

8/24/72
Mount Clemens, City of

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of
CITY OF MOUNT CLEMENS

-and-

O P I N I O N
and
A W A R D

MOUNT CLEMENS FIRE FIGHTERS
ASSOCIATION, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 838

8/24/72

On May 2, 1972 the undersigned, Leon J. Herman, was appointed by the parties as Impartial Chairman of an arbitration panel in a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969. William J. Charron, Jr. was named as Arbitrator by the City of Mount Clemens. The Mount Clemens Fire Fighters Association named Clifford S. Fanning as the third member of the panel.

A pre-hearing conference was held on May 4, 1972. Hearings were then held and testimony taken on June 8, June 16, July 6 and July 10, 1972 at the Macomb County Courthouse, Mount Clemens, Michigan. In addition, conferences between the arbitrators were held on July 31 and August 24, 1972. A verbatim record of the proceedings was made and a transcript delivered to the panel.

Daner, Freeman, McKenzie & Matthews, Attorneys, by George J. Freeman, represented the City of Mount Clemens. Rothe, Marsten, Mazey, Sachs, O'Connell, Nunn & Freid, Attorneys, by Ronald R. Helveston, appeared on behalf of Local 838, the Mount Clemens Fire Fighters Association.

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Herman, Leon J.

AUG 2 1976

Testimony on behalf of the Local was presented by Captain Lyle Beversdorf, Sergeant Charles Seehase and Pipeman Duane Gillett of the Mount Clemens Fire Department.

William Ringler, Finance Director and City Treasurer, testified on behalf of the City. Full opportunity for examination, cross examination and redirect examination was offered to both parties. Four days were spend in the course of the hearings, with 50 exhibits submitted. The transcript consisted of 409 pages.

Both parties entered into good faith in the negotiations. No issue of arbitrability was raised. No question was raised as to the legality or authority of the arbitration panel to determine the issues presented and time limits were extended in writing as required to meet the restrictions of the statute.

Local 838, Mount Clemens Fire Fighters Association has been the bargaining agent for the City Fire Fighters for a number of years. It presently comprises most of the members of the Department up to the classification of Chief and claims the right of representation for all Department employees except the Chief. It has had agreements with the City over the years, spelling out the rights and obligations of the parties. For 1972-73 the negotiators for the parties have adopted tentative positions upon all issues with respect to wages, hours and other terms and conditions of employment with the exception of the primary issues presented by stipulation to this panel for determination. Neither the City nor the Association membership has ratified any proposed contract terms. The primary unresolved issues to be decided are the following:

Issue # 1 - Wages
Issue # 2 - Call-in pay
Issue # 3 - Hours of employment

Only these primary issues were argued extensively before the Panel. Those other terms of employment upon which the parties had reached tentative positions, but not complete agreement, were presented to the Panel with limited discussion, and upon the understanding that the Panel should rule thereon without opinion.

The statute pursuant to which this proceeding came into being and under which this panel functions poses certain specific criteria which the panel must consider in arriving at a conclusion:

- 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.

a. That a City may negotiate wages, hours, and working conditions of its employees with a recognized bargaining agent has been established by the Public Employee Relations Act. The Association here has been duly recognized as the bargaining agent for all Fire Department employees, excluding the grade of Chief, since the inception of the first labor management agreement. Further, both the City and the Union have agreed to statutory arbitration of the items remaining in dispute in their current negotiations in accordance with Act 312 of the Public Acts of 1969. The City agrees that the City has the lawful authority and obligation to negotiate and conclude an agreement in consonance with the award of this panel.

b. The parties have stipulated that the panel may consider the issues above outlined and render an award thereon which both will accept; that all proceedings of this panel of arbitrators have been properly taken in compliance with the governing statute, and that this award is duly processed and is binding upon the parties.

c. The interest and welfare of the public and the financial ability of the City to meet the increased costs resulting from implementation of this award have been considered and determined in Issue No. 1, Wages.

d. Comparison of wages, hours and conditions of employment, in both the private and public local sectors, as well as in comparable communities, is discussed at length under the appropriate section headings.

e. Increases in cost of living as a factor in the determination of this panel are detailed in Issue No. 1, Wages.

f. Changes in the present program of call-in pay, vacations, holidays, life insurance and medical and hospitalization insurance as well as other items involving increased costs, are discussed under the appropriate headings. Consideration is given to the effect of proposed modifications upon the prevailing pattern in other City labor agreements. Continuity and stability of employment are considered in Issue No. 1, Wages.

g. By mutual agreement the 1971-72 agreement has been continued in full force pending receipt of this award. Relations between the parties have continued in status quo. No objectionable practice has been charged against either party.

h. Other factors considered by the parties and the panel are listed in the opinion.

It should be emphasized at this point that all comments, opinions and interpretations of factual evidence stated herein are solely and exclusively the responsibility of the impartial arbitrator, unless specifically attributed to another member of the panel.

The following format has been used in preparing this opinion:

Each issue is set forth as stipulated by the parties, with a brief statement of the parties' positions as they have outlined them. Following each statement of issue and position is a discussion of the facts and testimony adduced, and the determination of at least a majority of the panel as to the disposition of the issue. In conclusion, a summary of the panel's award as to each issue is reprised.

The City of Mount Clemens is the County Seat of Macomb County. It is located some 23 miles from Detroit. The 1970 census fixed its population at 20,476.

The principal industries in the City are Ford Motor Company Vinyl and Paint Plant and Allied Chemical Company, supplemented by a large number of stamping and gasket plants and many small industries. 95% of the City is developed. Its tax base is 42% residential, 33% industrial and utility and 25% commercial. The average income in Mount Clemens, according to the 1970 census, is some \$6,940 annually. Homes in the City sell at an average of \$14,000 to \$18,000.

The City is an old established community. It was incorporated as a Village in 1851 and became a City by Act of the Legislature in 1879. Despite its age, the City government is active and alert. It is busily engaged in redeveloping and revitalizing the community and enticing new industry into its borders. It has a well developed community school system which serves not only the City but the educational needs of neighboring Selfridge Air Force Base. Macomb County Community College offers a 2 year collegiate program. Medical service is offered by St. Joseph Hospital and other institutions. The City serves as a central facility for some 115,000 people.

Wages

The personnel of the Fire Department consist of 22 men below the rank of Chief. There are 12 fire fighters, 3 sergeants, 4 lieutenants, including the Fire Marshal, and 3 captains, working out of one central fire station.

The 1971-72 base wage schedule for full fire fighters was \$11,557, for sergeants \$12,441, for lieutenants \$13,403 and for captains \$14,430. The Union has asked that base salaries be increased by 10% for the fiscal year 1972-73. The City has proposed a 2-1/2% increase.

The Union has listed a number of cities in the Wayne, Oakland and Macomb County areas to show that full paid firemen were ranked 25th among the group in 1965 in salaries. Its position was raised to 3rd in 1969. In 1970 it dropped back to 36th place and in 1971 was tied with Inkster and Centerline for 25th place.

For the year 1971-72 a full paid firefighter in Mount Clemens was paid \$11,557; Grosse Pointe Park paid \$11,700; Warren, \$11,585; Inkster, \$11,557; Centerline, \$11,557; and St. Claire Shores, \$11,500. Wyandotte paid \$10,874. In the higher brackets were Highland Park with \$12,719; Livonia \$12,708; Birmingham \$12,609; River Rouge \$12,458; Dearborn Heights \$12,400; Allen Park \$12,250; Ecorse \$12,250; Pontiac \$12,210; Redford Township \$12,000 and Roseville \$12,000. Other cities are shown in comparable salary ranges.

Turning to private industry, the Union has shown that wage rates in the construction industry are far in excess of those paid to firefighters. In the utility industry janitors, porters, and cleaners receive an average hourly rate of \$3.62, while machinists are paid \$4.79 and mechanics \$4.73, well in excess of the hourly rate paid to firefighters in this City. The

panel is reminded that firefighting is a far more hazardous occupation than any other, including the police, and this factor should be taken into consideration into fixing a salary scale.

The City points out that the BLS Consumer Price Index in the Detroit area for the period 1968-1971 showed an increase of 23.7%. In that same period the wages of fire department personnel were increased by 55.9%.

In actuality, according to a survey reported by the City Manager of San Diego, California in 1961, firefighters spend 35.9% of their time eating and sleeping and 31.5% of their time on stand-by basis. Actual time spend in response to alarms is 1.3% of the working day or 0.3 hours out of 24. In addition, Mount Clemens firemen enjoy 2 hours per day of personal time.

Comparing the salaries received and demanded by the fire department with those paid to officials of the City in other capacities, the City points out that the firefighters have an advantage in salaries over and above employees of higher executive responsibility. In 1971-72 the Deputy City Treasurer was paid \$8,553 and the Deputy City Clerk \$7,262. Foremen and Assistant Foremen were in the \$11,000 to \$12,000 range. The highest paid in the group is a laboratory technician at \$14,535. The combined average salary of all city supervisory personnel, excepting fire and police and the city manager, was \$13,793. The average firefighter received \$14,402 or 4.4% more than supervisory personnel.

According to the 1970 Mount Clemens census the average wage of the citizens of the city was \$6,940. In that same year the average wage of firefighters was \$11,917. Firefighters were thus paid 172% more than the average citizen would report as income.

The City therefore believes that an increase of 2-1/2% for the year 1972-73 is more than adequate to compensate the members of the fire department. Furthermore, the continuity of city employment should be considered as a highly favorable factor in comparing salaries with rates paid in private industry.

The panel is faced with the demonstrable impossibility of accurately equating a proposed firefighter salary with those of other occupations. Training, exposure to hazards and the nature of duties vary widely. Even when comparing with firefighters in nearby communities problems arise. The City's assets - its area and accessibility, the proportion of industrial, commercial, public and residential property - even the nature of the industry and the types of residences all make accurate comparison impractical.

The internal situation of the City itself must also be considered. It would be unreasonable to fix salaries so far out of line with that of other groups of employees as to create a furor which would jeopardize the city's overall contractual labor relations. At the same time the panel must consider the increase in cost of living in the Detroit area over the past year and the effect of inflation upon income. Firefighters work to support their families and to educate their children. They should be paid a wage which makes it possible for them to do so in today's economic situation.

The City has not claimed inability to pay in presenting its position.

These factors, combined with the statutory admonitions, lead the impartial chairman to conclude that an increase in base salary for full firefighters of 6% is fair and reasonable to the employees and well

within the City's capacity to pay. This same increase of 6% should be granted to all other ranks within the bargaining unit. The increases should be made retroactive to July 1, 1972.

Captain Fanning concurs. Mr. Charron dissents.

Issue No. 2

Call-in Pay

At the present time a firefighter called in out of schedule because of a general alarm or to fill in for an unexpected illness is allowed a minimum of 2 hours call in pay at one and one half times his regular hourly rate. The Union asks that this be increased to two and one half hours. It points out that in most industries today a four hour call back pay is allowed. In the light of this situation its demand is reasonable..

The City points out that it incurred costs of \$8,045 in call-back pay during the past fiscal year. The Union demand would increase this sum to \$10,061. This latter figure would be further increased if the employees are allowed an increase in salary.

The impartial chairman believes the issue to be of no great importance. Over \$19,000 is budgeted for call-in of volunteers at the same time that regular firemen are called. The budgeted amount was not fully depleted in 1971-72 and will probably not be used up in the current fiscal year. The difference in total cost as computed by the City is so small as to present only a minor fiscal problem. Furthermore, when a fireman is called in to attend a conflagration he is almost surely required to remain more than two and one half hours so that the actual cost to the city is minuscule.

In view of the practice in industry and municipalities generally, and particularly in view of the insignificant cost to the City, the impartial chairman proposes that the call-in provision be increased to two and one half hours minimum at one and one half times the employees regular rate, retroactive to July 1, 1972.

Captain Fanning concurs. Mr. Charron dissents.

Issue No. 3

Hours of Employment

The standard work week for firefighters in the State of Michigan was reduced in 1957 from 63 to 56 hours per week. To achieve this schedule in Mount Clemens firefighters work a 24 hour day for 10 to 11 days per month with an extra Kelly day interwoven into a 30 day cycle to level at 56 hours per week. The Union feels that a 56 hour schedule is excessive and far from the norm in public employment and private industry. Practically all employees work a 40 hour schedule. The fire department believes that its hours should be reduced by the addition of another Kelly day to 53.2 hours.

It is the opinion of the fire department representatives that a decrease in the number of hours would require little if any increase in the number of firefighters. The department has stayed within the 20 to 22 man range, even though hours were reduced in 1957 from 63 to 56 and sometime prior to that from 84 to 63 hours.

It is pointed out that a number of large cities in this country have reduced their fire department hours of work substantially. In 1970 the hours in San Francisco, Baltimore and Pittsburgh were 52 and in Seattle and Washington D.C. 48. New York firemen work a 40 hour week. In Philadelphia they work 48 hours and in Chicago 42. The only major cities with hours comparable to Mount Clemens are St. Louis with 60 hours; Cleveland, Houston and Los Angeles with 56; and Milwaukee with 55. An arbitration panel in the 1971-72 fiscal year directed that the City of Detroit reduce its hours from 56 to 50.2. That City has protested the ruling in the Appellate Courts and before the Federal Pay Board and has not yet implemented the award.

The City is adamant in refusing to reduce the work schedule below 56 hours per week. For one thing, the overtime costs would be enhanced tremendously and additional personnel would have to be hired to obtain full fire department coverage. It points out that in fire departments across the country with a complement of 20 men or less 82% have hours of 56 or more, according to the Union's own exhibit. 41.6% of those departments have work schedules exceeding 56 hours per week. The only departments which have reduced their schedules below 56 hours are in the big cities, where the complements of fire fighters are in the four figure bracket.

The impartial chairman reminds the parties that by statute the panel is required to compare wages, hours and working conditions with those of other employees performing similar services and with other employees generally, both in public and private employment. It is an

undeniable fact that no municipality in this state employs firemen at less than 56 hours per week. Even if the award in Detroit is upheld and the schedule of hours there is reduced, the situation would be hardly comparable. A city as large as Detroit is not a reasonably comparable municipality to a city of some 20,000 population like Mount Clemens.

The impartial chairman does not feel that a schedule of 24 hour work days in a 56 hour week is so excessive and so burdensome as to be an unreasonable schedule for firefighters. Furthermore, it has been the practice in this state in the past to reduce fire department work schedules by action of the legislature, as was last done in 1957 when the schedule was reduced to 56 hours. Until such time as cities in comparable population brackets tend to reduce their fire department schedules, the impartial chairman believes that this panel should not make any change. The chairman also believes that the cost to the City of a reduction in hours would be high, whereas the gain to the firemen would not be so great an advantage as to be deemed compensable. The impartial chairman therefore proposes that the schedule of working hours be continued at 56 hours per week.

Captain Fanning and Mr. Charron concur.

As was stated above, the negotiators for a new contract have come to tentative positions as to certain other changes to be requested by the firefighters to be incorporated in their 1972-73 contract. The panel has discussed all of these changes and have agreed, as directed by the parties, on the changes to be made in their agreement. References to Article and Section numbers are made to the Articles and Sections in last year's contract concerning which changes are proposed or denied.

ARTICLE IX

Section 1. Eligibility and Amount. The chairman proposes that this Section be amended as to eligibility and days of vacation for members of the fire department. He proposes that the section be revised to read as follows:

Firefighting Division:

1 thru 7 years of service	6 scheduled 24-hour work days
8 thru 12 years of service	9 scheduled 24-hour work days
12 thru 20 years of service	12 scheduled 24-hour work days
All service after 20 years	15 scheduled 24-hour work days

Fire Prevention Division:

1 thru 7 years of service	10 scheduled 8-hour work days
8 thru 12 years of service	15 scheduled 8-hour work days
12 thru 20 years of service	20 scheduled 8-hour work days
All service after 20 years	25 scheduled 8-hour work days

Captain Fanning concurs. Mr. Charron dissents.

Section 2. The arbitration panel unanimously agrees that no change in Anniversary Date shall be made.

Section 3. The arbitration panel unanimously agrees that no change shall be made in the time of vacation period.

Section 4. The chairman proposes that provision for accumulation of vacation be added as follows:

After completing twelve (12) years of service, an employee shall be entitled to accumulate vacation days.

Captain Fanning concurs. Mr. Charron dissents.

Section 5. The impartial chairman proposes that the designation of vacation period be made as follows:

Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to the commencement of the summer period, or the winter period, as set forth above. Selection shall be based upon seniority first by rank and second by seniority in the Department; provided, than an employee who has four (4) consecutive leave days, takes precedence over any employee who has a lesser amount. Each unit shall select independently of the others.

Captain Fanning concurs. Mr. Charron dissents.

Section 6. The impartial chairman suggests that options to receive vacation pay be amended to read as follows:

Members of the Firefighting Division receiving twelve (12) scheduled 24-hour vacation days or more, may have the option of receiving three (3) of the twelve (12) days paid at his prevailing hourly rate. This pay to be in lieu of vacation days off.

Members of the Fire Prevention Division receiving 20 scheduled 8-hour work days or more vacation, may have the option of receiving five (5) of those accumulated days at his prevailing hourly rate. This pay to be in lieu of vacation days off.

Captain Fanning concurs. Mr. Charron dissents.

Section 7. The chairman proposes that in the event of resignation or discharge the employee's entitlement to vacation pay shall be determined as follows:

In the event employment is terminated by resignation or discharge prior to the anniversary date, an employee shall be deemed to have earned vacation pay in the

ratio that the number of weeks from the last anniversary date bears to fifty-two (52), payable at his then-prevailing hourly rate, provided the maximum number of days to be paid for shall not exceed fifteen (15) 24-hour days, or its equivalent.

Captain Fanning concurs. Mr. Charron dissents.

Section 8. The impartial chairman proposes that the maximum payment for accumulated vacation days be paid as follows:

The maximum payment for accumulated vacation days at death or retirement, shall be equivalent to fifteen (15) 24-hour days vacation, provided further, that no vacation days may be used by an employee three (3) calendar months prior to retirement. In the event that no notice of retirement is given and an employee has used vacation days three (3) calendar months prior to his retirement, such employee shall repay the City the monetary equivalent of all vacation days used during that period.

Captain Fanning concurs. Mr. Charron dissents.

ARTICLE X

Section 1. The arbitration panel unanimously agrees that no changes shall be made in this Section.

Section 2. The arbitration panel unanimously agrees that no changes shall be made in this Section.

Section 3. The impartial chairman directs that the following change be made in vacation leave:

An employee shall be entitled to two (2) days per funeral, if necessary, to make preparations for and attend the funeral and burial of an immediate member of his family.

For this purpose, an immediate member of the family will be deemed to be: spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, or grandparent.

Captain Fanning concurs. Mr. Charron dissents.

Section 4. The impartial chairman proposes that the following changes be made with reference to job-incurred disability:

Any employee who is off work due to a job-incurred disability, shall be paid the difference between his workmen's compensation benefits and his regular salary, for twelve (12) weeks, without deducting the time from his accumulated sick leave. After twelve (12) weeks, sick leave shall be deducted from his accumulated sick leave in proportion to the difference the City pays in his regular salary, and the amount paid him in workmen's compensation benefits. This will be in effect until all of the employee's accumulated sick leave is used up. After that, the employee will receive workmen's compensation only.

Captain Fanning concurs. Mr. Charron dissents.

Section 5. The impartial chairman proposes that improvement be made in the payment to retired employees or to the beneficiaries of deceased employees for unused accumulated sick leave according to the following formula:

Upon the death or retirement of an employee, the employee or his beneficiary will be paid for seventy-five percent (75%) of the employee's unused accumulated sick leave.

Captain Fanning concurs. Mr. Charron dissents.

Section 6. The arbitration panel unanimously agrees that no change in the use of sick leave shall be made in this Section.

ARTICLE XI

Section 1. The impartial chairman proposes that improvement be made in the Blue Cross/Blue Shield coverage of the employees as follows:

Each member of the bargaining unit shall be covered by Blue Cross Insurance as follows:

Comprehensive Hospital, Semi-Private riders.
D4, 5NM, IMB, F, SA MVI-1 riders.
Master Medical BC BS '65 Opt. 2-1.
2.00 co-pay prescription rider.

Captain Fanning concurs. Mr. Charron dissents.

Section 2. In the 1971-72 contract provision was made for group life insurance coverage procured and paid by the City providing a death benefit of \$8,000. In other City contracts the City agreed to procure and pay for life insurance in the face amount of \$10,000. Through clerical error the City had paid on \$10,000 insurance policies for the firefighters during the year 1971-72. The chairman proposes that this be continued and incorporated in the agreement as follows:

A Life Insurance Policy will be procured and paid for by the City, providing a death benefit of not less than Ten Thousand Dollars (\$10,000.00) to the employee's beneficiary.

Captain Fanning and Mr. Charron concur.

A W A R D

In summary, the arbitration panel, unanimously or by majority vote, as indicated in the foregoing opinion, awards as follows:

Issue No. 1 - The Union's request for an increase in wages is sustained. The City is directed to pay the members of the Fire Department below the rank of Chief an increase in wages of six (6%) percent during the 1972-73 fiscal year, effective at and retroactive to July 1, 1972.

Issue No. 2 - The Union's request for an increase in call-in pay is sustained. The City is directed to pay a minimum of two and one half (2 1/2) hours call-in pay, at one and one half (1 1/2) times the employee's straight time hourly rate, effective at and retroactive to July 1, 1972.

Issue No. 3 - The Union's request for a reduction in scheduled hours of work from 56 hours is denied.

Supplemental Issues -

Article IX, Section 1 (Eligibility and Vacation Days) is revised as follows:

Firefighting Division:

1 thru 7 years of service	6 scheduled 24-hour work days
8 thru 12 years of service	9 scheduled 24-hour work days
12 thru 20 years of service	12 scheduled 24-hour work days
All service after 20 years	15 scheduled 24-hour work days

Fire Prevention Division:

1 thru 7 years of service	10 scheduled 8-hour work days
8 thru 12 years of service	15 scheduled 8-hour work days
12 thru 20 years of service	20 scheduled 8-hour work days
All service after 20 years	25 scheduled 8-hour work days

Article IX, Section 2 (Anniversary Date) shall continue unchanged.

Article IX, Section 3 (Time of Vacation Period) shall continue unchanged.

Article IX, Section 4 (Accumulation of Vacation) shall be amended by adding the following provision:

After completing twelve (12) years of service, an employee shall be entitled to accumulate vacation days.

Article IX, Section 5 (Designation of Vacation Period) is revised as follows:

Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to the commencement of the summer period, or the winter period, as set forth above. Selection shall be based upon seniority first by rank and second by seniority in the Department; provided, that an employee who has four (4) consecutive leave days, takes precedence over any employee who has a lesser amount. Each unit shall select independently of the others.

Article IX, Section 6 (Option to Receive Vacation Pay) is revised to read as follows:

Members of the Firefighting Division receiving twelve (12) scheduled 24-hour vacation days or more, may have the option of receiving three (3) of the twelve (12) days paid at his prevailing hourly rate. This pay to be in lieu of vacation days off.

Members of the Fire Prevention Division receiving 20 scheduled 8-hour work days or more vacation, may have the option of receiving five (5) of those accumulated days at his prevailing hourly rate. This pay to be in lieu of vacation days off.

Article IX, Section 7 (Resignation or Discharge) is revised to read as follows:

In the event employment is terminated by resignation or discharge prior to the anniversary date, an employee shall be deemed to have earned vacation pay in the ratio that the number of weeks from the last anniversary date bears to fifty-two (52), payable at his then-prevailing hourly rate, provided the maximum number of days to be paid for shall not exceed fifteen (15) 24-hour days, or its equivalent.

Article IX, Section 8 (Death or Retirement) is revised by the addition of the following provision:

The maximum payment for accumulated vacation days at death or retirement, shall be equivalent to fifteen (15) 24-hour days vacation, provided further, that no vacation days may be used by an employee three (3) calendar months prior to retirement. In the event that no notice of retirement is given and an employee has used vacation days three (3) calendar months prior to his retirement, such employee shall repay the City the monetary equivalent of all vacation days used during that period.

Article X, Section 1 (Leave Time, Firefighting Division) shall continue unchanged.

Article X, Section 2 (Leave Time, Fire Prevention Division) shall continue unchanged.

Article X, Section 3 (Funeral Leave) is revised as follows:

An employee shall be entitled to two (2) days per funeral, if necessary, to make preparations for and attend the funeral and burial of an immediate member of his family. For this purpose, an immediate member of the family will be deemed to be: spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, or grandparent.

Article X, Section 4 (Job-Incurred Disability) is revised as follows:

Any employee who is off work due to a job-incurred disability, shall be paid the difference between his workmen's compensation benefits and his regular salary, for twelve (12) weeks, without deducting the time from his accumulated sick leave. After twelve (12) weeks, sick leave shall be deducted from his accumulated sick leave in proportion to the difference the City pays in his regular salary and the amount paid him in workmen's compensation benefits. This will be in effect until all of the employee's accumulated sick leave is used up. After that, the employee will receive workmen's compensation only.

Article X, Section 5 (Death or Retirement) is revised as follows:

Upon the death or retirement of an employee, the employee or his beneficiary will be paid for seventy-five percent (75%) of the employee's unused accumulated sick leave.

Article X, Section 6 (Use of Sick Leave) shall continue unchanged.

Article XI, Section 1 (Medical and Hospital Insurance) shall be revised as follows:

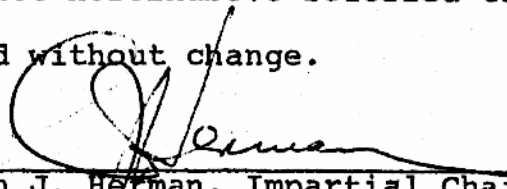
Each member of the bargaining unit shall be covered by Blue Cross Insurance as follows:

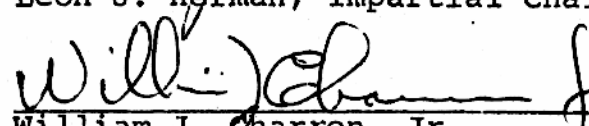
Comprehensive Hospital, Semi-Private riders.
D4, 5NM, IMB, F, SA MVI-1 riders.
Master Medical BC BS '65 Opt. 2-1.
2.00 co-pay prescription rider.

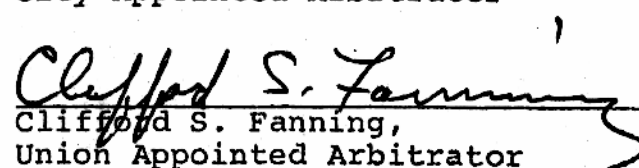
Article XI, Section 2 (Life Insurance) shall be revised as follows:

A Life Insurance Policy will be procured and paid for by the City, providing a death benefit of not less than Ten Thousand Dollars (\$10,000.00) to the employee's beneficiary.

All sections of the 1971-72 agreement not hereinabove referred to and not specifically revised shall be continued without change.


Leon J. Herman, Impartial Chairman


William J. Charron, Jr.,
City Appointed Arbitrator


Clifford S. Fanning,
Union Appointed Arbitrator