

11/18/74
PRB

Saginaw, City of

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF STATUTORY ARBITRATION BETWEEN:

CITY OF SAGINAW, MICHIGAN

-and-

SAGINAW FIRE FIGHTERS ASSOCIATION

AFFILIATED WITH INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

LOCAL NO. 422

FINDINGS OF FACT, OPINION AND AWARD
Pursuant to Act 312, Public Acts of 1969
As Amended

ARBITRATION PANEL

LEON J. HERMAN, Impartial Chairman
JOHN F. GRAVES, City Designee
EARLE DEGUISE, Association Designee

ISSUED: July 12, 1974

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This is a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969, as amended. John F. Graves was named by the City as its designee to the panel. Earle DeGuise was appointed by the Association as its designee. On August 7, 1973, the undersigned, Leon J. Herman, was appointed by the Employment Relations Commission as impartial chairman of the arbitration panel.

A prehearing conference was held on August 28, 1973. A joint statement of the issues to be arbitrated was prepared and stipulated by both parties. Hearings were held and testimony taken on September 26, 30; November 6, 15, 23; December 11, 1974; March 13 and April 11, 1974. Thereafter conferences between the members of the panel of arbitrators were held on July 1 and 12, 1974. A verbatim record of the proceedings was made and a transcript delivered to the panel.

Keller, Thoma, Toppin & Schwarze, Attorneys, by Stewart J. Katz, Esq., represented the City of Saginaw.

Marston, Sachs, O'Connell, Nunn & Fried, Attorneys by Ronald R. Helveston, Esq., appeared on behalf of Local 422.

Testimony on behalf of the Association was presented by Wayne Sylvester and Earle DeGuise.

John F. Graves and Martin R. Cramton, Chief of the Fire Department, testified on behalf of the City. Full opportunity for examination, cross-examination and re-direct examination was offered to both parties. Eight days were spent in the course of the hearings, with 155 exhibits submitted. The transcript consists of 715 pages.

Both parties entered in good faith into the proceeding.

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. Time limits were extended as required to meet the restrictions of the statute.

Saginaw Fire Fighters Association has been the bargaining agent for the City fire fighters for a substantial number of years. It claims the right of representation for approximately 140 members of the department up to but not including the classification of Chief. For 1973-74 the parties have agreed upon all issues with respect to wages, hours and other terms and conditions of employment with the exception of the issues presented by stipulation to this panel for determination. The unresolved issues presented by the Association to be decided are the following:

Issue No.	1	Duration
Issue No.	2	Wages
Issue No.	3	Food Allowance
Issue No.	4	Holiday Pay
Issue No.	5	Vacation Pay
Issue No.	6	Earned Sick Leave
Issue No.	7	Sick Leave Accumulation
Issue No.	8	Sick Leave Pay
Issue No.	9	Longevity
Issue No.	10	Pay For Acting Rank
Issue No.	11	Upgrading 41 Positions
Issue No.	12	Reduction in Hours
Issue No.	13	Cost of Living
Issue No.	14	Pension Benefits
Issue No.	15	Eligibility for Retirement
Issue No.	16	Maintenance of Benefit Levels

The City has proposed other issues:

Issue No. 17 Management Rights
Issue No. 18 Grievance Procedure
Issue No. 19 Life Insurance
Issue No. 20 Sick Leave Penalty Clause

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:
- e. The average consumer price 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.

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 has been duly recognized as the bargaining agent for all Fire Department employees, up to but not including the grade of Chief, for a number of years. 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, as amended.

The City agrees that it has the lawful authority and obligation to negotiate and conclude an agreement in consonance with the award of this panel.

The parties have stipulated that the panel may consider the issues above listed 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.

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.

Comparison of wages, hours and conditions of employment, in both the private and public local sectors, as well as in comparable communities, is discussed hereinbelow, as are increases in cost of living as a factor in the determination of this panel.

By mutual agreement the 1971-73 employment status 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.

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 City of Saginaw has a population of about 91,000. General Motors Corporation, Baker-Perkins Company and a substantial number of large and small industrial facilities make the City an important manufacturing center. It maintains a full time Fire Department comprising some 144 men.

The Fire Fighters, with the sole exception of the Chief, are members of the Saginaw Fire Fighters Association, which has represented the bargaining unit in negotiations with the City since 1965. Despite a prior arbitration award under Act 312 the City and the Association have never executed a collective bargaining agreement, although some fragmentary written clauses and verbal agreements have served to govern their relationship to this date. Both parties appear willing to enter upon a written understanding, once this opinion and award are received. The attached award is submitted in the sincere hope that this time a collective bargaining agreement will be concluded.

The Statute requires that at or before the conclusion of the hearing the arbitration panel shall identify the economic issues in dispute and direct the parties to submit their last offers of settlement as to each economic issue. The panel must adopt the last offer of settlement which in its opinion more nearly complies with the applicable factors above outlined. As to those issues declared to be non-economic, the normal arbitration procedure applies.

Of the issues above listed the panel found Issue No. 1, Duration, and Issue No. 16, Maintenance of Benefit Levels, to be non-economic. All other Issues were declared to be economic issues as to which the last offer procedure applied.

ISSUE NO. 1

Duration

To assure full preparation and proper presentation of the issues in all aspects the panel unanimously directed that the duration of the contract was to be a two-year period beginning July 1, 1973 which is the date of the City fiscal year. Accordingly, the offers submitted by the parties were made upon a two-year basis.

ISSUE NO. 2

Wages

The Association proposed as its last offer of settlement with respect to wages for the period July 1, 1973 to and including June 30, 1974 the following wage increases for all ranks and classifications

on an across-the-board basis:

Effective July 1, 1973	9%
Effective January 1, 1974	6%
Effective July 1, 1974	6%
Effective January 1, 1975	6%

All increases to be based on the wage schedule in effect on the date of the respective increase.

The City countered with the following wage proposal as its final offer:

July 1, 1973	6.6%
January 1, 1974	6.6%
July 1, 1974	6.6%

The Association argues in support of its proposal that the City has created an atmosphere of injustice and irrationality which have clouded labor relations between the City and the Fire Fighters, resulting from its refusal to fully implement an award of an Act 312 arbitration panel chaired by Richard Bloch on February 7, 1972. That panel awarded an across-the-board wage increase of \$1209 to a planned level of \$10,600 for a four-year pipeman. Despite the award the City increased pipemens' earnings to \$10,452 per annum. The Union charges that "the City's intractable position on implementation of the Bloch wage award has cost the Saginaw Fire Fighters thousands of dollars in wages to which they are legally and morally entitled." It is pointed out that Saginaw ranks at the bottom in a survey of arbitrarily selected cities. The average of those cities is \$12,290 per annum which brings Saginaw \$1838 below the average and \$597 below Bay City, the next higher in the scale.

Of cities in Areas One and Two with populations of 50,000 or more (Detroit excluded), Saginaw salaries are 19th in a group of 19 cities. It ranks \$515 below Kalamazoo, the next higher city and is \$2503 below the average of \$12,955. Increases since the presentation of the exhibits have widened the gap substantially. Saginaw Fire Fighters are currently \$2609 below the average paid in MML Area One and Two cities with populations of 50,000 and over.

When compared to the average wage of manufacturing production workers, fire fighters again show one of the lowest wage rates in the State. The Fire Fighters' hourly rate is \$3.58. The average industrial rate in Saginaw, including Saginaw County, is \$5.54. The lowest average rate among the cities listed is Grand Rapids at \$4.22.

Even when compared to wages in the Saginaw Police Department, the Fire Fighter comes out a poor second. As of July 1, 1973 the Fire Fighter received an annual wage of \$10,452, while a four-year patrolman received \$12,483. The latter rate is to go up to \$13,306 on July 1, 1974. The runaway inflation plaguing this nation's economy makes it compelling that a fair and equitable wage proposal be adopted as urged by the Association.

The City explained that a fully paid pipeman earns \$10,452 per annum. There are 68 pipemen in the Department out of 144 Fire Fighters. The average salary for the entire unit is \$11,339. To grant the Association's proposal would result in first year salaries of \$11,392 as of July 1, 1973 and \$12,076 as of January 1, 1974. In the second year the salaries would increase to \$12,801 on July 1, 1974 and

\$13,569 on January 1, 1975. It is noted that a full paid Saginaw Policeman would be paid \$13,306 as of July 1, 1974.

On the other hand, the City's wage offer to fully paid pipe-men would be \$11,141 at July 1, 1973 and \$11,876 at January 1, 1974. The wage for the second fiscal year would be \$12,660.

The City's wage offer would put Saginaw in a competitive position relative to comparable communities. Commencing July 1, 1974 the City would rank 4th of 13 cities, behind only Pontiac, Dearborn and Flint.

It is to be noted from the documentary evidence that almost all increases from July 1, 1973 to July 1, 1974 ranged between 5% and 5.9%. The only exceptions are Midland - 6.5%, Dearborn - 10%, Jackson - 6.9%, Muskegon - 5.8% and Battle Creek - 5.9%. Even the bedroom communities referred to by the Association show increases ranging from 5% to 6.5%. The City's wage offer is thus competitive and would offer standing in wage rates competitive to the various comparable cities.

It is also to be noted that Saginaw is heavily dependent upon income tax revenue to finance its services. That revenue accounts for approximately 25% of the money available to the City. The City is closely geared to the automotive industry, which is in a depressed condition at the present time. Economic conditions generally are also depressed. The effect is an economic slump in the Saginaw area which the City must feel in reduced income tax and other revenue. Even the income tax will suffer substantially from the approximately 2,000

permanent layoffs that have occurred at the General Motors facility in the City. Unemployment as of March, 1974 in the City of Saginaw reached 10%. To add to the City's problems, its population has decreased from a high of 98,000 in 1960 to 91,000 in 1970. The anticipated reduction in revenues during 1973-74 will approximate \$1,652,000, offset only by \$140,000 in higher property value assessments.

The parties have historically settled their wage packages in direct relation to Police-City settlements. The City has accordingly put aside a percentage settlement equivalent to that allowed the Police Department. The past history should be continued.

The comparison of rates paid in private industry is perverted by the fact that the Fire Fighter has far greater job security. The rates paid to industry include overtime. The Association has shown no comparable fringe benefits, and in totality the Fire Fighters enjoy wages and job security far greater than employees in private industry. It is therefore submitted that the City's wage proposals are generous and competitive and should be adopted in totality.

The Association explained that it made no effort to enforce the Bloch award because of the inordinate delays attendant upon applications to the Cost of Living Council. It was therefore "bludgeoned" into accepting the City's post award offer. The Chairman commented at the hearing that he gave full faith and credit to the Bloch award. He could not, however, accept the Association's contention that it was forced into accepting a lesser amount than allowed by the Bloch award.

Apart from the delays involved, there was no reason why the Association could not have proceeded to attempt enforcement, unless the members of the Association were anxious to take whatever increase they could get without waiting an undue length of time for the extra money. There may have thus been financial pressure upon the Association members, but this does not constitute the type of pressure which may be recognized to vitiate an agreement of settlement. The Association accepted the City's offer and lived with it for a year. It cannot now complain that it took less than it should have because it was forced into acceptance.

At the same time, the Chairman feels that the Fire Fighters are entitled to an increase in wages to compensate for the inordinately inflationary increases in cost of living over the past year. Notice is also taken of pronouncements issuing from the federal government to the effect that the inflationary spiral will continue to haunt us in the year to come.

The panel has also noted that the City has historically granted pay scales to Fire Fighters at a substantial level with salaries paid to Police Officers, although no formal parity scale has been established.

With all these factors in mind the Chairman proposes that the City's offer of 6.6% increase as of July 1, 1973 and a further 6.6% increase as of January 1, 1974 across-the-board to all Fire Department employees below the rank of Chief be approved. This will bring a full pipeman's rate to \$11,142 at July 1, 1973 and \$11,877 at January 1, 1974. All retroactive adjustments shall be paid within thirty days from the date hereof.

The Chairman believes that the Association's percentage proposal for the second year is more in line with the equities of the situation. He therefore proposes that Fire Fighters receive a further 6% increase on July 1, 1974 and an additional 6% on January 1, 1975 which will bring the pipeman's rates at those dates to \$12,590 and \$13,345, respectively. All percentage increases are based upon the wage schedule in effect on the date of the increase.

The City Patrolman's rate will increase to \$13,306 on July 1, 1974. At that point, then, the rates will be substantially comparable.

The proposed rate will also compare favorably with Pontiac, currently at \$13,889; Dearborn, at \$12,703 and currently in negotiations; Lansing, \$12,537 as of July 1, 1973; Ann Arbor at \$12,400 as of July 1, 1973 and Grand Rapids at \$12,440 as of July 1, 1973. It would appear that for the second fiscal year the rates herein allowed will be substantially at or above the average for the listed cities.

Mr. Graves concurs as to increases for the first year of the proposed agreement but dissents as to the second year. Mr. DeGuise dissents as to the first year of the proposed agreement but concurs as to the second year.

ISSUE NO. 3

Food Allowance

The Fire Fighters propose that effective July 1, 1973 each twenty-four hour employee, exclusive of employees who have the option of taking meals outside or at home, shall be paid an annual food allowance of \$150 payable in a lump sum in the first check of December.

For the fiscal year beginning July 1, 1974 it is proposed that this sum be increased to \$300 payable in the same manner.

The City offered a food allowance of \$60 per annum beginning with July 1, 1974 and payable during the pay period in June which is the end of the fiscal year. It agrees with the Association that employees who have the option of eating at home and 40-hour employees be excluded from any food allowance provision.

The Fire Fighters argue that they are presently scheduled to work 121 days per year. They may not go home to eat nor may they eat outside of the Fire Station. In fact, they are required to take meals on the premises while working 24-hour shifts. They must therefore purchase and prepare their own food and afterwards clean cooking utensils and dishes. Up to this time they had been required to bear the cost of the meal from their own pockets.

It has been documented by the Association that 39 communities pay a food allowance to their fire fighters. The average in the automotive cities surveyed is \$293. In MML Area 1 and 2 with populations of 50,000 or more the average allowance is \$273 per annum. Even the cities surveyed by the City of Saginaw show an average of \$223.

The Consumer Price Index for Detroit shows an increase from February, 1973 to February, 1974 in the price of food of 24%, with little likelihood of stemming or curtailing the trend upward. The Association's proposal for the first year of the Agreement would place Saginaw well below the average of any of the reported surveys. The proposal for the second year would place Saginaw near the average. The City points out

that, as established by the Association's Exhibit 31, the cities comparable to Saginaw average a food allowance of \$137. Five cities provide none.

The City does not sympathize with the Fire Fighters' plaint that they are not able to eat their meals at home with their families. They work only 121 days per year, which gives them far more time at home than any other City employee. It should be enough that Fire Fighters are paid for their meal time. They should not also require that their meals be paid as well. No other City employee receives a food allowance.

It is estimated that the Association's request for \$150 in 1973-74 would cost the City some \$20,000. Doubling the allowance in 1974-75 would double the annual cost.

On the other hand, Policemen who qualify for sidearms incentive pay receive a maximum of \$60 per year. The City is willing to match that amount in the form of a food allowance effective July 1, 1974.

The Chairman believes there is merit in the positions of both parties. Accordingly, he proposes that the City allow a food allowance of \$150 for each 24-hour Fire Fighter who is not permitted to eat at home, or conversely, who is required to eat at his place of work, for the year 1973-74 payable in a lump sum during the last pay period in August, 1974. This food allowance should be carried through to the second year in addition to the offer made by the City of \$60,

making a total of \$210 per annum in 1974-75 payable semiannually with the wage payments due July 1, and December 31, 1974.

Mr. Graves dissents as to the first year and concurs as to the second year.

Mr. DeGuise concurs as to the first year and dissents as to the second year.

ISSUE NO. 4

Holiday Pay

The Association proposes that effective July 1, 1973, 24-hour employees shall be paid an annual holiday payment of \$400 and that compensation for holidays worked shall be at straight time only. The same proposal is made for the fiscal year beginning July 1, 1974, except that the annual holiday payment shall be \$500.

The City insists that the status quo in holiday compensation be maintained.

Currently, Fire Fighters receive holiday compensation of double time only on holidays actually worked. In practice this amounts to an average annual holiday payment of \$216 for the full Fire Fighter. This puts Saginaw at the bottom of a ranking of major automotive cities in terms of holiday pay. In that group the average is \$457 per year. In MML Area 1 and 2 cities with populations of 50,000 or more the average is \$510.

Arbitrator Bloch's panel recognized that a basic inequity existed in the holiday payment formula. To compensate for the disparity it ordered that a \$400 payment be granted to Fire Fighters provided

they work on holidays at straight time.

The City proposes that no change be made in the holiday procedure. It is noted that only Bay City pays its Fire Fighters a lump sum. Others pay premium pay for time actually worked. The Fire Fighters average 2-1/2 holidays worked per fiscal year and thus averaged \$237 in holiday pay in fiscal 1972-73. Holiday pay, in any event, should be directly related to wages earned rather than in lump sum form. What the Association is asking is in effect a bonus in addition to wages or an additional wage increase, neither one of which is warranted.

The Chairman is of the belief that holiday pay should mean more than additional compensation for hours actually worked. There is a basic unfairness in depriving an employee of a holiday, in which his family and friends are permitted to enjoy, which is not alleviated by the extra compensation. I believe that the Association's offer of \$400 in lump sum holiday pay for the 1973-74 year should be accepted and the difference due should be paid during the last pay period in August, 1974.

At this point the Chairman recommends that the City's status quo offer be adopted. The \$400 payment allowed in 1973-74 will therefore be continued without change in 1974-75 for eight holidays at \$50 per holiday, payable in the pay period in which the holiday falls.

Forty-hour employees are given holidays or holiday pay in the same form as are other City employees. It has been agreed by the Association and the City that there shall be no change in their holiday program for the years 1973-75.

An employee failing to work the scheduled work days before and after the holiday, or failure to work a scheduled holiday, without satisfactory excuse, shall not receive pay for that holiday. Holidays shall be worked at straight time.

Mr. Graves and Mr. DeGuise concur.

ISSUE NO. 5

Vacation Pay

As to 40-hour employees there is no dispute between the parties. They have agreed that effective July 1, 1973, 40-hour employees shall receive vacation allotments of 10 days after one year of service, 15 days after five years of service, 17 days after ten years of service and 20 days after fifteen or more years of service.

Twenty-four hour Fire Fighters now receive 6 work days of vacation after 1 to 10 years of service and 8 work days after 10 or more years of service. The Association asks that 56-hour employees be allowed 7 vacation days of 24 hours each after 1 to 5 years of service, 8 such days after 6 to 10 years of service and 10 vacation days of 24 hours each after 11 or more years of employment.

The City has proposed that vacation schedules be increased to 8 days after 1 year of service and 7 to 9 days after 10 years of service. The Association points out that when compared with other cities the Saginaw Fire Fighter receives less than any other fire fighter.

The City points out that of 12 cities listed, 3 allot the same number of vacation days after 1 year and 3 allot less after 10 years; three cities grant the same schedule as does Saginaw while 2 grant less. The City's offer would bring it in line with 2 other cities and

higher than 6 cities. After the 10-year break, 6 cities would allow less vacation than would Saginaw.

It is also pointed out that the cost to the City of the Association's vacation demand is projected at \$68,367 per year. In addition, either employees would be required to work overtime or new employees would have to be added to maintain the current level of services.

In view of the fact that the 1973-74 fiscal year has expired, the Chairman proposes that no change be made in the current vacation formula. He does believe, however, that the Association's proposal for 1974-75 is fair and should be granted. Thus, beginning with that fiscal year, employees with 1 through 5 years of employment would be allotted 7 twenty-four hour work days; those with 6 to 10 years would be allotted 8 twenty-four hour work days, and employees of 11 or more years of service would be granted 10 twenty-four hour work days.

Forty-hour employees will be granted 10 days vacation after 1 year of service; 15 days vacation after 5 years of service; 17 days of vacation after 10 years of service and 20 days of vacation after 15 or more years of service.

Mr. Graves concurs as to the first year proposal for 24-hour employees and dissents as to the second year proposal.

Mr. DeGuise dissents as to the first year proposal for 24-hour employees and concurs as to the second year.

The panel unanimously approves the proposed vacation schedule for 40-hour employees as agreed upon by the parties.

ISSUE NO. 6

Earned Sick Leave

Fire Fighters are currently allowed 6 twenty-four hour sick leave days per annum. The Association proposes that this be increased to 8 twenty-four hour sick leave days as of July 1, 1973.

The City proposes that the current sick leave program be retained without alteration.

The Association contends that Saginaw ranks at the bottom in all surveys conducted by it of sick leave days accumulated per year. It considers the proposed increase of 2 days to be fair, equitable and just.

The City, on the other hand, argues that the proposed increase is not supported by the evidence. The Exhibits include such bedroom communities of Detroit as Warren and Livonia. Were the cities utilized by Saginaw be established as the criterion it would reveal that 8 of 12 cities grant what Saginaw does and 1 grants less. Three cities grant longer sick leave. The Saginaw Fire Fighters already receive the highest allotment of sick leave of all City employees including Police, since their leaves are based upon 24-hour days rather than the 8-hour days applied to other employees. The very fact that the vast majority of Fire Fighters are banking sick leave days confirms that no additional days are needed. The average sick days banked is 40.3. It is noted that the cost to the City for the requested additional days is \$17,507.

The Chairman agrees with the City that the current sick leave benefit of 6 twenty-four hour days per annum is reasonable and should

be continued without change through the 1974-75 fiscal year.

Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 7

Sick Leave Accumulation

The City currently imposes a limitation of 85 days of sick leave accumulation. The Association asks that the cap be lifted and that accumulation be unlimited. The City insists that the current sick leave accumulation program be continued without change.

The Association points to three surveys it has made to show that in maximum accumulation of sick leave Saginaw ranks at the low point.

The City points out that Fire Fighters are banking their sick leave. With few exceptions, none have reached the 85-day cap. No urgency exists this time to remove the cap even for use purposes.

The Chairman feels that it is unfair to penalize a sick employee by denying him sick leave days which he has accumulated by regular and steady attendance upon the job. It would appear that special consideration should be given to an employee who is unfortunate enough to sustain a lengthy illness. The Chairman therefore proposes that in the second year of the proposed agreement the cap of 85 days on sick leave accumulation be ^{increased to 95 days} ~~removed~~ for use only and for no other reason.

Mr. Graves dissents, Mr. DeGuise concurs.

ISSUE NO. 8

Sick Leave Payoff

The City currently pays one-half of accumulated sick leave to

Fire Fighters upon retirement or death. The Association proposes that payment be made in the event of retirement, death or termination.

The City proposes that the current provision be maintained without change.

The Association bases its case upon the award of the Block panel in which it was stated that "recognizing that there should be some incentive to work up until retirement as opposed to single 'cashing in' the sick days, the panel hereby orders payment to the extent of 50% of the accumulated days. This payment shall be based on a maximum of 85 accumulated days and shall be paid on the occasion of either retirement, death or termination."

The Union feels that this is a logical and equitable proposal which would provide for the economic needs of fire fighters who separate from their employment under honorable conditions and would also act as a monetary inducement to remain in the City's employ and to use as few sick leave days as possible.

The City claims it to be clearly inappropriate to reward a terminating employee whether such termination is or is not for cause. An employee who resigns does so voluntarily and presumably for reasons he feels are to his benefit. Such action should not be rewarded at additional cost to the City.

With full respect to the esteemed members of the Bloch panel, the Chairman cannot agree that an employee terminated voluntarily or otherwise should be rewarded by payment of sick leave accumulation.

Such payments in any event are an anomaly. An employee is expected to work full time as long as he is physically able to do so. To reward him for not taking off sick time when he is not sick is a peculiar contradiction in terms. It has, nevertheless, become a normal tenet of governmental employment that employees should be rewarded for doing what they are paid to do in the first place. The Chairman has no intention of reversing the trend but he does not feel that employees who leave their jobs because they are discharged or because they have found a more profitable occupation should be rewarded by payment for days that they were paid to work in the first place. The Chairman therefore proposes that one-half of accumulated sick leave up to 85 days be paid upon retirement or death and for no other reason.

Mr. Graves and Mr. DeGuise concur.

ISSUE NO. 9

Longevity

The City provides for all employees a longevity pay schedule of 2% of base after 5 years and an additional 2% after 10 years. An additional 2% is again provided after 15 and 20 years of service to a total of 8% at maximum on a ceiling of \$9,000, equivalent to a maximum payment of \$720 per annum.

The Fire Fighters ask that the base wage of the full paid Fire Fighter classification be adopted as the base wage. It proposes no change in the percentage formulae.

The City asks that no change be made in longevity pay.

The Union points out that longevity pay is widely recognized as a means of rewarding employees for years of service and to induce

experienced personnel to remain on the job. Other municipalities have steadily increased the amount of their longevity payments while Saginaw has remained fixed at a maximum of only \$720. In a survey of comparable cities selected by the Association, Saginaw ranks seventh in longevity pay for a pipeman at 25 years. In the major automotive cities it ranks sixth in longevity pay for pipemen at 25 years. In MML Area 1 and 2 cities with populations of 50,000 or above, Saginaw is twelfth in longevity pay for 25-year Fire Fighters. If the Association's proposal is adopted the Saginaw Fire Fighter would still rank only seventh among the various cities.

The City contends that Saginaw's longevity plan is superior to almost all comparable cities. Of 12 cities surveyed, only Ann Arbor and Pontiac pay more and even in Pontiac payment is substantially less until the 21st year of service. In sum, Saginaw's maximum payment of \$720 is not only competitive but generally superior.

The City estimates that removal of the longevity pay ceiling would cost at \$14,910 without any comparable benefit to the City. All other employees including police receive the identical longevity pay. The Association has advanced no persuasive argument to burden Saginaw with the additional monetary cost.

The Chairman is of the opinion that the current longevity factor is fair and reasonable. He does not believe that increasing the base would be of sufficient advantage to the City to balance granting the additional payment to the employees. He therefore proposes

that the longevity program currently in effect continue without change.

Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 10

Pay For Acting Rank

Currently, when a vacancy occurs in a position due to absence, vacation or the like, a temporary replacement is paid one step higher than his current salary without regard to the salary of the person he is replacing. The Union asks that this be changed. It proposes that an employee temporarily advanced to the next highest step shall receive the highest rate of the classification in which he is temporarily placed. The Fire Fighters ask that the following provision be included in the contract to effectuate this proposal:

Whenever an employee covered by this collective bargaining agreement performs a duty of any rank higher than his present rank under orders from and/or for the convenience of the City, said employee shall be compensated in amounts specified for that particular position upon an hourly basis.

A fire fighter working as a chauffeur shall be paid full pay for that position. A chauffeur working as a dispatcher shall be paid full pay for that position. A dispatcher working as a lieutenant shall be paid full pay for that position. A lieutenant working as a captain shall be paid full pay for that position. A captain working as an assistant chief shall be paid full pay for that position. An assistant chief working as a chief shall be paid full pay for that position.

The City proposes that the current payment plan be retained.

The Association's proposal rests on the "unassailable conviction" that ability should be compensated. If an employee fills a higher position he should be paid the rate of that rank. It is only fair that he receive the full rate for the job rather than merely be paid one step higher than his current salary.

The City argues that the record is barren of evidence supporting the Association's position. Only 19 of some 134 fire departments pay anything whatever for employees working out of rank. No evidence has been offered to show how the payments are made. Of Saginaw's comparable cities only Pontiac pays its fire fighters for such service. Further, it is shown that an employee temporarily out of position could receive higher wages than the employee who normally fills the position on a permanent basis. There is no logic whatever to the Association's proposal.

The Chairman assumes, as do both parties, that by "full pay for that position" the Association means the highest rate for the classification. The City rightfully points out that the employee occupying the position on a permanent basis may receive less than the full rate and therefore less than a temporary substitute would receive under the Association's plan. The Chairman sees neither justification nor justice in the Association's proposal and therefore votes that it be denied and the current procedure be continued without change, applicable to employees advanced in grade for not less than a full shift. Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 11

Upgrading 41 Positions

The Union has proposed that 33 drivers and 9 specialists be

upgraded by increasing their wages by \$250 effective as of July 1, 1973.

The City has proposed that the "effective July 1, 1974 the positions in issue encompassing 42 employees be upgraded by \$250 which amounts shall be added subsequent to adjustment of wages ordered by the arbitrator."

The Association states in its brief that "this agreement on the last offers of settlement is equivalent to a stipulation and . . . the arbitration panel is directed to consider it in formulating its award."

Accordingly, the Chairman, with the unanimous consent of his co-members on the panel, proposes that the stipulated terms be adopted effective July 1, 1973. Payment for 1973 shall be made in the last pay period in August, 1974. The July 1, 1974 increase shall be amortized over 26 payments in 1974-5. The payments shall be in addition to the then current salaries.

ISSUE NO. 12

Reduction in Hours

The Association has proposed that effective October 1, 1974 and thereafter, each 24-hour Fire Fighter shall receive one additional leave day per month. This would result in an average work week of 50.4 hours, equivalent to 2620 hours in a 12-month period.

The City maintains that the present 56-hour work week for 24-hour employees should be maintained without change.

It was testified on behalf of the Association that 24-hour

employees work 2912 hours per year on the basis of a 56-hour week. A Fire Fighter's day begins at 8:00 AM and runs beyond midnight to 8:00 AM of the following day, thus constituting a continuous 24-hour duty day which requires the Fire Fighter to leave his home and family for 16 hours on the first calendar day of his continuous tour of duty and 8 hours on the second day of his tour. The Association contends that this lengthy and strenuous schedule places an unreasonable and unwarranted strain upon workers whose very occupation is in itself a source of extreme risk and danger. "The wave of the future is a reduction in the Fire Fighter's work week." A number of major cities in the United States have already reduced the average work week. The 50.4 hour week is already in effect in 4 Michigan cities and is a subject of negotiation in others. It is believed that a reduction in hours is essential to the efficiency and safety of the Fire Department since a Fire Fighter must be rested and prepared for the rigors and hazards of his job.

The City points to the Association's exhibits to support its own position. It is the larger cities like Chicago, Los Angeles, Philadelphia and Detroit which have reduced hours below 56 per week. No city with a population of approximately 91,000 such as Saginaw in the State of Michigan has reduced hours to 50.4 per week except for Ann Arbor and Dearborn Heights, both of which were concluded through bargaining and not arbitration. Ann Arbor is in an almost catastrophic financial condition as a result of its loose fiscal policies, so that the State of Michigan is exerting tremendous pressure upon it to bring its finances into balance. Thus, only Dearborn Heights and possibly

Southgate have reduced hours below 56 per week. Dearborn Heights has had to hire 6 fire fighters and Detroit has had to hire 236 as a direct result of the reduction in hours. If the reduction were to be ordered in Saginaw the City would have to employ an additional 13 fire fighters to maintain its current level of efficiency, at enormous cost.

The Chairman is not convinced that an additional leave day per month would offer the Fire Fighter additional rest essential to the efficiency and safety of the Department. He is still on duty for 24 continuous hours. Whether he works one day more or less in the course of a month would give him no more rest during the remaining continuous 24-hour duty days. It would give him one more day he could spend with his family, but this is the only ascertainable advantage for a reduction in hours as proposed by the Association. Actually, the argument presented by the Association in behalf of the shorter work week by a reduction in duty days would be more convincing were the Association to request an 8-hour per day, 40-hour work week. Apparently, this is something which the Association does not want. The Chairman finds no justification in the position taken by the Association to reduce hours by offering an additional free day.

Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 13

Cost of Living

The Association has proposed that Fire Fighters be granted a cost of living allowance substantially in the formula adopted between

General Motors Corporation and the United Autoworkers. Essentially, it is proposed that an adjustment of 1 cent in cost of living be allowed for each 0.3 change in the BLS Consumer Price Index. The City protests the basis for the formula but basically it has proposed that the cost of living allowance be denied.

The Association protests that the inflationary spiral in this country, which has resulted in a 10.9 annual increase in the Consumer Price Index in the Detroit area between February, 1973 and February, 1974, is diminishing the benefits which the Fire Fighters seek. A flat rate salary offers no built-in flexibility as does a cost of living clause. The cost of living clause is an established and widely recognized method of preserving the buying power of the worker's paycheck. A number of cities in this State have already incorporated a cost of living formula in their collective bargaining agreements with their fire fighters

Park, Livonia, Madison Heights, Roseville, Warren, Flint, Bay City, Jackson and Muskegon. All these cities recognize, as should Saginaw, that a cost of living package is an essential element of an economic benefit package.

The City notes that the requested COLA package exceeds that of the Big Three, in that no Canadian composite factor is accounted for. Moreover, despite record profits, the major automotive companies settled for a wage increase of 3%, about 1/2 of the increase offered by the City in this proceeding. Further, a COLA package with no cap, based upon the Detroit rather than Saginaw area and existing in but

few of the 144 paid fire departments statewide, should be rejected in any event.

The Chairman wishes to emphasize that he is empathetic with a cost of living provision. It is the only way, in a multi-year agreement, whereby wages can keep pace with escalating living costs. In a multi-year contract a cost of living factor is desirable and should be recommended.

In this case, however, we have a two-year agreement in which one year has already elapsed. The salary provision for the second year was calculated to encompass the potential increases in cost of living and provide what is believed to be adequate protection for the Fire Fighters' living costs. In the circumstances, no COLA provision should be required and none is recommended.

Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 14

Pension Benefits

The Fire Fighters proposes that effective July 1, 1974 the City shall pay 2% per year for all years of service and that there shall be no increase in the employee contribution.

The City has proposed that the present pension program remain in effect during the life of the proposed collective bargaining agreement.

The current pension plan provides for retirement at age 55 after 25 years of service. The City pays 2% per annum towards the

pension during the first 25 years of service and 1% thereafter. The employee contributes 7% per annum. The program returns 2% of the base wage for the first 25 years of service and 1% for each year thereafter. The Association has found that Saginaw Fire Fighters make a larger individual contribution to their pensions than do fire fighters in any other surveyed city except Pontiac, and even there the plan is markedly better.

In Saginaw the Police receive a 2% computation for every year of service even beyond 25 years and are eligible for retirement at age 52 but Police Officers contribute 8% to their retirement pension. The City points out that only Flint of all cities listed places no age limit on retirement. Employees there receive 1% after 25 years of service. Saginaw already pays 18.56% of the Fire Fighters' total salary towards their pension. In the period 1964-73, the City's rate of contribution has doubled, while since 1970 the total number of members in the plan has decreased. With current and future revenues declining it would be a fearful burden upon the City to improve the pension program. If the Fire Fighters were provided the same program as the Police enjoy, the cost would be an additional 2.34% or approximately \$48,068. This does not take into account that the Association asks that the 7% individual contribution not be increased.

It is difficult, if not impossible, to compare the pension plans of various cities since there are so many variables that accurate collation is almost impossible. Flint has no age requirement for

retirement purposes. Ten of the Twelve cities listed by the City pay less than 2% after 25 years of service; nine pay 1% and one pays 1-1/2%. The additional 1% would cost Saginaw \$50,075.

The pension program requested by the Association would grant Fire Fighters a plan superior to that of the City Police Department which would, in any event, be unfair.

The Chairman agrees with the City that no change in the pension plan should be made during the life of this agreement. It is suggested, however, that during the ensuing year an thorough actuarial study be instituted. The parties will then be enabled to discuss possible changes in the pension program with a realistic background of factual data to draw upon.

Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 15

Eligibility for Retirement

The Fire Fighters propose that effective July 1, 1973 a Fire Fighter be permitted to retire after 25 years of service regardless of age.

The City strongly opposes the proposal and insists that the current retirement program be continued without change.

Currently, Saginaw Fire Fighters are eligible for retirement at 55 years of age after 25 years of service. The Saginaw Police are eligible for retirement as of July 1, 1973 at 52 years of age with 25 years of service. Sterling Heights, St. Clair Shores and Midland

have reduced the retirement age for fire fighters to 50 years. Conceding there is not an overwhelming trend to lower age limits for retirement eligibility, the Association submits that the improvements in retirement eligibility for Saginaw Police and in three comparable cities indicate that the panel should and could fairly award this proposal.

The City contends that the Association's request would severely undermine the efficiency of its Fire Department. There are at present 46 out of 144 Fire Fighters with 20 or more years of service. Over the next few years approximately 32% of the Department's experienced Fire Fighters would be eligible to retire were age not a factor for eligibility. The City finds that of the 12 cities listed in its exhibits comparable to Saginaw, only Flint has no age requirement for retirement purposes. As 18 is the minimum hiring age, the proposal would permit fire fighters to retire as early as age 43. This is the peak of life and far before a fire fighter would be expected to retire to pasture. In effect, he is merely changing jobs instead of providing the City with the fruits of his experience.

The Chairman concurs with the City in respect to this issue. It is far from unreasonable to ask that a fire fighter continue to work during his best years until at least the age of 55. Retirement at age 43 or shortly thereafter would certainly limit the City's fire fighting capacity and increase its cost of fire fighting operation. There is no reason why the City should provide a pension to a retiring fire fighter at an early age so that he may assume the benefits of another job elsewhere. If he is able to work he should continue to work on

the job he currently has.

Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 16

Maintenance of Benefit Levels

The Fire Fighters are apparently fearful that they might suffer a reduction in wages or benefits as a result of the issuance of this award. It is therefore proposed that no member of the Fire Fighters Bargaining Unit shall suffer any reduction in pay or benefits as a result of the issuance of an opinion and award by this panel and that economic benefits shall be maintained during 1973-75 at levels not less than those in effect in the 1972-73 fiscal year.

The City objects to the approval of a maintenance of standards clause upon the ground that the current maintenance of standards clause is sufficient and thus no change is necessary.

The Association explains that the purpose of the proposed clause is to assure that the Fire Fighters do not inadvertently suffer a reduction in economic benefits as a result of the issuance of this panel's award. It is particularly necessary and appropriate in this case because there is no prior comprehensive collective bargaining agreement in effect.

The City demonstrated that no other Saginaw bargaining unit has a maintenance of standards clause in its agreement and that only three comparable cities have such a clause. Further, the Association did not demonstrate how it could suffer any reductions of any kind

based upon this award. There is no need for such a clause and it should therefore be denied.

The Chairman can foresee no reduction in wages or benefits which could accrue from the issuance of this award. However, to alleviate the Association's doubts, *he recommends that the current maintenance* of standards clause be included in the agreement to provide that the members of the bargaining unit shall sustain no loss of prior benefits through the issuance of this award.

Mr. DeGuise concurs, Mr. Graves dissents.

ISSUE NO. 17

Management Rights

Subsequent to the 1971 arbitration proceeding the City and the Association negotiated a management rights clause which reads as follows:

Management Prerogatives

Except when limited by the express provisions elsewhere in this agreement, nothing in this agreement shall restrict the City in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe City and departmental rules and regulations, to decide the services to be provided the public, the type and location of work assignments, schedules of work, work standards, and the methods, processes and procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City shall be limited by other provisions of this agreement as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

The City asks that the clause, which is identical to that in the City of Saginaw contract with its Police Department, be included in the agreement to be executed pursuant to this award.

The Association mentioned the proposed management rights clause in its final brief but otherwise made no comment, recommendation or proposal with respect to it.

In the circumstances, and particularly in view of the fact that the proposed management rights clause is more or less standard in collective bargaining agreements, the Chairman directs that a clause such as that above quoted be included in the proposed agreement.

Mr. Graves concurs, Mr. DeGuise dissents.

ISSUE NO. 18

Grievance Procedure

The parties negotiated a grievance procedure in 1971 which provided for culmination in final and binding arbitration.

Civil Service Act 79 provides for appeals by employees to the Civil Service Commission for the resolution of disputes.

The City maintains that there should be a single procedure rather than the two which now exist. It requests that only one of the two available procedures be utilized for settlement of disputes between the parties.

The Association has proposed that employees be given the right to choose one procedure or the other but that a choice of procedure is then exclusive and binding upon the employee.

The panel has unanimously concluded that an employee may, at

his option, process his grievance through the grievance procedure provided by contract or appeal as per statute to the Civil Service Commission. Whichever procedure he elects shall be binding upon him and shall be preclusive as to any other remedy.

ISSUE NO. 19

Life Insurance

The City of Saginaw currently pays the Association \$75 per member which the Association uses to provide life insurance coverage for its membership. It is the City's understanding that the life insurance coverage under the Association's policy is \$5,000. The City offers to provide coverage at the next \$1,000 figure above the annual salary plus double indemnity coverage for accidental death. It would mean increased cost to the City but it believes such cost to be in the overall interest of its fire fighting employees. At the same time it would synchronize fire fighters' insurance with the group life insurance policy covering all other City employees.

The Association complains that the City prepared no exhibits nor did it fully explain its position or the rationale behind it. As a result the Association was unable to either agree or to prepare documents in opposition.

In view of the state of the record the Chairman agrees with the Association that no change should be made at this time in the life insurance program unless it be by mutual agreement.

Mr. Graves dissents, Mr. DeGuise concurs.

ISSUE NO. 20

Sick Leave Penalty Clause

The City feels that the sick leave program currently in effect is susceptible of abuse by employees, although none has been alleged. To avoid potential abuse the panel is requested to direct that fire fighters lose one paid sick day for each three individual days utilized.

The Union is strongly opposed to the proposal and asks that it be denied.

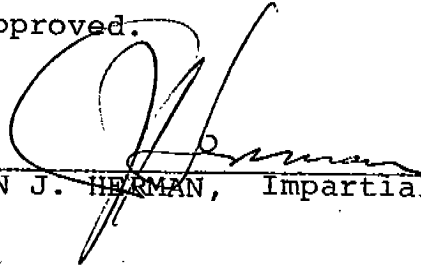
The City explained that the penalty clause is requested because fire fighters average only 2-1/2 days of work per week. Any absence allegedly due to illness causes manpower and cost problems for the City because a 24-hour shift is involved. It is felt that a penalty clause will curb the costs and maintain manpower levels at adequate strength.

The Chairman agrees with the City that the sick leave provisions of the contract should not be abused and that employees who are not ill should be at work rather than taking time off with attribution to the sick leave allowance. It is felt, however, that the procedure suggested by the City to penalize such employees is both unfair and unwise. It may protect the City against undue sick leave use by some malefactors but it will result in serious injury to employees genuinely ill who need all the time available to them for recovery. If the City finds that the sick leave program is undermined by improper use it has available to it a disciplinary procedure which it can employ to punish fire fighters who take advantage of the situation. This in any event is

the proper procedure and is designed to penalize only those who are at fault and not innocent employees who are caught in a web not of their own making. The Chairman recommends that the proposal be denied.

Mr. Graves dissents, Mr. DeGuise concurs.

The panel is mindful of the Association's plaint that it was unable to get the City to reduce the last arbitration award to writing and to grant the award as it was written. No attempt is made to assess the blame for that occurrence but it is felt that it should not be repeated at this time. In order to assure that a contract is consummated, the panel reserves jurisdiction of this entire matter for 60 days from the date hereof. Any matters requiring clarification and any language requiring solution may be referred to the panel for binding determination during that period. The purpose of this reservation is to insure that any interpretation or implementation of this award is made in time and in such breadth as will permit the parties to negotiate and execute a comprehensive collective bargaining agreement. This section is unanimously approved.



LEON J. HERMAN, Impartial Chairman

Southfield, Michigan
July 12, 1974

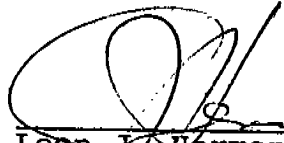
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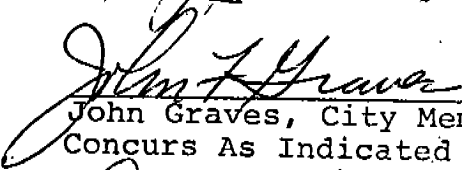
- Issue No. 1 The parties shall enter into a collective bargaining agreement covering the period July 1, 1973 to and including June 30, 1975.
- Issue No. 2 Wages for bargaining unit members shall be increased by 6.6% as of July 1, 1973 and by 6.6% as of January 1, 1974, across the board; and by 6.0% as of July 1, 1974 and 6.0% on January 1, 1975. All percentages are to be applied to the wage schedules in effect at the date of increase. Retroactive adjustments are to be made during August, 1974.
- Issue No. 3 Each 24 hour Fire Fighter who is required to eat his meals at his place of work is allowed a food allowance of \$150 for the year 1973-74 payable in the last pay period in August, 1974; and a food allowance of \$210 for the year 1974-75 payable semi-annually with the wage payments due July 1 and December 31, 1974.
- Issue No. 4 Holiday pay of \$400 per annum is awarded to all 24 hour Fire Fighters, effective July 1, 1973. Adjustment of holiday pay for 1973-74 shall be paid during the last pay period in August, 1974. In the year 1974-75 24 hour Fire Fighters shall be paid for eight holidays at the rate of \$50 per holiday, payable in the pay period in which the holiday falls. All holidays worked shall be credited or paid at straight time rates. An employee failing to work the scheduled work day before and the scheduled work day after a holiday, or failing to work on a scheduled work holiday, without satisfactory excuse, shall not receive pay for that holiday. Forty hour employees shall be granted the same holidays as other City employees receive.
- Issue No. 5 There shall be no change in vacation practices for 1973-74. In 1974-75 24-hour employees with 1 through 5 years of employment shall receive vacation of 7 24-hour workdays; those with 6 through 10 years shall receive 8 24-hour workdays; and those with 11 or more years shall receive 10 24-hour workdays.
- Forty hour employees will receive 10 days vacation after 1 year of service; 15 days vacation after 5 years of service; 17 days vacation after 10 years of service and 20 days vacation after 15 or more years of service.

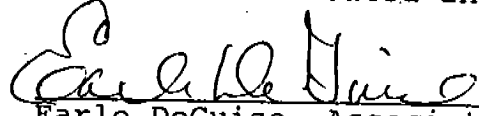
- Issue No. 6 An increase in earned sick leave is denied.
- Issue No. 7 No change is directed in sick leave accumulation except that the 85 day limitation *shall be 85 days* ~~is removed~~ for use in illness or injury only.
- Issue No. 8 One-half of 85 days maximum sick leave accumulation shall be paid upon retirement or death. No payment shall be made on resignation or discharge.
- Issue No. 9 No change in the current longevity program is awarded.
- Issue No. 10 Employees temporarily advanced in grade for not less than a full shift shall be paid at the next higher step in the salary schedule, but not less than his regular rate of pay.
- Issue No. 11 Thirty-three drivers and eight specialists shall each be paid \$250 per annum in the years 1973-74 and 1974-75 in addition to then current salaries as herein directed. The 1973-74 payment shall be made in August, 1974. The 1974-75 payment shall be amortized over 26 pay periods in fiscal year 1974-75.
- Issue No. 12 The Association request for a reduction in hours is denied.
- Issue No. 13 The Association request for a cost of living allowance is denied.
- Issue No. 14 The Association request for a change in pension benefits is denied.
- Issue No. 15 The Association request for a change in the retirement program is denied.
- Issue No. 16 A maintenance of standards clause, to provide that no member of the bargaining unit shall sustain economic loss or benefits through the issuance of this award, shall be incorporated in the Collective Bargaining Agreement to be concluded.
- Issue No. 17 The "Management Prerogatives" clause recited in the accompanying opinion shall be incorporated in the Collective Bargaining Agreement to be concluded.

- Issue No. 18 The Collective Bargaining Agreement to be concluded shall provide that an employee may process a grievance either to arbitration or to the Civil Service Commission. Election of either procedure shall thereafter effectively bar use of the other.
- Issue No. 19 The current life insurance program shall be continued unchanged.
- Issue No. 20 The City's proposal for a sick leave penalty provision is denied.

Southfield, Michigan
July 12, 1974


Leon J. Herman, Impartial Chairman


John Graves, City Member
Concurs As Indicated In The Opinion


Earle DeGuise, Association Member
Concurs As Indicated In The Opinion