated under item XIII.

Article X - Sick Leave.

This subject was treated under Item XII.

Article XI - Longevity.

This subject was treated in Item IV.

Article XIII - Insurance.

This subject was treated separately as to Life Insurance in Item XX and Medical Insurance in Item IX above.

Article XIV - General.

Section 1. Rules and Regulations.

Objection is made that this provision allows the City to impose rules without bargaining with only the right to file a grievance thereon.

Although we find several contracts with provisions similar to that proposed by the City, including the Police Officers' contract, we believe a 30 day period should be established before the rule becomes effective.

It appears reasonable that before rules and regulations become effective, there should be period of time provided within which the Union could consider the proposed rule and grievance if necessary.

We, therefore, award the City's proposed Section 1, amended at the end of the first sentence, to provide that "but no such rules or regulations shall become effective until at least 30 days after announcement or completion of grievance procedure including arbitration."

Section 2 - Bulletin Board.

We see nothing unreasonable with the proposed section on Bulletin Board.

We therefore award the same as proposed. In addition, however, the remaining portions of Section 3 and Section 4, Article V (1971-73 Contract) relating to filing space and meetings shall be incorporated into this provision.

Section 3 - Supervisory Employees.

The Union accepts this section and the Panel awards it.

Section 4 - Subcontracting.

This subject was treated in Item XXIV above.

Section 5 - Tuition Payments.

This subject was treated in Item XVII.

Section 6 - Food Allowance.

This subject was treated in Item VII.

Section 7 - Uniform Allowance.

This subject was treated in Item VIII.

Section 8 - Physically Unfit Persons.

This proposal of the City was accepted by the Police Officers' Association with the proviso that:

> "Employees who, at the time of the execution of this Agreement, have a physical defect, caused by injury, shall be allowed to remain on active duty provided they maintain the level of physical ability that they had at the time of execution of this Agreement."

Both provisions, we believe are reasonable and necessary and are hereby awarded.

Section 9 - Residency.

This subject was treated in Item XXVI above.

Section 10 - Invalidity Clause.

This proposal was accepted by the Union Negotiating Committee on May 17th and June 13, 1973, and no substantial objection is made.

Section 11 - Waiver of right to bargain on any subject other than in the contract.

This proposal, although it was adopted by the Police Officers, is not a common provision of contracts. We do not believe it necessary to the proper administration of the contract and do not award it.

Section 12 - All Agreements to be in writing.

Again, this provision, accepted by the Police Officers' Association, is not common in labor contracts. In addition, it is our judgment that the imposition of such a clause would not be reasonable since this Panel has no knowledge of the implications involved.

We, therefore, do not award it.

Section 13 - Act 78.

This subject, in part, was treated under Section 6, of Article II above.

Accordingly, we do not believe this provision is

necessary to the contract and do not award it.

SUMMARY OF AWARDS AND ORDERS

I. Wages.

The Association's last best offer on wages is hereby awarded for the two fiscal years July 1, 1973 through June 30, 1974, and July 1, 1974 through June 30, 1975, respectively.

II. Duration of Agreement.

The Association's last best offer is hereby awarded for a two-year contract from July 1, 1973 through June 30, 1975.

III. Retroactivity.

The Association's last best offer on retroactivity to July 1, 1973 is awarded.

IV. Longevity.

The City's proposal set forth in Article XI, Section 1 (page 26) of the City's Exhibit 3 is hereby awarded.

V. Cost-of-Living Adjustment.

The Association's request for a Cost-of-Living clause is hereby denied.

VI. Reduction in Hours.

The Association's request for a reduction in work hours is denied and the City's last best offer, as set forth in Article VI, Sections 1, 2, 2(a), 2(b), 2(c) and 2(d) of City's Exhibit 3, is awarded.

VII. Food Allowance.

The Association's request for an increase in Food Allowance is denied, and an allowance of $350.00 per year, paid quarterly, is awarded as in Section 6, Article XIV, City's last best offer, (Employer's Exhibit 3)

VIII. Clothing Allowance.

The City's last best offer, on clothing allowance, of $300.00 in the fiscal year, 1973-1974, and $350.00 in the fiscal year 1974-1975, as set forth in Article XIV, Section 7, of the City's Exhibit 3 is awarded.

IX. Medical Insurance (for Retirees)

The extension of medical insurance to retirees is denied, and theprovisions of Article XVII, Section 2, of the prior 1971-73 contract is awarded.

X. Pay for Acting Rank.

The Association's last best offer relative to pay while a lower-rank employee temporarily fills a higher rank classification is awarded.

XI. Minimum Call-In Time.

The City's last best offer as set forth in Employer's Exhibit 3 (Article VII, Section 4) relating to minimum call-in pay is awarded.

XII. Sick Pay Provisions.

The City's last best offer relative to Sick Pay, as set forth in Article X , Employer's Exhibit 3 is awarded.

XIII. Vacations.

The Association's request for changes in the Vacation provisions is denied and the City's last best offer as set forth in Article IX /(Employer's Exhibit 3) is awarded. Sections 1, 1(a), 1(b), 1(c) and 1(d) and Section

XIV. Funeral Leave.

The City's last best offer on funeral leave (Article V, Sections 4, 4(a) and 4(b), (Employer's Exhibit 3) is awarded.

XV. Court Time.

The provisions of Article VII, Section 5, (Employer's Exhibit 3) on Court Time is awarded.

XVI. Released Time.

The City's last best offer as in Employer's Exhibit 3, Article V / Section 6 on released time is awarded.

XVII. Education Tuition Reimbursement.

The City's last best offer on tuition reimbursement as in Employer's Exhibit 3 (Article XIV, Section 5) is awarded.

XVIII. Holidays.

The City's last best offer of the City on holidays, as in Article VIII, Employer's Exhibit 3, is awarded.

XIX. Personal Leave Days.

The Association's last best offer on personal leave days, as in Article XIV, Section 3, of the 1971-1973 contract is awarded.

XX. Life Insurance.

The City's last best offer on life insurance benefits, as in Article XIII, Section 1, of the Employer's Exhibit 3 is awarded.

XXI. Overtime.

The last best offer of the City relating to overtime (Article VI, Sections 1, 2, 2a, 2b, 2c and 2d, Employer's Exhibit 3) is awarded.

XXII. Maintenance of Conditions.

The City's last best offer on new job classifications and rates, as set forth in Article VII, Section 2, (Employer's Exhibit 3) is awarded.

XXIII. Management Rights.

Article I, Section 2 (Employer's Exhibit 3) of the City, relating to Management Rights is awarded.

XXIV. Subcontracting.

The Association's last best offer on Subcontracting is hereby awarded.

XXV. Economic Benefit Maintenance.

The Association's last best offer on Economic Benefit Maintenance is not awarded.

XXVI. Residency.

The requests of both the City and the Association are both denied.

NON-ECONOMIC ISSUES
(Referring to Employer's Exhibit 3)

Opening Paragraph.

The opening paragraph of Employer's Exhibit 3 is awarded.

General Purpose Paragraph.

This paragraph is awarded.

Article I, Section 1 - Recognition.

The term "uniformed" is deleted and amended Section 1 to read:

Sec. 1 "Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for its employees in the Fire Department excluding the Fire Chief and all other employees of the City."

Article I, Section 4 - Union Activities.

Awarded as proposed by the City (Employer's Exhibit 3, Article I, Section 4).

Article I, Section 5 - Union and Agency Shop.

Section 5 awarded as amended to require payment of amounts equal to dues and to require discharged if not paid.

Article I, Sections 5a, 6 and 6a - Hold Harmless and Check-off.

Section 6 is awarded to read, in part, as follows:

"All those employees who presently execute payroll deduction authorization cards - - - etc."

Article II, Section 6 - Grievance Procedure.

Awarded as proposed in Article II, Section 6 of Employer's Exhibit 3.

Article III, Sections 1 and 2 - Strikes and Lock-outs.

Awarded as in Employer's Exhibit 3.

Article IV - Seniority.

Article IV awarded as in Employer's Exhibit 3.

Article V, Sections 1, 2 and 3, - Leaves of Absence.

The above-noted sections are awarded as in Employer's Exhibit 3.

Article VII, Section 3 - Wages.

Awarded as in Employer's Exhibit 3, Article VII, Section 3.

Article VII, Section 6 - Riot Duty.

Awarded as in Employer's Exhibit 3, except that the term "riot duty" be changed to "civil disorder."

Article XIV - General

Section 1 - Rules and Regulations.

Awarded as in Employer's Exhibit 3, except that at the end of the first sentence, it shall be amended to provide "but no such rules or regulations shall become effective until at least 30 days after announcement or completion of grievance procedure, including arbitration."

Section 2 - Bulletin Board.

Awarded as in Employer's Exhibit 3, but in addition to include the remaining portions of Section 3 and Section 4 of Article V (1971-73 contract) relative to filing space and meetings.

Section 3 - Supervisory Employees.

Awarded as in Employer's Exhibit 3.

Section 8 - Physically Unfit Persons.

Awarded as in City's proposed Section 8, but also to include the following proviso:

(a) Employees, who at the time of the execution of this Agreement, have a physical defect, caused by injury, shall be allowed to remain on active duty provided they maintain the level of physical ability they had at the time of the execution of this Agreement.

Section 10 - Invalidity Clause.

Awarded as in Employer's Exhibit 3.

Section 11 - Waivers.

Not Awarded.

Section 12 - Agreements to be in Writing.

Not Awarded.

Section 13 - Act 78.

Not Awarded.

By Order of the
Arbitration Panel

Thomas V. Lo Cicero, Chairman

Lucien J. Henry
Garden City Fire Fighters
Representative

Michael Ward
Garden City Representative

DATED: July 18, 1974

SUMMARY OF ASSOCIATIONS
LAST OFFER OF SETTLEMENT OF
ECONOMIC ISSUES
(Adapted from original Document)

I. Wages.

Effective July 1, 1973, to and including June 30, 1974, the wages of fire fighters, engineers, sergeants, lieutenants, and fire marshalls shall be increased by approximately 6.5% over those wages paid to said employees during the period July 1, 1972, to and through June 30, 1973.

Effective July 1, 1974, to and including June 30, 1975, the wages of fire fighters, engineers, sergeants, lieutenants, and fire marshalls shall be increased by approximately 6.7% over those wages paid to said employees during the period July 1, 1973, to and through June 30, 1974.

This last offer of settlement of the economic issue involving wages will necessitate the substitution of new effective dates and salary levels, and the inclusion of the now existing fire marshall classification in Exhibit A, City of Garden City Fire Department Salary Classification List, found at page 20 of the 1971-1973 contract. As modified, Exhibit A shall read:

1/ The Union's last offers of settlement provide, in part, for certain modifications of the 1971-1973 collective bargaining agreement between the parties (Union Exhibit Number 1), a copy of which is attached hereto and is referred to herein as the 1971-1973 contract. The Union's last offer of settlement identifies the pertinent portions of the 1971-1973 collective bargaining agreement which the Union seeks to modify or in most cases preserve. Modifications and/or additions to said 1971-1973 collective bargaining agreement are underscored in the Union's last offers of settlement which are submitted herein.

APPENDIX A

	EFFECTIVE JULY 1, 1973	EFFECTIVE JULY 1, 1974
Fire Marshall	$18,105.00	$19,320.00
Lieutenants		
After one (1) year	$17,040.00	$18,182.00
Start	$16,454.00	$17,556.00
Sergeants		
After one (1) year	$15,975.00	$17,045.00
Start	$15,389.00	$16,420.00
Engineers	$14,910.00	$15,916.00
Fire Fighters		
After four (4) years	$14,060.00	$15,000.00
After three (3) years	$13,525.00	$14,437.00
After two (2) years	$12,933.00	$13,870.00
After one (1) year	$12,460.00	$13,301.00
Start	$10,650.00	$11,368.00

NOTES: 1. Mechanic is entitled to a 3% bonus for extra duties in the maintenance of equipment.

2. A Mechanic shall be exempt from equalization of overtime when performing the functions of a mechanic.

3. The normal work-week for Fire Prevention employees shall consist of five (5) days of eight (8) hours per day.

	July 1, 1973	July 1, 1974
Fire Marshalls	$18,105	$19,320
Lieutenants		
1 year	$17,040	$18,182
Start	$16,454	$17,556
Sergeants		
1 year	$15,995	$17,045
Start	$15,389	$16,420
Engineers	$14,910	$15,916
Fire Fighters		
4 full years	$14,060	$15,000
3 full years	$13,525	$14,437
2 full years	$12,933	$13,870
1 full year	$12,460	$13,301
Start	$10,650	$11,368

Mechanic is entitled to a 3% bonus for extra duties in maintenance of the equipment.

II. Duration of Agreement.

The contract of employment between the parties shall be effective the first day of July, 1973, and shall remain in full force and effect to and including June 30, 1975. (Article XXI, Section 1, 1971-1973 contract, page 19.)

III. Retroactivity.

All improvements of benefits made in the contract of employment between the parties shall, unless otherwise specifically provided, be effective retroactive to July 1, 1973.

IV. Longevity.

In addition to the salary set forth in the attached salary schedule, each employee shall receive as longevity pay additional monetary amounts as set forth in the schedule immediately below. Time of service shall be computed from the hiring date of each employee. Longevity pay shall be paid to the employee on or before the first day of December of each year.

0 to 5 YEARS	5 to 10 YEARS	10 to 15 YEARS	15 to 20 YEARS	20 YEARS AND ABOVE	MAXIMUM
-0-	2%	4%	5.5%	7%	7%

V. Cost of Living Adjustment

Effective at the beginning of the first pay period commencing on or after July 1, 1974, and thereafter during the period of this agreement each employee covered by this agreement shall receive a cost-of-living allowance.

The cost of living shall not be added to the base rate for any classification but only to each employee's straight time earnings.

The cost-of-living allowance shall be taken into account in computing overtime premium, sick leave payments, vacation payments, holiday payments, call-in pay, and civil disorder duty pay.

Basis for allowance: The cost-of-living allowance will be determined and redetermined as provided below in accordance with charges in the Official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and hereinafter referred to as the BLS Consumer Price Index.

Effective at the beginning of the first pay period commencing on or after July 1, 1974, and thereafter during the period of this ageement, adjustments in the cost-of-living allowance shall be made quarterly at the following times:

Effective Date of Adjustment	Based Upon 3 month average of the BLS Consumer Price Index for:
First pay period commencing on or after July 1, 1974.	March, April, May - 1974
First pay period commencing on or after October 1, 1974.	June, July, August - 1974.
First pay period commencing on or after December 1, 1975.	September, October, November, 1974
First pay period commencing on or after April 1, 1975.	December, 1974; January and February, 1975.

Continuance of the cost-of-living allowance shall be contingent upon the availability of the BLS Consumer Price Index in its present form and calculated on the same basis as the BLS Consumer Price Index for March, 1974, the basing point set forth above.

In determining the three month average of the index for a specific period, the computed average shall be rounded to the nearest 0.1 index point.

Effective July 1, 1974, and for any period thereafter as provided above, the cost of living allowance shall be accord with the following table:

THREE MONTH AVERAGE BLS CONSUMER PRICE INDEX	COST OF LIVING ALLOWANCE
137.8 to 138.1	.01
138.2 to 138.5	.02
138.6 to 138.9	.03
139.0 to 139.3	.04
139.4 to 139.7	.05
139.8 to 140.1	.06
140.2 to 140.5	.07
140.6 to 140.9	.08
141.0 to 141.3	.09
141.4 to 141.7	.10
141.8 to 142.1	.11

142.2 to 142.5	.12
142.6 to 142.9	.13
143.0 to 143.3	.14
143.4 to 143.7	.15
143.8 to 144.1	.16
144.2 to 144.5	.17
144.6 to 144.9	.18
145.0 to 145.3	.19
145.4 to 145.7	.20

And so forth with 1¢ adjustment for each 0.4 change in the average index for the appropriate three months average of the indexes below 137.8 provide the basis for a reduction in an employee's straight time earnings as provided in the wage clause of this contract.

Adjustment procedure: In the event the Bureau of Labor Statistics does not issue the appropriate consumer price indexes on or before the beginning of one of the pay periods referred to in this appendix, any adjustment in the cost-of-living allowance required by such appropriate indexes shall be effective at the beginning of the fiscal period after receipt of the indexes. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any month or months specified above.

The parties to this agreement agree that the continuance of the cost-of-living allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the index for March, 1974, unless otherwise agreed upon. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this contract, a monthly consumer price index in its present form and calculated as the index for March, 1974.

VI. Reduction in Hours.

Effective October 1, 1974, and thereafter, each 24-hour fire fighter employee shall receive one additional leave day per month. This shall result in a reduction of the average work week for fire fighters to 50.4 hours per week or approximately 2,620 hours in each twelve month period.

The effective date of this reduction of average number of hours worked is based upon a premise that it is necessary to give the City lead time to prepare and plan for this reduction and is without prejudice to our argument that a contract year should be retroactively effective to July 1, 1973.

VII. Food Allowance.

The City shall pay each employee the sum of $400 per year in four payments beginning July 1, 1973, and every three months thereafter, a food allowance. (Due to the retroactive effectiveness of this benefit, any retroactive payments, being the amount of increase of this benefit, shall be due and payable as of the date of the first quarterly food allowance payment following the issuance of the arbitration award.)

VIII. Clothing Allowance.

The City shall provide all protective clothing required. This is to include helmet, fire fighting coat, boots and gloves, as needed.

The City shall pay each employee $350 as a uniform allowance and such sum shall be payable in two equal parts on July first and January first.

IX. Medical Insurance.

The City shall provide full family coverage for all employees through Michigan Blue Cross-Blue Shield Hospital Medical Insurance Plan MVF-2, with semi-private room accommodations. In addition, the Master Medical and Prescription Drug Program with a $1 co-pay shall be included and the City shall pay all premium costs for such coverage. In addition, the City shall provide and shall continue to provide to all employees employed

during the effective period of this contract that medical and health insurance coverage afforded active employees when said employees retire from their employment as a fire fighting employee with the city of Garden City. Retired employees shall further enjoy and be provided by the city of Garden City with all increases in benefit coverage levels provided to active employees at the time when said increases are made.

X. Pay for Acting Rank.

In those cases where temporary vacancies occur in the positions of fire marshall, lieutenant, sergeant, or engineer, those vacancies may be filled at the discretion of the fire chief or shift commander. Employees covered by this collective bargaining agreement filling said temporary vacancies shall be paid at the rate of their present rank or the rate of the temporary vacancy, whichever is higher. (In accordance with the past practice, the employee shall be paid from the first hour worked at the highest rate for such position.

XI. Minimum Call-In Time.

Every employee represented by the Union who is called in for duty other than his regular shift shall receive a minimum of four hours pay at one and one-half times his regular rate or he shall receive one and one-half his regular rate for each hour or fraction thereof actually worked, whichever is the greater. Employees required to work past their regular shift shall receive pay at the rate of time and one-half for each hour or fraction thereof actually worked with a minimum of 30 minutes. For this purpose, on-duty time shall be defined as the period when the employee arrives at either the station or the scene of an emergency whichever directed or required and continuing until such time as he is released by the officer in charge. Such overtime shall be on a voluntary basis, but the employees shall be called in a manner whereby either the opportunity to work or actual hours worked shall be equalized and rotated on a seniority basis.

XII. Sick Pay Provisions.

Sick leave provisions in the contract between the parties for the period July 1, 1973, to and including June 30, 1975, shall remain identical to the sick leave provisions contained in the 1971-73 contract between the parties, which are set forth in Article XII thereof, pages 10 - 12. The Union thus desires to preserve the status quo.

XIII. Vacations.

Vacation provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the vacation provisions contained in the 1971-73 contract, contained in Article X thereof, pages 8 and 9. Vacation provisions shall specifically include subparagraph (e) of Article X, page 9, which provides that "in addition to regular vacation time, all employees with ten years or more of service shall be granted one additional leave day for each additional year of service, in excess of ten years."

XIV. Funeral Leave.

Funeral leave provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the funeral leave provisions contained in the 1971-73 contract contained in Article XIV, Section 1, pages 12 and 13.

XV. Court Time.

Court time provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the court time provisions contained in the 1971-1973 contract contained on page 12.

XVI. Released Time.

Released time provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the released time provisions contained in Article V, Section 1 and 2, page 4.

XVII. Education.

Education provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the education provisions contained in the 1971-1973 contract contained in Article VII, Section 5, page 7.

XVIII. Holidays.

Holiday provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the holiday provisions contained in the 1971-1973 contract contained in Article IX, pages 7 and 8.

XIX. Personal Days.

Personal day provisions in the contract between the parties forthe period July 1, 1973, to and through June 30, 1975, shall remain identical to the personal day provisions contained in the 1971-1973 contract contained in Article XIV, Section 3, page 13.

XX. Life Insurance.

Life insurance provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the life insurance provisions contained in the 1971-1973 contract contained in Article XVII, Section 1, page 14.

XXI. Overtime.

Overtime provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the overtime provisions contained in the 1971-1973 contract contained in Article VII, Section 3 (B) and (C), pages 6 and 7.

XXII. Maintenance of Conditions.

Maintenance of Conditions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the maintenance of conditions provisions contained in the 1971-1973 contract contained on pages 14 and 15.

The Union identifies this issue as being potentially economic due to the existence of past practice, the elimination of which will operate to the economic loss of the represented employees.

XXIII. Management Rights.

Management Rights provisions in the contract between the parties for the period July 1, 1973, to and through June 30, 1975, shall remain identical to the management rights provisions contained in the 1971-1973 contract contained in Article XXI.

The Union identifies this issue as potentially economic issue because of the existence of past practices which shall be eliminated by the Employer's proposal and similar clauses which will serve to eliminate certain economic benefits now afforded the represented employees.

XXIV. Subcontracting.

During the effective contract between the parties, the City agrees that it will not subcontract work normally performed by the fire fighting employees encompassed by this contract.

XXV. Economic Benefit Maintenance.

Economic benefits shall be maintained during the 1973-1975 contract period at levels not less than those in effect during the period beginning July 1, 1972, to and through June 30, 1973.

XXVI. Residency.

It shall not be a condition of employment for any present or future employee employed under the terms of this Agreement to live within the boundary lines of the City of Garden City.

This issue is identified as potentially economic because of the adverse financial impact of the Employer's proposed change in the past practice between the parties with respect to residency as a condition of employment, by which past practice residency was and is not a condition of employment.

ARTICLE X - SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2: Immediately upon ratification of this Agreement, all accumulated sick leave credits acquired prior to the execution of this Agreement, shall be frozen and said sick leave credits shall form a bank of sick leave credits which may be used by an employee who has said banked credits, in accordance with the terms and provisions of this Article. Subsequent to the date of ratification and for the term of this Agreement, permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the Employer with a maximum accumulation of sixty (60) days.

Section 3: In order to qualify for sick leave payments, the employee must report to his supervisor not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible in which event such report must be made as soon thereafter as is possible.

(a) In order to accumulate sick leave for any given month, the employee must actually work five (5) or more days in said month.

(b) In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.

(c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 4: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated bank of frozen paid sick leave credits accumulated prior to the execution of this Agreement or unused accumulated sick leave credits accumulated subsequent to the execution of this Agreement in the following situations:

(a) When an employee's absence from work is due to an illness or injury which is not related to work,

provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.

(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workmen's Compensation Act, after the first day of absence necessitated thereby the City shall make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, excluding any premium payments, for a period of not to exceed one hundred and four (104) weeks.

Section 5: If an employee retires pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to payment of his accumulated unused frozen paid sick leave credits accumulated prior to

the execution of this Agreement in accordance with the following schedule:

(a) None but less than five (5) years of continuous service, none.

(b) Five (5) but less than six (6) years of continuous service, 50%.

(c) Six (6) but less than seven (7) years of continuous service, 60%

(d) Seven (7) but less than eight (8) years of continuous service, 70%.

(e) Eight (8) but less than nine (9) years of continuous service, 80%.

(f) Nine (9) but less than ten (10) years of continuous service, 90%.

(g) Ten (10) or more years of continuous service, 100%.

If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused frozen paid sick leave accumulated prior to the execution of this Agreement.

Section 6: If an employee retires, pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to be paid twenty-five (25) percent of his accumulated unused paid sick leave credits, accumulated after

the execution of this Agreement. If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused paid sick leave accumulated after the execution of this Agreement.

Section 7: The City agrees to provide, for each permanent full-time employee, Sickness and Accident insurance which, after the first day of the accident or the eighth day of the illness, shall provide a benefit of sixty-five (65%) percent of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations and conditions are to be governed by the policy.

CITY'S FINAL OFFER FOR SETTLEMENT

Pursuant to and in accordance with Section 8 of Act 312 of the Public Acts of 1969 as amended the economic issues in dispute between the parties shall be identified before the conclusion of the Hearing. At the conclusion of the arbitration hearing in this cause the economic issues were not identified, therefore it must be assumed that all issues in the proposed contract of the respective parties, which either directly or indirectly relate to economics, are open. Therefore, in respect to all economic issues the City's last best offer of settlement is as enumerated in Employer Exhibit #3 (attached hereto and made a part hereof) and to all issues not contained in that document the City's position is that said issues should not be awarded with the exception of Appendix A dealing with wages, Article XV, page thirty-one (31) of Employer Exhibit #3, dealing with duration of the agreement, and Article X dealing with sick leave. As to duration the employer proposes a two (2) year agreement dating July 1, 1973 to June 30, 1975. As to wages the City offers the attached Appendix A as it's last best offer for a wage settlement. Finally the City offers the attached sick leave article as it's last offer regarding same and since the sick leave article contains provision for sickness and accident insurance, offer as it's final position, the attached amendment to the insurance article, said article becoming XIII.

CITY'S PROPOSAL

A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____, 1973, by and between the CITY OF GARDEN CITY, a Michigan Municipal Corporation, hereinafter referred to as the Employer and LOCAL 1911 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the Union.

OK 5/17

W I T N E S S E T H:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide quality fire prevention and protection services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

OK 5/17

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable

provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for its uniformed employees in the Fire Department excluding the Fire Chief and all other employees of the City. UH. 5/17 6/4

Section 2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees therein are vested solely and exclusively in the Employer. OK 6/4

Section 3: The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union. OK 5/17 6/4

Section 4: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. UH 5/17 6/4

Section 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Union

shall as a condition of continued employment remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the execution of this Agreement or upon the completion of their probationary period, whichever is later, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of their probationary period as defined in Section 2, Article V of this Agreement.

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(a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions or from complying with any request for termination under these

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provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistake of fact which were in control of or responsibility of the Union.

Section 6: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary within fifteen (15) calendar days thereafter.

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(a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

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ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. UH 6/4

Section 2: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within two (2) regularly scheduled working days after the occurrence of the event upon which his complaint is based. The supervisor shall give the employee a verbal answer within two (2) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply: OK 6/4

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the aggrieved employee's immediate supervisor, by the employee and/or his steward, within seven (7) regularly scheduled working days after the occurrence of the event upon which it is based. The OK 6/4

supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the supervisor.

SECOND STEP: If the grievance has not been settled in the First Step, and the Union wishes to process the grievance further, the Union shall state in writing why the First Step answer was not acceptable and present the grievance to the Fire Chief within five (5) regularly scheduled working days after its receipt of the First Step answer. Within seven (7) regularly scheduled working days after receipt of the Union's grievance by the Fire Chief, he shall arrange a meeting of himself and/or his designated representative and the Union's representative for the purpose of discussing said grievance. Within five (5) regularly scheduled working days after the meeting, the Chief shall give the Union a written Second Step answer.

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THIRD STEP: If the grievance has not been resolved in the foregoing Steps and the Union desires to process the grievance further it shall submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Arbitration Rules, then obtaining, provided such submission is made within thirty (30) calendar days after receipt by the Union of the Chief's Second Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto.

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The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 3: Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any Step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration. OK 5/17 6/4

Section 4: Grievances on behalf of the entire department or the entire Union shall be filed by the Union and shall be processed starting at the Second Step of the grievance procedure. OK 5/17 6/4

Section 5: Meetings of the Fire Chief and the Union provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day which they are scheduled. Union representatives, not to exceed two (2) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. OK 5/17 6/4

Section 6: It is understood and agreed that once an employee initiates a grievance pursuant to the provisions contained in this Article said procedures shall be the exclusive means of redress from the alleged wrong and the employee and the Union shall be bound by the decision arrived at pursuant to said grievance procedure. It is likewise understood and agreed that the employee and the Union, by the act of filing pursuant to this procedure unqualifiedly waives any rights to procedure or process contained in Act 78 of the Public Acts of 1935, as amended.

ARTICLE III - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts. OK 5/17

Section 2: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike, or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. It is agreed that the question as to whether an employee or group of employees engaged in such proscribed activity may be submitted to the grievance procedure for determination. OK 5/17 OK WITHD 0127

ARTICLE IV - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided.

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Section 2: An employee's seniority shall terminate:

(a) If he quits, retires or is justifiably discharged.

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(b) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer or, having notified the Employer of his intention to return, fails to do so within ten (10) calendar days after such notice is sent,

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unless he presents an excuse acceptable to management.

(c) If he is absent for three (3) consecutive regularly scheduled working days without notifying the Chief prior to or within such three (3) days period of a justifiable reason for such absence. OK 5/17

(d) When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months. OK 6/21 want see eliminated

ARTICLE V - LEAVES OF ABSENCE

Section 1: The Employer may grant a leave of absence for personal reasons of not to exceed one (1) year without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work. OK 5/17

Section 2: An employee who, because of illness or accident, other than illness or accident compensable under the Michigan Workemn's Compensation Laws, is physically unable to report for work shall be given a leave of absence, if said employee requests a leave, of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from OK 5/17

a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

Section 3: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

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Section 4: Regular employees, who at the time have completed their probationary period, shall receive the amount of pay they would have received on their normal shift day for each day necessarily lost during their normal scheduled workweek not to exceed four (4) days to make arrangements for and attend the funeral of a member of their immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. One (1) additional day shall be allowed if the funeral is being held at a location greater than a three hundred (300) mile radius from the City of Garden City. For purposes of this section, immediate family shall be defined as an employee's current spouse, children, parents, brother, sister, or parent-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be

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eligible for such pay the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the City, must present proof of death, relationship and attendance.

(a) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent or grandchild.

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(b) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed one (1) day leave to attend the funeral of an aunt, uncle or grandparents-in-law.

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Section 5: A permanent full-time employee who has completed his probationary period shall be allowed three (3) personal business leave days per year, provided prior written approval has been obtained from the employee's immediate supervisor at least five (5) regularly scheduled shift days in advance of the requested time off. For the purpose of this section, business leave days shall only be used for an activity which requires the employee's presence during his regularly scheduled shift day

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and which is of such a nature that it cannot be attended to at a time when he is not scheduled to work. Except in unusual circumstances, such business leave of absence with pay will not be permitted on the last day prior to or the first day following a holiday or vacation period.

(a) A day's pay for purposes of this section shall be equal to eight (8) hours pay at the employee's regular straight time hourly rate.

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Section 6: Employees who are elected or selected by the Union to attend International and State Union conventions and seminars shall be allowed time off with pay for a period of not to exceed four (4) days (thirty-two (32) regularly scheduled work hours) to attend such function. The Union may allocate the thirty-two (32) hours in any portion they wish among not more than three (3) employees. In order to qualify for paid leave, in accordance with this section, the Union must notify the Chief at least thirty (30) days prior to any requested leave of the names of those employees who are requesting leave. It is understood and agreed that leaves pursuant to this section shall not be granted if the needs of the Department would be seriously impaired thereby.

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ARTICLE VI - WORKWEEK

Section 1: The normal workweek for the Fire Fighters shall be

in conformity with the statute as set forth in M.S.A. 5.3331 as amended. However, it is understood and agreed that should State and/or Federal Law change so as to require the payment of overtime premium to public employees who work in excess of a specified number of hours in a given work week the Employer shall have the right to adjust said work week and/or platoon system to avoid said premiums to a degree which may include the implementation of a forty (40) hour work week on the resulting platoon adjustment.

Section 2: Time and one-half an employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of the employee's regular shift. OK 6/13

(a) When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among the employees in the same classification, and on the same shift within the Department where the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work. UH 5/17

(b) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it OK 5/17

shall be considered as unscheduled overtime and shall be performed by employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

(c) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he offers an excuse acceptable to the Employer.

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(d) An overtime list shall be maintained listing the overtime hours offered and/or worked by each employee to assure that overtime is distributed as equitably as possible. If an employee is offered overtime hours and refuses same, said overtime hours shall be charged against him just as if he had worked the same in addition to any disciplinary action which may be taken because of his failure to work such overtime.

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ARTICLE VII - WAGES

Section 1: The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: If, during the life of this Agreement, a new job classification is created or a significant change in an existing job classification, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar days period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Second Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created.

Section 3: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 4: When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half (1-1/2) his regular straight time hourly rate or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.

Section 5: When, as a result of performing his duties as a fireman, an employee is subpoenaed to make a court appearance or an appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at five dollars ($5.00) per hour or for the actual time necessarily spent at the court or agency at five dollars ($5.00) per hour, whichever is the greater. As a condition of receiving such payment, the employee shall assign his court appearance fee to the Employer.

Section 6: An on duty firefighter who is assigned to riot duty

outside the city limits shall receive pay at the rate of one and one-half (1-1/2) times his regular straight time hourly rate for all hours actually spent on said riot duty.

ARTICLE VIII - HOLIDAYS

Section 1: The following days shall be recognized as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve day, Christmas Day and New Year's Eve day. UH

Section 2: Qualified employees shall receive one (1) day's pay at their regular straight time hourly rate for each holiday day or day celebrated as such. A day's pay shall be computed by dividing the employee's base compensation by two hundred sixty (260). A day's pay for forty hours per week employees shall be computed by dividing the employee's base compensation by two thousand eight (2080) hours and multiplying same by 8.

Section 3: To qualify for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day following such holiday except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during his regularly scheduled vacation. UH 5/17 6/13.

ARTICLE IX - VACATIONS

Section 1: Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary dates of their employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

(a) An employee who, as of July 1st of any year has completed one (1) but less than two (2) years of continuous service with the City since his last hiring date shall receive three (3) work days of vacation with pay.

(b) An employee who, as of July 1st of any year, has completed two (2) but less than five (5) years of continuous service with the City since his last hiring date shall receive six (6) work days of vacation with pay.

(c) An employee who, as of July 1st of any year, has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive nine (9) work days of vacation with pay.

(d) An employee who, as of July 1st of any year, has completed ten (10) years of continuous service with the City since his last hiring date shall receive twelve (12) work days of vacation with pay.

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Section 2: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Chief. Vacation leave shall be granted giving preference to seniority employees. A seniority list shall be posted not later than January 15 of any calendar year, and all employees shall indicate prior to May 1 of that calendar year of those dates that they desire to take their eligible vacation leave. In the event two (2) or more employees desire the same vacation date, and it is determined by the Chief that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. A final vacation list shall be prepared by the Chief and distributed to all employees not later than May 15 of any calendar year, indicating those dates agreed upon.

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(a) In the event an employee does not select a vacation period prior to May 1 he shall be permitted to select a vacation period from

the remaining available dates. If two or more employees have failed to make selections by May 1 their selection shall be made on the basis of first come first serve.

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Section 3: If an employee, who is otherwise eligible for vacation with pay quits or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

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Section 4: No vacation time off shall be accumulative from year to year.

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ARTICLE X - SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2: Immediately upon ratification of this Agreement, all accumulated sick leave credits acquired prior to the execution of this Agreement, shall be frozen and said sick leave credits shall form a bank of sick leave credits which may be used by an employee who has said banked credits, in accordance with the terms and provisions of this Article. Subsequent to the date of ratification and for the term of this Agreement, permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the Employer with a maximum accumulation of sixty (60) days.

Section 3: In order to qualify for sick leave payments, the employee must report to his supervisor not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible in which event such report must be made as soon thereafter as is possible.

(a) In order to accumulate sick leave for any given month, the employee must actually work five (5) or more days in said month.

(b) In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.

(c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 4: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated bank of frozen paid sick leave credits accumulated prior to the execution of this Agreement or unused accumulated sick leave credits accumulated subsequent to the execution of this Agreement in the following situations:

(a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.

(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workmen's Compensation Act, after the first day of absence necessitated thereby the City shall make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, excluding any premium payments, for a period of not to exceed one hundred and four (104) weeks.

Section 5: If an employee retires pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to payment of his accumulated unused frozen paid sick leave credits accumulated prior to the execution of this Agreement in accordance with the following schedule:

(a) None but less than five (5) years of continuous service, none.

(b) Five (5) but less than six (6) years of continuous service, 50%

(c) Six (6) but less than seven (7) years of continuous service, 60%

(d) Seven (7) but less than eight (8) years of continuous service, 70%.

(e) Eight (8) but less than nine (9) years of continuous service, 80%.

(f) Nine (9) but less than ten (10) years of continuous service, 90%.

(g) Ten (10) or more years of continuous service, 100%.

If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused frozen paid sick leave accumulated prior to the execution of this Agreement.

Section 6: If an employee retires, pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to be paid twenty-five (25) percent of his accumulated unused paid sick leave credits, accumulated after the execution of this Agreement. If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused paid sick leave accumulated after the execution of this Agreement.

Section 7: The City agrees to provide, for each permanent full-time employee, Sickness and Accident insurance which, after the first day of the accident or the eighth day of the illness, shall provide a benefit of sixty-five (65%) percent of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific detalis, limitations and conditions are to be governed by the policy.

ARTICLE XI - LONGEVITY

Section 1: Permanent full-time employees who, as of the anniversary date of their employment have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive, in a lump sum payment made on or before December 1 of each year, a longevity bonus of twenty dollars ($20.00) for each year of continuous service with the City.

ARTICLE XIII - INSURANCE

Section 1: The City agrees, for the life of this Agreement, to maintain the level of group health and life insurance benefits in effect as of the date of this Agreement with an insurance carrier or carriers authorized to transact business in the State of Michigan and to continue to contribute toward the premiums therefor in the same manner as prevailed at the time of execution of this Agreement.

ARTICLE XIV - GENERAL

Section 1: The Employer shall have the right to make such reasonable rules and regulations not in conflict with this

Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 2: The Employer will provide a bulletin board for the Department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature. UH 5/17 6/13

Section 3: Nothing contained in this Agreement shall be construed to in any way restrict or limit management and supervisory employees from performing bargaining unit work in the same manner and to the same extent as management and supervisory employees performed such work prior to the execution of this Agreement. OK 5/17 6/13

Section 4: The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. UH 5/17 6/13

Section 5: For regular full-time employees who have completed OK 5/17 6/13

their probationary period, the City agrees to reimburse any tuition payments, which are not payable by any other organization, made by said employee for approved courses. In order to qualify for tuition reimbursement, the employee must receive approval of the course or courses, and the course or courses must be job related, or courses necessary to the attainment of an Associate Degree in Fire Fighting.

Section 6: The City agrees to pay each fire fighting employee the sum of three hundred fifty ($350.00) dollars per year as a food allowance. Said sum to be paid in four (4) equal installments of eighty-seven fifty ($87.50) each July 1, October 1, January 1 and April 1 of each year. UH 5/17 6/13

Section 7: Each employee shall receive a uniform allowance of three hundred fifty ($350.00) dollars annually. Fifty percent (50%) of said allowance shall be paid July 1 of each year and fifty percent (50%) shall be paid January 1 of each year. In addition the City shall provide all required protective clothing including helmet, fire fighting coat, boots and gloves. OK 5/17 OK 6/13

(a) If an employee quits or is discharged prior to receiving his clothing allowance, he shall not be entitled to any portion thereof. OK 5/17 6/13

Section 8: The Employer reserves the right to suspend or discharge employees who are not physically fit to perform their UH 5/17 6/13

duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. In the event an employee's seniority is terminated pursuant to this Article he shall be afforded the opportunity to apply for and the City will attempt to place him in a position with another department within the City and if he is employed by another department he shall retain all accrued benefits.

Section 9: All employees hired after the execution of this Agreement and all present employees who do not live within the boundary lines of the City of Garden City must, within ninety (90) calendar days after the date of their employment, or the execution of this Agreement, whichever is sooner, move within the boundary lines of the City of Garden City and live within said boundaries for the duration of their employment. All present employees who live within the boundary lines of the

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City of Garden City must, as a condition of continued employment, continue to live within the City of Garden City.

Section 10: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

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Section 11: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred

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to or covered by this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 12: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings and arrangements heretofore existing. UH 5/17

Section 13: The provisions of Act 78 of the Public Acts of 1935, as amended, shall apply in all matters delineated therein to include but not limited to layoff, recall, promotion, transfer, hiring procedures, discharge, suspension from duty and reduction in pay, The procedures contained in said Act shall be the sole means of redress for any alleged violation of the procedures contained therein. It is likewise understood and agreed that once an employee commences an action pursuant to said Act he shall be bound by said procedure and the ultimate decision reached pursuant thereto and shall have no right to process UH 8/23

under the grievance procedure contained in this Agreement.

ARTICLE XV - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the _____ day of _____, 197___ and shall remain in full force and effect until the _____ day of _____, 19____, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

APPENDIX A

Effective July 1, 1973

	Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Fire Fighter	10,500	12,200	12,700	13,200	13,700
Engineer	14,500				
Sergeant	14,950	15,500			
Lieutenant	15,950	16,500			
Fire Marshall	17,500				

Effective July 1, 1974

	Start	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.
Fire Fighter	11,000	12,700	13,200	13,700	14,200
Engineer	15,000				
Sergeant	15,450	16,000			
Lieutenant	16,450	17,000			
Fire Marshall	18,000				

A G R E E M E N T

THIS AGREEMENT ordered by the majority of a tripartite arbitration panel pursuant to Public Act 312 of 1969, as amended, this 18th day of July 1974, and made effective July 1, 1973, by and between the CITY OF GARDEN CITY, and MICHIGAN MUNICIPAL CORPORATION, hereinafter referred to as the Employer and LOCAL 1911 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the Union:

W I T N E S S E T H:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide quality fire prevention and protection services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for its employees in the Fire Department excluding the Fire Chief and all other employees of the City.

Section 2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of the Agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees therein are vested solely and exclusively in the Employer.

Section 3: The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 4: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

Section 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall as a condition of continued employment remain members in good standing for the duration of this Agreement or cause to be paid to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the execution of this Agreement or upon the completion of their probationary period, whichever is later, or cause to be paid to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. All employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a service equivalent to the amount of dues uniformly required of members of the Union upon the completion of their probationary period as defined in Section 2, Article V of this Agreement.

(a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions or from complying with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistake of fact which were in control of or responsibility of the Union.

(b) Those employees who fail to comply with the requirements contained in Section 5 above, shall be terminated by the City without further action being required on the part of the Union.

Section 6: All those employees who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary within fifteen (15) calendar days thereafter.

(a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

DISSENTING OPINION OF UNION PANEL DELEGATE

Following the conclusion of the hearing in this Act 312 proceeding, the panel chairman without the benefit of any executive sessions between the entire panel prepared a "draft" award and then called together the employer panel delegate and the undersigned to discuss neither the issues nor the exhibits and testimony but, rather, the proposed fait accompli decision. As a result of this executive session, the panel chairman did not reassess the merits of the issues herein but redrafted portions of the award in an attempt to protect his draft award from attack upon its manifest injustice and absence of logic and compliance with the statutory mandates of Act 312. Again, the party delegates were convened in executive session for the purpose of ratifying the unilateral actions of the panel chairman.

Upon my review of the evidence adduced at the hearing and upon examination of the now majority award of the panel chairman, I am compelled to register my vigorous dissent from the award of this panel and, moreover, from the instant proceedings generally.

Act 312 creates a tripartite arbitration panel and it would appear that the legislature intended to create an arbitration process in which the views, suggestions, arguments and statements of the party designees would be listened to and considered by the panel chairman prior to the panel chairman fixing in his mind the disposition of the issues before the panel. In this

proceeding, the actions of the panel chairman effectively denied this panel member the opportunity to confer with the chairman and the employer delegate prior to the decision of the chairman on each and every issue before the panel. The role envisioned by the legislature was that the delegates would have an effective opportunity to determine the merits and not merely either reject or affirm the fact of decision or attempt to alter a fixed decision of the chairman. This refusal of the panel chairman to follow the intent of the legislature in affording the undersigned an opportunity to effectively present my views prior to decision renders meaningless the intent of the statute and denies viability to the instant award.

Moreover, I do not believe that any award under Act 312 is either viable or enforceable where, as here, the majority of the panel rendering same is obtained only through the vote of a delegate who served in this proceeding as delegate, advocate and witness at one and the same time. Fundamental notions of procedural due process foreclose even the appearance or possibility of a judicial trier of fact from testifying in behalf of the cause at issue or acting as an advocate at trial--calling witnesses and vouching for their credibility. Here, too, where the arbitral process is created by the statute to resolve police and fire collective bargaining disputes, the arbitral process rises above that of a private contractual forum and the requirements of procedural due process are as necessary as they are in the proceedings of either an administrative agency or a formal,

judicial tribunal. So long as a majority decision of this panel is obtained only through the assent of a delegate-witness-advocate, the result of the arbitration process is indelibly tainted and ineffectual.

The prejudicial bias foreclosing the efficacy of this award is not merely to be found in the composition of the majority rendering the award, however. In their award, the majority has taken the position that the employer's proposals in negotiations are the point of reference for the making of its award, totally ignoring the provisions of the recently expired collective bargaining agreement between the parties. The panel chairman offers no rationale for this decision to ignore the former collective bargaining agreement as a basis for comparison of the conflicting last offers of settlement or as a basis for the award of modifications therein. In so choosing to utilize the employer negotiation proposals as a touchstone, the majority of the panel effectively chose to ignore the statutory mandate that consideration be given to present compensation and conditions of employment received under the recently expired contract. Moreover, the majority of the panel by ignoring the status of employment conditions manifested their basic bias and prejudice in favor of this employer and employers generally barred by the statute which requires impartiality on the part of the panel chairman. Notwithstanding the prejudicial partiality evidenced by the actions of the majority, their decision to ignore the recently expired contract has effectively undermined and destroyed the stability in labor relations between the parties by imposing, absent voluntary negotiation, a completely new framework for the

conditions of employment of the affected employees. Only through many arbitration proceedings and grievances will the parties find out what this totally new contract really means. The irresponsibility on achieving this result is all the more reprehensible when one realizes that this panel, having done the deed, will have no further dealings with the parties as the result. A disservice has been done, not only to the unit employees, but also to the residents of Garden City, who will ultimately bear the cost of determining what this new contract will really mean.

Nor may the majority of this panel base its decision to completely rewrite the contract between the parties upon the "tentative agreements" reached during negotiations. The only conceivable statutory basis for adherence to these tentative agreements is Section 9(b) of Act 312. Yet, Section 9(b) is inapplicable because assent to the tentative agreements was effectively withdrawn prior to this arbitration proceeding. Once assent was withdrawn no stipulation existed to which this panel may give deference.

Further, the uncontradicted record before this panel reveals that these purported tentative agreements were tentative concessions made by the Union to the Employer for the purpose of obtaining countervailing concessions--concessions which, in fact, were not forthcoming. There can be no cavil that these tentative agreements were not to be binding absent agreement of the parties on a total package--an entire contract--and were, further, not to be binding absent ratification by the Union membership.

The record demonstrates that because the Employer did not make any countervailing concessions, consideration for the tentative agreements was never forthcoming and, thus, were never made binding upon the Union. The nonbinding nature of these tentative agreements was, further, demonstrated by absence of agreement upon an entire contract and by absence of ratification by the unit constituents. Thus, these tentative agreements, upon revocation of consent by the Union, ceased to exist and became nullities.

Nor may weight be given to the tentative agreements on the theory that withdrawal therefrom would be impermissible. To adopt that theory would be an attempt on the part of the majority to arrogate to itself the right to decide matters pre-empted by the Michigan Employment Relations Commission.

If the employer seriously felt these tentative agreements were enforceable against the Union, then its only remedy would have been to pursue unfair labor practice charges before the Michigan Employment Relations Commission. For this panel to attempt to enforce these tentative agreements in whole or in part, or to base its decision on said "tentative agreements" would be an impermissible assumption of powers denied by statute.

Insofar as the decision of this panel is based upon the former existence of tentative agreements, it is, I believe, void as being in conflict with the provisions of Section 12 of Act 312 which forbids the panel from exceeding its statutory authority.

In this regard, the attempt of the panel majority to cure these defects by stating conclusorily that the "tentative agreements" were only a partial basis for decision are without remedial effect where the panel majority fails to note specifically other bases for decision when discussing individual substantive issues.

I, also, dissent because of non-compliance with Section 8 of Act 312. Section 8 of Act 312 requires that this panel identify the economic issues in dispute prior to the conclusion of the hearing. This panel, prior to the close of hearing, much less prior to the submission of last offers of settlement, never identified which of the multitude of issues before it were economic in nature as distinguished from non-economic. As a result of the failure to comport with the statutory requirement, the Union in submitting its last offers of settlement was forced to label certain offers as "potentially economic" in nature. The Employer did not even make an effort to distinguish between "non-economic" and "economic" or even "potentially economic" issues in its last offer of settlement. Moreover, the majority in its award makes no effort to define, prior to its consideration of the merits, which issues are, in fact, economic in nature. I view this failure to comply with the requirements of Section 8 of Act 312 to result in a situation where the issuance of the majority award herein is without statutory authority or enforceability.

Having explicated my rationale for dissenting generally from the award herein, I turn to those specific issues which compel articulation of my specific dissent.

LONGEVITY:

Here the panel majority has denied the improvement of a benefit on the basis that improvement in wage increases ordered by the panel somehow forecloses a change in longevity payments from a flat dollar basis to a percentage basis and also because the police are afforded longevity on a flat dollar basis.

The latter rationale is fallacious because the record demonstrates that fringe benefit parity between police and fire employees does not and has not existed. As to the former rationale, the majority ignores the fact that the instant employees rank in the lowest third of the fire employees in the cities comparable to Garden City.

The evidence introduced herein demonstrates that had the Union's last offer been awarded, this disparity between the median employee and the Garden City employee would have been eliminated, and longevity would have become a meaningful reward for long service on behalf of the citizens of Garden City. Moreover, the panel majority ignores the fact that the very cities with wages higher than those to be paid here are those cities which now provide greater longevity payments than those urged by the Union. Thus, neither rationale of the panel majority on this issue is supported by any evidence (much less competent evidence) in the record.

COST OF LIVING:

Here, the panel majority refuses to grant a benefit mandated by inflation of the recent past which has rendered even the wage increase awarded herein meaningless in terms of preservation of actual earnings as against prices of necessary commodities such as food and shelter. The rationale of the panel seems to be based on the proposition that few other municipalities now pay cost of living. That consideration is meaningless where the need for cost of living increases is now more than ever made manifest by the inflationary spiral over which these employees have no control. The presence of inflation since the onset of these proceedings which has rendered the wage increases awarded for even the 1974-1975 contract year meaningless further compels rejection of the panel chairman's argument that the delay in issuance of this award allows for denial of cost of living. The inability of the instant employees to maintain their prior standard of living, both as a result of past rises in the cost of living and projected price rises, in my view, warrants award of cost of living and, accordingly, I dissent.

REDUCTION IN HOURS:

Here the majority has chosen to deny a reduction in hours for no other reason than the fact that a possible effect of Fair Labor Standards Act Amendments might require either a greater reduction in hours or payment of overtime. Neither straw man created by the employer and adopted by the panel chairman forms a persuasive basis for rejecting the principle of

a reduction in hours. In fact, if a reduction in hours down to 40 per week is mandated by federal statute, the award of the Union's last offer of settlement would afford the employer lead time to gradually reduce hours downward.

FOOD ALLOWANCE:

The panel majority totally ignores consideration of the purpose of a food allowance which is designed to compensate employees for necessary purchase of food while working a 24 hour shift. The majority also ignores blissfully the effects of rises in food cost which, I believe, mandated an increase in this allowance. I accordingly dissent.

CLOTHING ALLOWANCE:

The majority here follows the error noted above of imposing tentative agreements where assent was withdrawn. I find no reason to alter the provisions of the recently expired contract which established stability in the labor-management relationship. I note that here the majority fails to point to any statutory basis for changing the former clothing allowance provision and, therefore, I dissent.

MEDICAL INSURANCE FOR RETIREES:

The majority here chose to ignore the fact that at any time during the life of this award, an employee may be forced for one reason or another to retire in advance of normal retirement. Because of this factor, the panel majority decision

constitutes yet another example of the apparent choice of the majority to ignore justice and fairness and in denying necessary benefits to employees which would afford these employees the guarantee of preservation of their standard of living in the time of adversity. I dissent from this cruel and heartless approach taken by those who are blinded to the conditions of employees employed in less advantageous circumstances than themselves by reason of their wealth and imagined status.

MINIMUM CALL IN PAY:

I dissent for the reason that the record evidence does not justify imposition of fringe benefit parity between the police and fire employees. There has never been fringe benefit parity before; there is no need to impose it now. Because of the fact that fire employees work an average 56-hour week as opposed to the 40-hour week of police, there is no rational basis to deny greater call in benefits to fire employees. I dissent.

SICK LEAVE:

In their majority award, the panel chairman and the employer delegate manifest their bias and prejudice by again working from the position that the employers proposal will be granted even if it represents a change in existing conditions of employment unless it deems the Union objections overwhelming. In so doing, the majority ignores the rule of arbitration

re-enunciated by Judge Roland Olzark that the party endeavoring to alter the status quo bears the burden of proof. The opinion of the majority never considers the flimsy unsupported and illogical reasons of the employer to alter the existing sick leave provisions. Moreover, by failing to to consider the merit for any change in the status quo, the majority manifests its lack of neutrality evidenced throughout this proceeding. I dissent not only because of this bias and prejudice of the majority, but also, because there is no reason to alter the present sick leave provisions.

The Employer's first argument to alter the present sick leave plan is that the sick leave plan should be changed because the Employer has in the past failed to properly fund the plan. This tribunal should not allow itself to be used by the Employer to countenance the Employer's self-admitted illegal action as a basis for the removal of benefits. The only proper remedy for the Employer's failure to fund is for the Employer to properly fund the plan. Moreover, theEmployer has admitted that it is able to fund this sick leave plan by reason of its stipulation that ability to pay is not an issue in this proceeding. Thus, the Employer admits that it has the ability not only to fund prior liabilities but, also, to continue to fund the plan in the future. It should be further noted that the Employer's own witness testified as to the manner in which the Employer could, if it desired, meet its responsibilities under the sick leave plan without altering its provisions.

It would, also, be inequitable to eliminate the provision that employees are entitled to bank accumulated but unused sick days from year to year in the future. The present sick leave plan encourages the fire fighting employees to use their sick days only when overwhelmingly necessary, encouraging employees to maintain their health status and furthering the interests of the community by encouraging a full complement of fire fighting employees to be on duty at all times. Moreover, only the existing sick leave plan fully protects the fire fighter from the effect of catastrophic illness and resulting long term absence from the job.

It should be noted in this regard that the Employer's proposed sickness or accident insurance under its sick leave plan is not, in fact, a new benefit. In this regard, the City's proposed sickness or accident insurance only provides benefits to an employee at the rate of 65% of his normal weekly salary over a maximum period of 52 weeks, rather than the present 100% salary continuation now provided during periods of illness under the existing sick leave plan. Thus, although this panel claims to give more, it, in effect, has given less.

The provision for payout of accumulated sick leave benefits upon retirement is not a valid reason to eliminate the present plan. The provision for payout upon retirement rewards the fire fighting employee who through his employment history has been faithfully and consistently on duty in the Employer's service. The interest of the Employer and, more importantly, the interests of the community which the Employer purportedly

represents in having full fire fighting crews on duty at all times merits the continuance of a financial reward upon retirement to those employees who have not been absent from duty due to illness. The payment of accumulated sick leave at the time of retirement is no different than the payment of a periodic bonus to employees who have demonstrated dedicated attendance to their duties and, also, serves to ameliorate the transitional effect of diminuation of earnings upon retirement.

In any event, the attempt of the majority to alter the sick leave plan is unenforceable and no change will occur if the unit constitutents refuse to ratify or agree to the change. The employees last offer as awarded requires ratification and voluntary execution of the agreement before the changes occur and in all likelihood neither ratification nor execution will be forthcoming. This panel should not attempt to award that which cannot be enforced and, accordingly, for the reasons above stated, I dissent.

VACATIONS:

Here again the panel majority has acted to remove existing benefits counter to the trend to longer vacations for long service employees and absent any reason for removal. Combined with the removal of sick leave benefits, this action of the panel majority has, despite the award of a wage increase, reduced the total benefit level of the employees. Even absent the bias and prejudice of the panel majority, this action of the panel is in derogation of the factors enunciated in Section 9(e) and

FUNERAL LEAVE:

Yet, again, the panel majority has failed to consider the effect of its actions upon the unit employees.

Because the employer's last best offer compels return from funerals on the day following, the employee is denied any opportunity to wind up the affairs of the deceased relative after the funeral. Moreover, where a funeral is located at a distance from the locus of employment, the extra funeral leave days are meaningless because return is nevertheless mandated for the day following the funeral. The effect of these modifications the panel majority tacitly ignores. I do not so ignore the effects of the majority decision and, accordingly, dissent.

COURT TIME:

The benefit of paid court leave for nonduty connected court appearances is removed for the sole reason that the panel chairman sees no reason to pay for the time. This argument of the Chairman could as easily be used to deny any paid leave of absence provision where leave is not directly connected to duty, such as sick leave, funeral leave or other leaves. The argument not only reveals that the majority is living in the past denying modern benefits for reasons of the past, but, also, reveals the inability of the panel to consider anything but the proposals of the employer and to act with neutrality absent bias and prejudice. Moreover, the panel in reducing benefits without examining the burden of proof to warrant alteration, ignores the effect of reduction upon the total compensation now afforded and the total compensation to be afforded under the award as mandated by statute. I dissent.

RELEASED TIME:

The panel majority ignores the fact that the fire fighter works a 24-hour shift when it imposes an award in terms of "four (4) days thirty-two (32) regularly scheduled work hours." Since four days to a fire fighter represents 96 regularly scheduled work hours, the award of the panel is totally incomprehensible as to what, in fact, has been awarded. If this panel believes four days equals 32 regularly scheduled work hours, it has tacitly awarded a 40-hour work week to all employees. If the panel has awarded 32 work hours of leave, it cannot under a 24-hour work day award four days; it could only award 1 1/2 days. By adopting a proposal which is so unclear on its face, the panel majority has further revealed either its inability to comprehend the true issues before it in terms of the employees here or its intent to award employer offers without true consideration of the relevant facts such as the existence of a 24-hour work shift.

HOLIDAYS:

Again, for no articulated reason, the panel majority has decided to penalize the employee who is on sick leave the day prior to or after a holiday. No reason for this reduction of existing benefit is set forth by the majority because of its inability to give detailed consideration to the issues. I dissent.

OVERTIME:

Again, by reason of bias and prejudice, the panel has ignored the proper burden of proof and has ignored consideration of any basis to alter and reduce an existing benefit. I dissent from the action of my biased and prejudiced colleagues.

OTHER SPECIFIC ITEMS:

Having dissented from certain specific awards which I believe merited specific comment (I am in accord only with respect to the issues of wages, retroactivity, pay for acting rank, subcontracting, and personal leave days), I turn to those other issues meriting specific comment. My failure to comment on any specific item should not be considered to be approval of either the result or the rationale for the result.

I view the imposition of contractual language regarding a prohibition of union activity "during working hours" (Article I, Section 4) as being contrary to recent United States Supreme Court and federal labor board holdings. If adopted by the Michigan Employment Relations Commission, the majority has imposed an illegal provision upon the parties to this award.

I further specifically dissent from the provisions of the new Article VII, Section 2, which in my estimation affords the Employer a too broad opportunity to avoid the wage provisions of the award through effectuation of changes in classifications. I dissent from any award which allows unilateral decisions absent bargaining because such procedures lead to a fixing of positions which destroy the effective give and take of collective bargaining. But upon reflection and consideration of the balance

of this award, one should not expect this panel majority to care about or consider the benefits to be derived from meaningful collective bargaining. I do care and I dissent.

For the same reasons I dissent from the award of the provision allowing the employer to decide upon rules prior to meaningful bargaining. Absent meaningful bargaining before decision, the post-decision grievance remedy is meaningless other than as a device to create the need for costly and time consuming arbitrations.

CONCLUSION:

For the particular reasons set forth above, I dissent from the award of this panel.

By: _____
LUCIAN J. HENRY

Dated: Sept 10, 1974.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within two (2) regularly scheduled working days after the occurrence of the event upon which his complaint is based. The supervisor shall give the employee a verbal answer within two (2) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the aggreived employee's immediate supervisor, by the employee and/or his steward, within seven (7) regularly scheduled working days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the supervisor.

SECOND STEP: If the grievance has not been settled in the First Step, and the Union wishes to process the grievance further, the Union shall state in writing why the First Step answer was not acceptable and present the grievance to the Fire Chief within five (5) regularly scheduled working days after its receipt of the First Step answer. Within seven (7) regularly scheduled working days after receipt of the Union's grievance by the Fire Chief, he shall arrange a meeting of himself and/or his designated representative and the Union's representative for the purpose of discussing said grievance. Within five (5) regularly scheduled working days after the meeting, the Chief shall give the Union a written Second Step answer.

THIRD STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to process

the grievance further it shall submit the grievance to abritration through the American Arbitration Association in accordance with its Voluntary Arbitration Rules, then obtaining, provided such submission is made within thirty (30) calendar days after receipt by the Union of the Chief's Second Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 3: Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any Step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 4: Grievances on behalf of the entire department or the entire Union shall be filed by the Union and shall be processed starting at the Second Step of the grievance procedure.

Section 5: Meetings of the Fire Chief and the Union provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day which they are scheduled. Union representatives, not to exceed two (2) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings.

Section 6: It is understood and agreed that once an employee initiates a grievance pursuant to the provisions contained in this Article said procedures shall be the exclusive means of redress from the alleged wrong and the

employee and the Union shall be bound by the decision arrived at pursuant to said grievance procedure. It is likewise understood and agreed that the employee and the Union, by the act of filing pursuant to this procedure unqualifiedly waives any rights to procedure or process contained in Act 78 of the Public Acts of 1935, as amended.

ARTICLE III - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike, or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. It is agreed that the question as to whether an employee or group of employees engaged in such proscribed activity may be submitted to the grievance procedure for determination.

ARTICLE IV - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2: An employee's seniority shall terminate:

(a) If he quits, retires or is justifiably discharged.

(b) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer or, having notified the Employer of his intention to return, fails to do so within ten (10) calendar days after such notice is sent, unless he presents an excuse acceptable to management.

(c) If he is absent for three (3) consecutive regularly scheduled working days without notifying the Chief prior to or within such three (3) days period of a justifiable reason for such absence.

(d) When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.

ARTICLE V - LEAVES OF ABSENCE

Section 1: The employer may grant a leave of absence for personal reasons of not to exceed one (1) year without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work.

Section 2: An employee who, because of illness or accident, other than illness or accident compensable under the Michigan Workmen's Compensation Laws, is physically unable to report for work shall be given a leave of absence, if said employee requests a leave, of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

Section 3: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4: Regular employees, who at the time have completed their probationary period, shall receive the amount of pay they would have received on their normal shift day for each day necessarily lost during their normal scheduled workweek not to exceed four (4) days to make arrangements for and attend the funeral of a member of their immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. One (1) additional day shall be allowed if the funeral is being held at a location greater than a three hundred (300) mile radius from the City of Garden City. For purposes of this section, immediate family shall be defined as an employee's current spouse, children, parents, brother, sister, or parent-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be

eligible for such pay the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the City, must present proof of death, relationship and attendance.

(a) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent or grandchild.

(b) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed one (1) day leave to attend the funeral of an aunt, uncle or grandparents-in-law.

Section 5: Employees shall be allowed three (3) personal business days per year. An employee shall be required to notify his shift commander twenty-four (24) hours in advance of taking such a personal leave day, except for the occurrence of an emergency situation.

Section 6: Employees who are elected or selected by the Union to attend International and State Union conventions and seminars shall be allowed time off with pay for a period of not to exceed four (4) days (thirty-two (32) regularly scheduled work hours) to attend such function. The Union may allocate the thirty-two (32) hours in any portion they wish among not more than three (3) employees. In order to qualify for paid leave, in accordance with this section, the Union must notify the Chief at least thirty (30) days prior to any requested leave of the names of those employees who are requesting leave. It is understood and agreed that leaves pursuant to this section shall not be granted if the needs of the Department would be seriously impaired thereby.

ARTICLE VI - WORKWEEK

Section 1: The normal workweek for the Fire Fighters shall be in conformity with the statute as set forth in M.S.A. 5.3331 as amended. However, it is understood and agreed that should State and/or Federal Law change so as to require the payment of overtime premium to public employees who work in excess of a specified number of hours in a given work week the Employer shall have the right to adjust said work week and/or platoon system to avoid said premiums to a degree which may include the implementation of a forty (40) hour work week and the resulting platoon adjustment.

Section 2: Time and one-half (1-1/2) an employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of the employee's regular shift.

(a) When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among the employees in the same classification, and on the same shift within the Department where the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.

(b) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered an unscheduled overtime and shall be performed by employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

(c) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he offers an excuse acceptable to the Employer.

(d) An overtime list shall be maintained listing the overtime hours offered and/or worked by each employee to assure that overtime is distributed as equitably as possible. If an employee is offered ovetime hours and refuses same, said overtime hours shall be charged against him just as if he had worked the same in addition to any disciplinary action which may be taken because of his failure to work such overtime.

ARTICLE VII - WAGES

Section 1: The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: If, during the life of this Agreement, a new job classification is created or a significant change in existing job classification, the Employer shall establish the job

duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar days period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Second Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created.

Section 3: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 4: When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half (1-1/2) his regular straight time hourly rate or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.

Section 5: When, as a result of performing his duties as a fireman, an employee is subpoenaed to make a court appearance or an appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at five dollars ($5.00) per hour or for the actual time necessarily spent at the court or agency at five dollars ($5.00) per hour, whichever is the greater. As a condition of receiving such payment, the employee shall assign his court appearance fee to the Employer.

Section 6: An on duty firefighter who is assigned to a Civil disorder outside the city limits shall receive pay at the rate of one and one-half (1-1/2) times his regular straight time hourly rate for all hours actually spent on said Civil disorder.

ARTICLE VIII - HOLIDAYS

Section 1: The following days shall be recognized as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

Section 2: Qualified employees shall receive one (1) day's pay at their regular straight time hourly rate for each holiday day or days celebrated as such. A day's pay shall be computed by dividing the employee's base compensation by two hundred sixty (260). A day's pay for forty hours (40) per week employees shall be computed by dividing the employee's base compensation by two thousand eighty (2080) hours and multiplying same by eight (8).

Section 3: To qualify for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day following such holiday except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during his regularly scheduled vacation.

ARTICLE IX - VACATIONS

Section 1: Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary dates of their employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

(a) An employee who, as of July 1st of any year has completed one (1) but less than two (2) years of continuous service with the City since his last hiring date shall receive three (3) work days of vacation with pay.

(b) An employee who, as of July 1st of any year, has completed two (2) but less than five (5) years of continuous service with the City since his last hiring date shall receive six (6) work days of vacation with pay.

(c) An employee who, as of July 1st of any year, has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive nine (9) work days of vacation with pay.

(d) An employee who, as of July 1st of any year, has completed ten (10) years of continuous service with the City since his last hiring date shall receive twelve (12) work days of vacation with pay.

Section 2: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Chief. Vacation leave shall be granted giving preference to seniority employees. A seniority list shall be posted not later than January 15 of any calendar year, and all employees shall indicate prior to May 1 of that calendar year of those dates that they desire to take their eligible vacation leave. In the event two (2) or more employees desire the same vacation date, and it is determined by the Chief that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. A final vacation list shall be prepared by the Chief and distributed to all employees not later than May 15 of any calendar year, indicating those dates agreed upon.

(a) In the event an employee does not select a vacation period prior to May 1 he shall be permitted to select a vacation period from the remaining available dates. If two or more employees have failed to make selections by May 1 their selection shall be made on the basis of first come first serve.

Section 3: If an employee, who is otherwise eligible for vacation with pay quits or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

Section 4: No vacation time off shall be accumulative from year to year.

ARTICLE X - SICK LEAVE

Section 1: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in the Article.

Section 2: Immediately upon ratification of this Agreement, all accumulated sick leave credits acquired prior to the execution of this Agreement, shall be frozen and said sick leave credits shall form a bank of sick leave credits which may be used by an employee who has said banked credits, in accordance with the terms and provisions of this Article. Subsequent to the date of ratification and for the term of this Agreement, permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the Employer with a maximum accumulation of sixty (60) days.

Section 3: In order to qualify for sick leave payments, the employee must report to his supervisor not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible in which event such report must be made as soon thereafter as is possible.

(a) In order to accumulate sick leave for any given month, the employee must actually work five (5) or more days in said month.

(b) In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.

(c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 4: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated bank of frozen paid sick leave credits accumulated prior to the execution of this Agreement or unused accumulated sick leave credits accumulated subsequent to the execution of this Agreement in the following situations:

(a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.

(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is

compensable under the Michigan Workmen's Compensation Act, after the first day of absence necessitated thereby the City shall make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, excluding any premium payments, for a period of not to exceed one hundred and four (104) weeks.

Section 5: If an employee retires pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to payment of his accumulated unused frozen paid sick leave credits accumulated prior to the execution of this Agreement in accordance with the following schedule:

(a) None but less than five (5) years of continuous service, none.

(b) Five (5) but less than six (6) years of continuous service, 50%.

(c) Six (6) but less than seven (7) years of continuous service, 60%.

(d) Seven (7) but less than eight (8) years of continuous service, 70%.

(e) Eight (8) but less than nine (9) years of continuous service, 80%.

(f) Nine (9) but less than ten (10) years of continuous service, 90%.

(g) Ten (10) or more years of continuous service, 100%.

If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused frozen paid sick leave accumulated prior to the execution of this Agreement.

Section 6: If an employee retires, pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to be paid twenty-five (25%) percent of his accumulated unused paid sick leave credits, accumulated after the execution of this Agreement. If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused paid sick leave accumulated after the execution of this Agreement.

Section 7: The City agrees to provide, for each permanent full-time employee, Sickness and Accident insurance which,

after the first day of the accident or the eighth day of the illness, shall provide a benefit of sixty-five (65%) percent of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations and conditions are to be governed by the policy.

ARTICLE XI - LONGEVITY

Section 1: Permanent full-time employees who, as of the anniversary date of their employment have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive, in a lump sum payment made on or before December 1 of each year, a longevity bonus of twenty dollars ($20.00) for each year of continuous service with the City.

ARTICLE XII - INSURANCE

Section 1: The City shall provide full family coverage for all employees through Michigan Blue Cross, Blue Shield Hospital Medical Insurance Plan MVF-2, with semi-private room accomodations. In addition, the Master Medical and Prescription Drug Program with a one dollar ($1.00) co-pay shall be included, and the City shall pay all premium costs for such coverage.

Section 2: The City agrees, for the life of this Agreement, to maintain the level of life insurance benefits in effect as of the date of this Agreement with an insurance carrier or carriers authorized to transact business in the State of Michigan and to continue to contribute toward the premiums therefor in the same manner as prevailed at the time of execution of this Agreement.

ARTICLE XIII - GENERAL

Section 1: The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement, but no such rules or regulations shall become effective until at least thirty (30) days after announcement or completion of grievance procedure including arbitration.

Section 2: The Employer will provide a bulletin board for the Department upon which the Union shall be permitted to post notices concerning its business and activities. Such

notices shall contain nothing of a political or defamatory nature. The City shall provide the Union suitable file space to be located on Fire Department property. The Union may schedule and hold meetings on Fire Department property, providing, insofar as possible, that such meetings be not disruptive of the duties of the employees or the efficient operation of the Department. As a condition precedent to the holding of any meeting the Union shall be required to post on the bulletin board at least twenty-four (24) hours in advance, notice of the time, place and purpose of such meeting.

Section 3: Nothing contained in this Agreement shall be construed to in any way restrict or limit management and supervisory employees from performing bargaining unit work in the same manner and to the same extent as management and supervisory employees performed such work prior to the execution of this Agreement.

Section 4: During the effective contract between the parties the City agrees that it will not subcontract work normally performed by the fire fighting employees encompassed by this contract.

Section 5: For regular full-time employees who have completed their probationary period, the City agrees to reimburse any tuition payments, which are not payable by any other organization, made by said employee for approved courses. In order to qualify for tuition reimbursement, the employee must receive approval of the course or courses, and the course or courses must be job related, or courses necessary to the attainment of an Associate Degree in Fire Fighting.

Section 6: The City agrees to pay each fire fighting employee the sum of three hundred fifty ($350.00) dollars per year as a food allowance. Said sum to be paid in four (4) equal installments of eighty-seven fifty ($87.50) each July 1, October 1, January 1 and April 1 of each year.

Section 7: Each employee shall receive a uniform allowance of three hundred fifty ($350.00) dollars annually. Fifty (50%) percent of said allowance shall be paid July 1 of each year and fifty (50%) percent shall be paid January 1 of each year. In addition the City shall provide all required protective clothing including helmet, fire fighting coat, boots and gloves.

(a) If an employee quits or is discharged prior to receiving his clothing allowance, he shall not be entitled to any portion thereof.

Section 8: In those cases where temporary vacancies occur in the positions of fire marshall, lieutenant, sergeant, or engineer, those vacancies may be filled at the discretion of

the fire chief or shift commander. Employees covered by this collective bargaining agreement filling said temporary vacancies shall be paid at the rate of their present rank or the rate of the temporary vacancy, whichever is higher. (In accordance with the past practice, the employee shall be paid from the first hour worked at the highest rate for such position.

Section 9: The Employer reserves the right to suspend or discharge employees who are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. In the event an employee's seniority is terminated pursuant to this Article he shall be afforded the opportunity to apply for and the City will attempt to place him in a position with another department within the City and if he is employed by another department he shall retain all accrued benefits.

(a) Employees, who at the time of the execution of this Agreement, have a physical defect, caused by injury, shall be allowed to remain on active duty provided they maintain the level of physical ability they had at the time of the execution of this Agreement.

Section 10: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or in compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XIV - DURATION AND RETROACTIVITY

Section 1: This Agreement shall be effective as of the 1st day of July, 1973 and shall remain in full force and effect until the 30th day of June, 1975.

Section 2: All improvements of benefits made in the contract of employment between the parties shall, unless otherwise specifically provided, be effective retroactive to July 1, 1973.