

*Mich Police - Fire Arb*

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*Taylor, City of*

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

In the Matter of:

CITY OF TAYLOR, MICHIGAN

-and-

TAYLOR FIREFIGHTERS UNION, I.A.F.F.

LOCAL NO. 1252

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

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

ARBITRATION PANEL

LEON J. HERMAN, Impartial Chairman  
ALLEN KOVINSKY, City Designee  
RONALD HELVESTON, Union Designee

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

Issued March 22, 1976

AUG 19 1976

This is a proceeding in arbitration pursuant to Act 312 of Public Acts of 1969, as amended. Allen Kovinsky was named by the City as its Designee to the panel. Ronald Helveston was appointed by the Union as its Designee. On August 4, 1975, the undersigned, Leon J. Herman, was appointed by the Michigan Employment Relations Commission as Impartial Chairman of the arbitration panel.

A joint statement of the issues to the arbitrator was prepared and stipulated by both parties. Hearings were held and testimony taken on August 5 and September 20, 1975, at the DPW building in Taylor, Michigan. Thereafter conferences between the members of the panel of arbitrators were held on February 18, March 11, and March 22, 1976. A verbatim record of the proceedings was made and a transcript delivered to the panel. Twenty-six exhibits were submitted.

Orlando Vargas, attorney, represented the City of Taylor. Eileen Nowikowski, attorney, appeared on behalf of Local 1252, the Taylor Firefighters Union.

Testimony on behalf of the Union was presented by William Greenslait, President of the Local, Stephen Savitskie, of the negotiating committee, and Duane Kroeger, of the bargaining committee. 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.

The Taylor Firefighters Union has been the bargaining agent for the firefighters of the City of Taylor for a substantial number of years. It

claims the right of representation for some 45 members of the department up to and including the classification of Chief. For the fiscal year 1975-76 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 to this panel for determination. The unresolved issues to be decided were the following:

- Issue No. 1 - Union business. The Union asks that the exact number of paid days off available to Union officers or representatives to attend Union conventions and seminars be defined.
- Issue No. 2 - The hourly basis for computing cost of living allowance.
- Issue No. 3 - Meal allowance for work outside regular shift.
- Issue No. 4 - Shift differential.
- Issue No. 5 - Number of hours of work per week.
- Issue No. 6 - Definition of shift.
- Issue No. 7 - Proration of vacation days for first year employees.

The City has also proposed a number of changes in the collective bargaining agreement:

- Issue No. 8 - An increase in the number of hours entitling the employee to a meal allowance.
- Issue No. 9 - A definition of shift to equal 24 hours per day.
- Issue No. 10 - Elimination of cash payout for accumulated vacations.
- Issue No. 11 - A limitation on charges against credits for family illness or injury.
- Issue No. 12 - A modification in the maintenance of conditions clause.

- Issue No. 13 - Modification in the clause prohibiting unilateral changes in wages, hours, and conditions of employment.
- Issue No. 14 - Expansion of the firefighting duties.
- Issue No. 15 - Amendment of the grievance and arbitration provision to provide that an employee must select either to proceed under Act 78 or the contractual grievance procedure.
- Issue No. 16 - Manpower requirements to be determined by the Chief.
- Issue No. 17 - A management rights clause.

A number of other requests on both sides were withdrawn during the hearing. Testimony was taken and argument had on the foregoing list of items, following which briefs were submitted.

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.

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 45 department employees, up to and 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 preceding agreement has been continued in full force pending receipt of this award, except that wages have been increased to the level of police wages. Relations between the parties have otherwise 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.

Following the hearing, attorneys for both parties filed post-hearing briefs and thereafter submitted their final offers. In so doing a number of issues were eliminated. The discussion herein covers the issues presented in the last final offers. It should be noted here that the final offers were concentrated upon economic issues and the panel addressed itself only to those issues.

Cost of Living Allowance

In an opinion and award issued by Willard Carpenter, arbitrator, on March 31, 1975, it was ruled that:

It is directed, that a cost-of-living allowance be granted to the members of the within bargaining unit in the second year of the new Collective Bargaining Agreement, which would cover the years, 1975 and 1976 and that such cost-of-living should be the same, as that provided for other City employees, as contained in Appendix C of the City of Taylor's Exhibit #31 herein with a cap of one-half (1/2) the hourly rate received by general City employees and a minimum of no less than twenty cents, (.20¢) per hour.

While the City has not explicitly agreed to parity between police and fire department employees, it has agreed that fire department employees shall receive the same annual wage as do the police. A bone of contention is the cost of living computation. It is the Union position that cost of living calculations should be based upon hours worked. The police receive a cost of living allowance per hour based upon a maximum straight time 40-hour work week. The equivalent to the firefighters should be the same rate per hour based upon a 56-hour week. It proposes the following clause:

Effective July 1, 1975, members of the bargaining unit shall receive an hourly cost-of-living allowance equal to that received by members of the Taylor Fraternal Order of Police pursuant to the City of Taylor and Fraternal Order of Police, Lodge 123, Act 312 Opinion and Award.

The City protests that equalization of salaries must be extended as well to overall equalization of COLA. The Chairman agrees with the City that any other computation would result in a gross disparity between police and fire department incomes. Accordingly, it is proposed that the following provision be included in the contract to cover calculation of cost of living:

In the calculation of the cost-of-living allowance for all fifty-six (56) hour employees, all payments will be pro-rated on the basis of fifty-six (56) hours a week to achieve a total for 56 hours equivalent in aggregate to that paid to the police for a forty (40) hour week.

It is the intention of this Article to maintain a parity with employees of the Police Department in terms of the base gross amount received under the cost-of-living allowance.

To dispel any questions which may arise, it is also recommended that COLA be applied to overtime hours in the same proportions. Mr. Kovinsky concurs, Mr. Helveston dissents.

#### Overtime Meal Allowance

Article VII, Section 3(e) of the prior collective bargaining agreement provides that "An employee called to work outside his regular scheduled shift and who works six or more hours on the callout will receive \$4 meal allowance." The Union has proposed that an overtime food allowance be guaranteed to firefighters who voluntarily attend firefighter related training for eight or more hours on their day off and that the \$4 meal allowance of Article VII, Section 3(e), be reduced to \$3. The Union's last offer of settlement contains the following proposed contractual provision:

A firefighter who works overtime in excess of eight hours shall receive one \$3 meal allowance for each day in which he works eight or more hours of overtime.

The City's last offer is that the \$3 allowance be paid to employees who work ten or more hours of overtime.

The Chairman is of the belief that the Union's proposal is reasonable and should be adopted. Accordingly, he recommends that the suggested paragraph above recited be included in the collective bargaining agreement.

Mr. Helveston concurs, Mr. Kovinsky dissents.

Shift Differential

The Union argues that the historically recognized parity relationship between the police and firefighters in the City of Taylor makes it obligatory upon the City that a shift differential be paid to firefighters just as it is paid to police. It proposes the following contractual provision:

Members of the bargaining unit shall receive an annual differential or premium payment equivalent to the average annual amount of shift differential or premium payment received by the Taylor Fraternal Order of Police, but not to exceed \$265 per annum payable biweekly.

The City has objected strenuously to any shift differential on the ground that no shift exists in the fire department. They work a straight 24 hours on and 48 hours off. There can be no shifts in such a situation.

The City has conceded that the shift differential to police of 15¢ on the afternoon shift and 25¢ on the midnight shift averages through rotation of officers to \$6 per pay period on the afternoon shift and \$10 on the midnight shift. There is no averaging on the third shift because this is a daytime shift where no premium is paid. Overall the City computes the shift differential payment to police at 5.33 per week.

The Chairman agrees with the City that there can be no such creature as a shift differential in the fire department when employees work a full 24-hour day. A shift implies a portion of a day, which does not here exist. As a consequence a shift differential would be a pure anomaly. On the other hand, the City and the Union have agreed, whether directly or impliedly, that the firefighters' pay scale will be of parity with that of the police. I believe that an annual allowance of \$265 to the firefighters will substantially

compensate them for the loss of a shift premium and will satisfy the mutual understanding as to parity. I therefore propose that the above recited clause be included in the agreement.

#### Hours of Employment

The Union employees currently work 56 hours per week. It argues that the firefighter work load has dramatically increased in the past four years with no commensurate increase in manpower. In the past four years the number of apartment units in Taylor has jumped from 145 to 6,088. Industrial plants have increased from 47 to 186. The dramatic rise in fire and ambulance runs and the increased number of high-hazard structures makes the need for reduction in hours imperative. It is not only a critical issue but, in the opinion of the Union, not a luxury proposal. It is essential to the efficiency and safety of the department that a firefighter be rested and prepared for the rigors and hazards of his job. The Cities of Detroit, Ann Arbor, Southgate, and Dearborn Heights have already reduced the work week to under 50 hours, so that the reduction may be considered the wave of the future. It is asked that members of the bargaining unit shall work an average of 50.4 hours per week rather than the 56 hours currently in effect.

The City contends that the Union proposal would amount to a ten percent decrease in hours worked without any decrease in pay. Instead of working ten days a month the firefighters would work only nine. The Union is not asking for an increase in manpower, yet at the same time it asks that the number of men at each station not be reduced. The only way the City could comply with the Union's demand would be to hire and train five new fire-

fighters, which would cost over \$80,000, plus base pay, food, and clothing allowance. This does not include cost of pensions, insurance, equipment, and other benefits.

The Chairman is of the opinion that in these times of economic stress, with the heavy tax burden already placed upon the citizens of the State of Michigan, an increase in taxes which would inevitably result from a reduction in the working hours of firefighters would be an extremely unfair imposition upon the residents of this City. I do not find that the hours worked at present and the short number of days worked per month are so onerous that the firefighters cannot continue to live with it throughout the term of this agreement. Accordingly, I recommend that the request be denied. Mr. Kovinsky concurs, Mr. Helveston dissents.

#### Vacation Leave Payout

Article X, Section 3(2), provides that Winter vacation shall be taken between October 1 and March 21. The parties had agreed that in cases where vacations are not taken by December 31 the vacation days remaining to that employee shall be paid in cash. Vacation periods are not accumulative beyond the calendar year.

The City complains that this section creates a budgetary problem for the City, in that cash for payoff must be allocated on the contingency that a firefighter will elect to take the cash. It could amount to some \$3,000 per man. The City therefore proposed that all requests for pay in lieu of vacation time should be subject to the Fire Chief's approval.

The Chairman is of the opinion that, with some minor modification, the section does not unduly impede the City's operations nor does it create the budget crunch which is feared by the City's counsel. Whether an employee takes the vacation in time or in cash, the cost to the City is identical. That it may require payment at the end of the year should hardly change the situation. The Chairman proposes the following amended Article X, Section 3(2):

Winter vacation shall be taken between November 1 and April 30. The parties agree that in those cases where vacations are not taken by December 31 of each year, the vacation days remaining to that employee will be paid off in cash. Vacation periods are not accumulative beyond the Calendar Year.

Mr. Helveston concurs, Mr. Kovinsky dissents.

#### Proration of Vacations

The City has proposed the following language for inclusion in the proposed agreement:

Vacations shall be determined on a calendar year basis except that new employees, upon completion of one year of employment, shall receive earned vacation days on a prorated basis beginning from his first year anniversary date through December 31st of the same year. Thereafter, new employees shall revert to the calendar year schedule (City Exhibit #1).

The Union has dissented from the proposal.

I find no objection to the clause proposed by the City. To my mind it is an arrangement which treats new employees fairly and does no injury to established employees. I believe it should be adopted. Mr. Kovinsky concurs, Mr. Helveston dissents.

#### Department Strength

Article XXII of the collective bargaining agreement reads:

It is agreed between parties that the Fire Fighting Work Force will be on duty at each station at all times. When, in the event of sickness, vacation leave or any reason whatever, the work force is reduced below the scheduled level, the Fire Chief will then refer to the overtime schedule for the next man in line to work.

The City has no objection to the first sentence of Article XXII but objects that the second sentence unduly limits the authority of the administration to determine the number of employees required. It appears to have been the practice to maintain six firefighters at Station 1 and four firefighters at each of the other two stations. The Union insists that these totals must be maintained, although the 6-4-4 arrangement is not included anywhere in the contract. It is argued, however, that it is an established practice which should be continued.

I agree with the City that management should have the right to determine the number of employees to be on duty at any one time. It is the City's obligation to its citizens to maintain an adequate firefighting force. This obligation is satisfied in part by the maintenance of its own fire department and in part by mutual aid pacts with a large number of surrounding cities. I am not convinced that the City's obligation to provide such a service necessitates that it be bound to keep a fixed number of employees on duty at all times. Rather, such a limitation would be a disservice. If management is to be charged with the obligation to maintain an adequate firefighting force, it should have in offset the authority to determine what an adequate force is and what it can support. As times, conditions, and finances change, the City's needs must change. It must be allowed the flexibility to conform to changing circumstances. Manpower determination is an exclusive management function

which should not be restricted by contract. To that end, I recommend that Article XXII be amended to read as follows:

It is agreed between the parties that the Fire Fighting Work Force will be on duty at each station at all times. When, in the event of sickness, vacation leave or any reason whatever, the work force is reduced below the level deemed by the Fire Chief to be safe, he will then refer to the overtime schedule for the next man in line to work.

Mr. Kovinsky concurs, Mr. Helveston dissents.

#### Union Delegate Leave Time

The President and representatives of the Union are allowed time off with pay to attend Union conventions and seminars subject to approval of the mayor. The Union asks that a specific number of days be recounted.

The City insists that the current language be retained.

I propose that the following language be adopted:

The President and respective representatives shall be allowed time off with pay to attend Union conventions and seminars subject to approval of Mayor. Such approval shall not be unreasonably withheld.

Mr. Kovinsky concurs, Mr. Helveston dissents.

#### Firefighter Duties

Article XVI, Section 4, provides for the duties of the firefighters:

The Fire Fighters duties shall consist of keeping the quarters of all Fire Department vehicles clean and all other work directly connected with fire fighting. Heavy maintenance work which requires special skills, including, by way of illustration but not limited to, carpentry work, plumbing, electrical work, wall washing and painting shall not be required to be performed by fire fighters. Fire fighters shall not be required to work on the outside of buildings or on grounds other than washing windows, cutting grass and doing work directly connected with fire fighting.

The Union asks that the current language be maintained without change. The City prefers that the section be amended to clarify the work required of a firefighter so that disputes with respect thereto may be minimized. Accordingly, I have proposed that the first sentence of Section 4 be amended to read as follows:

The Fire Fighters duties shall consist of keeping Fire Department buildings and vehicles clean and perform light maintenance work and all other work directly connected with fire fighting.

The remainder of the paragraph shall be continued in the original form.

Mr. Kovinsky concurs, Mr. Helveston dissents.

#### Maintenance of Conditions

The Union has proposed that Article XVI, Section 1, covering maintenance of conditions be continued in the same form as in the prior agreement plus the addition of a final sentence. As amended, the proposed section would read:

Wages, hours, and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this agreement. It is understood that the foregoing sentence means that past practice will be continued except as modified by this agreement.

The City has refused to accept the proposed amendment. It suggests that the word "improved" be changed to "modified" and that following the second sentence a clause be added providing for more exactness in interpretation. As the City proposes the section would read:

Wages, hours, and conditions of employment in effect at the execution of this agreement shall, except as modified herein, be maintained during the term of this agreement. No employee

shall suffer a reduction in benefits as a consequence of the execution of this agreement, unless specifically altered or reduced by the written terms of this agreement.

I believe that the City's proposal is for the mutual benefit of all parties and that it is more susceptible of clear interpretation than is the Union's proposal. I therefore recommend that the City proposal be adopted. Mr. Kovinsky concurs, Mr. Helveston dissents.

Past Practice

Article XVI, Section 2, provides that "The City will make no unilateral changes in wages, hours, or conditions of employment during the term of this agreement, either contrary to the provisions of this agreement or otherwise." The Union asks that this section be continued without change.

The City contends that the clause is ambiguous and in part meaningless.

I agree with the City that the clause as presently written is somewhat turgid. With the consent of both parties I have proposed the following amended Article XVI, Section 2:

The City will make no unilateral changes in wages, hours, and conditions of employment during the term of this agreement, except as in this agreement modified.

Mr. Kovinsky <sup>Concurs</sup> and Mr. Helveston ~~concur~~ <sup>dissents</sup>

Charges Against Sick Leave Credit

Section 1(b)(1) of Article XII provides that "An employee may charge accumulated sick leave credits for personal illness or illness of the spouse and child. The employee shall, to the extent possible, inform his department head of such illness."

Both parties agree that this section shall be continued unchanged.

Grievance Arbitration

Under the current contract an employee may carry his grievance to the Civil Service Commission under Act 78 or he may apply for relief through the grievance procedure, which terminates with a hearing in arbitration. The City has no objection to the employee selecting either formula for relief. It asks only that the employee select one or the other, and that by selection of one the other shall be deemed waived.

The Chairman believes that the City's position is correctly taken. Once an employee undertakes to obtain relief through one formula he should be barred from thereafter seeking relief through the other. The Chairman therefore proposes the following amended Article XVIII to cover the grievance procedure:

Section 1 - Grievance Procedure

Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this agreement, such differences shall be resolved in the following manner:

- A. The president of the Union or his representative shall negotiate with the Chief of the Taylor Fire Department any difference, disputes, or complaints. If no satisfaction is reached, step B shall be followed.
- B. The president of the Union or his representative shall negotiate the differences, disputes, or complaints with the Personnel Director of the City of Taylor. If no satisfaction is reached, step C shall be followed.
- C. If the grievance is not satisfactorily adjusted in the last preceding step, either party may, with reasonable promptness, in writing, demand a hearing under Act 78 or in the alternative request arbitration, and the other party shall be obliged to proceed as demanded. Adoption of one procedure shall act as a firm and final waiver of the other. If arbitration shall be selected parties shall attempt to agree upon an impartial arbitrator. If they cannot agree

within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then-applicable rules and regulations of the Association. The expenses of the arbitration, except the parties' own expense, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this agreement.

#### Section 2 - Other Remedies

Subject to the restrictions contained in 1C above, the grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

#### Management Rights Clause

Prior contracts between the City and the Union contain no clause spelling out the rights and authority of the municipality. The City has proposed that a management rights clause entitled, "Responsibility of the Municipality", be included in the document. The language proposed is identical to that which appears in the police contract. The language is intended to establish the City's inherent right to manage its own affairs and exercise its normal prerogatives.

The Union objects that the City has had no management rights clause to date and could well exist in the future without. It sees no reason to put into black and white what has already been understood by mutual agreement.

The Chairman believes that the City has the right to include a management rights clause which would set out its authority and prerogatives. That the parties have managed to operate in the past without such a clause does

not militate against its inclusion now that the City requests it. I have made some modifications in the City's proposed clause and, as so modified, propose that it be included in the agreement as follows:

Responsibility of the Municipality

Section 1:

The Municipality, through the Mayor and the Fire Chief, has the sole right to manage the Fire Department, including the right to maintain order and efficiency.

Section 2:

The Municipality has the sole right to hire, lay off, assign, transfer, and promote employees in accordance with Act 78; to discipline, including discharge for cause, according to Act 78.

Section 3:

A. The Union recognizes other rights and responsibilities belonging solely to the Municipality prominent among which, but by no means exclusive, are the rights to determine the location and number of stations, the manner in which work is to be performed, the type of equipment they are to use, schedules to be worked, and assignment of their duties.

B. The Union recognizes the right of the Municipality to make reasonable rules and regulations, not in conflict with this Agreement, as it may, from time to time, deem best for the purpose of maintaining order, safety, and/or effective operation of the Municipality's Fire Department and to require compliance therewith by the employees. The Union reserves the right to question the reasonableness of the Municipality's rules or regulations through the grievance procedure.

Section 4:

IT IS UNDERSTOOD AND AGREED, that any of the powers and authority the Municipality had prior to the signing of this Agreement are retained by the Municipality, except those specifically abridged, deleted, or granted by this Agreement.

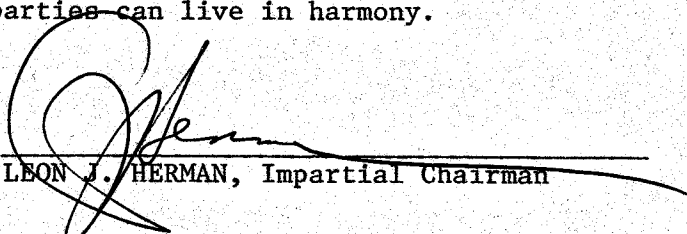
Section 5:

This Article or Section shall not abridge any rights granted by law to the Union.

Section 6:

Nothing in this Article shall be construed in contravention of any other provision of this Agreement.

The Chairman thanks his co-panelists and the parties who appeared in the course of the hearings for their patience and their cooperation and trusts that the foregoing recommendations will result in a mutually satisfactory agreement with which both parties can live in harmony.



LEON J. HERMAN, Impartial Chairman


Southfield, Michigan  
March 22, 1976

AWARD

The panel of arbitrators herein, unanimously or by majority vote as appears in the opinion attached hereto, does hereby award as follows:

1. Cost of living allowance is granted as follows:

In the calculation of the cost-of-living allowance for all fifty-six (56) hour employees, all payments will be pro-rated on the basis of fifty-six (56) hours a week to achieve a total for 56 hours equivalent in aggregate to that paid to the police for a forty (40) hour week.

It is the intention of this Article to maintain a parity with employees of the Police Department in terms of the base gross amount received under the cost-of-living allowance. *effective July 1 1971* 

Cost of living shall be applied to overtime hours in the same proportions.

2. Overtime meal allowance is granted as follows:

A firefighter who works overtime in excess of eight hours shall receive one \$3 meal allowance for each day in which he works eight or more hours of overtime.

3. Shift differential.

No shift differential as such is allowed.

Members of the bargaining unit shall receive an annual differential or premium payment equivalent to the average annual amount of shift differential or premium payment received by the Taylor Fraternal Order of Police, but not to exceed \$265 per annum payable biweekly.

4. Hours of employment shall continue at 56 hours per week.

5. Vacation leave payout is continued.

Winter vacation shall be taken between November 1 and April 30. The parties agree that in those cases where vacations are not taken by December 31 of each year, the vacation days remaining to that employee will be paid off in cash. Vacation periods are not accumulative beyond the Calendar Year.

6. Proration of vacations is granted as follows:

Vacations shall be determined on a calendar year basis except that new employees, upon completion of one year of employment, shall receive earned vacation days on a prorated basis beginning from his first year anniversary date through December 31st of the same year. Thereafter, new employees shall revert to the calendar year schedule (City Exhibit #1).

7. Departmental strength shall be fixed as provided in the following proposed contractual provision:

It is agreed between the parties that the Fire Fighting Work Force will be on duty at each station at all times. When, in the event of sickness, vacation leave or any reason whatever, the work force is reduced below the level deemed by the Fire Chief to be safe, he will then refer to the overtime schedule for the next man in line to work.

8. Union delegate leave time shall be permitted under the following formula:

The President and respective representatives shall be allowed time off with pay to attend Union conventions and seminars subject to approval of Mayor. Such approval shall not be unreasonably withheld.

9. Article XVI, Section 4, shall be continued as in the prior contract except that the first sentence thereof shall be rewritten to read:

The Fire Fighters duties shall consist of keeping Fire Department buildings and vehicles clean and perform light maintenance work and all other work directly connected with fire fighting.


10. Article XVI, Section 1, on Maintenance of Conditions shall be rewritten to read:

Wages, hours, and conditions of employment in effect at the execution of this agreement shall, except as modified herein, be maintained during the term of this agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this agreement, unless specifically altered or reduced by the written terms of this agreement.

11. Article XVI, Section 2, on unilateral changes in wages, hours, or conditions of employment shall be rewritten to read:

The City will make no unilateral changes in wages, hours, and conditions of employment during the term of this agreement, except as in this agreement modified.

12. Article XII, Section 1(b)(1), with respect to use of sick leave credits during illness of a spouse or child shall continue unchanged.
13. The grievance procedure shall be amended as rewritten on pages 17 and 18 of the attached opinion.
14. A management rights clause entitled "Responsibility of the Municipality" as spelled out on pages 19 and 20 of the attached opinion shall be incorporated in the proposed collective bargaining agreement.

  
LEON J. HERMAN, Chairman  
ALLEN J. KOVINSKY, City Designee  
RONALD HELVESTON, Union Designee

Southfield, Michigan  
March 22, 1976