6/15/87 FF

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

Fact Finder's Report and Recommendations 15 June 1987

In the Matter of the Dispute between

LENAWEE COUNTY ROAD COMMISSION,
Employer

-and-

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC,
Local Union #14723

MERC FACT FINDING CASE NO. L86 I-805

Representing the Employer: Mr. Michael R. Kluck,
Attorney

Representing the Union: Mr. Bob L. Kemp,
Sub-District Director

Fact Finder: Carl Cohen

Lenawee County Road Commission (FF)

Contents

1. Authority

The Michigan Employment Relations Commission, by letter of 19 February 1987, appointed the undersigned, Carl Cohen, as Fact Finder in a dispute between the Lenawee County Road Commission [Employer] and the United Steelworkers of America, AFL-CIO-CLC, Local Union No. 14723 [Union].

Pursuant to Section 25 of Act 176 of the Public Acts of 1939, as amended, and in accordance with its Regulations, the Commission reviewed the application for fact finding and concluded that the matters in dispute between the parties might be more readily settled if the facts involved in the dispute were determined and publicly known.

The Fact Finder was instructed to schedule a hearing on this matter promptly, and to deliver copies of his ensuing Report to each of the parties and to the Commission. The document in hand is the Report and Recommendations of the Fact Finder in this matter.

2. Hearing and Appearances

A hearing was held, at the earliest date agreeable to both parties, on May 1987, in the Judicial Building of Lenawee County, in Adrian, Michigan. The parties were given full opportunity to present evidence and argument, and to examine and cross-examine witnesses.

Representing the Employer at this hearing was Mr. Michael R. Kluck, Attorney; representing the Union was Mr. Bob L. Kemp, Sub-District Director. Appearing as witness for the Employer was Mr. Orrin E. Gregg, Managing Director of the Lenawee County Road Commission. Appearing as witnesses for the Union were Mr. Robert L. Lewis, President of Local Union #14723, and Ms. Susan McElfresh, Bookkeeper for the Lenawee County Road Commission.

A substantial volume of evidentiary material was submitted by both parties, totalling several hundreds of typescript pages. Thirty-nine exhibits, many of them massive, were submitted in all: thirty by the Employer, eight by the Union; one exhibit -- the Labor Agreement between these parties from 1 November 1984 to 31 October 1986 -- was submitted jointly.

Post-hearing Briefs were submitted by both parties, in timely fashion, on 1 June 1987.

3. Issues in Dispute

On 31 October 1986 the last labor agreement between these parties expired. Efforts to reach agreement on a new contract, including two mediation sessions, have proved unsuccessful. Very strong feelings on both sides of this dispute have resulted in much tension, charges of unfair practices (as yet unresolved), and -- most important -- an inability to reach the compromises essential for the well-being of all.

Here follows a list, and very brief account, of the eleven issues which remain in dispute between the parties. A careful examination of each, and a recommendation respecting each, will be presented in Section 5, below.

1. Leaves of absence.

The Union proposes to increase the permissible number of days of leave, without pay, for the conduct of Union business. The Employer opposes this increase.

2. [Issues 2 and 4] Health Benefits.

The essence of these two issues, explained below, concerns improvement in health care coverage for certain employees, concerning which the parties make conflicting proposals.

3. Retirement Pensions.

The Union proposes certain improvements in the present pension plan; the Employer does not accept these, proposing instead other improvements and activities.

4. See Issue 2, above.

5. Long-Term Disability.

The Union proposes to include a long-term disability coverage plan in the contract; the employer rejects this proposal.

6. Vacations.

The number of weeks of vacation that may be used (as distinct from accrued) is specifically limited by contract. The Union proposes to increase the number of usable vacation weeks; the Employer rejects that change.

7. Duration of the Agreement.

The parties agree that the new Agreement shall expire on 31 October 1989. The Union proposes that it be effective from the date of the expiration of the previous contract (31 October 1986); the Employer proposes that it become effective on the date of its adoption without retroactivity.

8. Grandfathering of a Single Employee.

The parties agree that a given work classification be deleted from the contract; the Union proposes that the single worker now in that classification be protected by "grandfathering"; the Employer rejects that proposal.

9. Wage Increases.

The parties cannot presently agree upon the amounts of the wage increases to be awarded to each of the several job classifications within the bargaining unit, for each of the three years of the new contract.

10. Cost of Living Allowance.

The Employer proposes to delete the cost of living allowance provisions from the contract, replace them with a lump-sum payment, declining in size, for each of the three years of the new contract. The Union rejects that proposal.

11. Amnesty.

Charges against the Union, by the Employer, are pending in another forum. The Union proposes that all such charges be permanently dropped; the Employer does not agree to grant amnesty in these matters.

4. Discussion: Overview, Criteria, and Comparability

The history of relations between these parties and of the negotiation leading to the present impasse, strongly indicates the need for patience and compromise on the part of both parties. In Section 5, below, the Fact Finder recommends a package of adjustments, some favoring each party, which will result in the most pressing needs of both being met. In some matters the Fact Finder recommends the outright adoption of the proposal of one party or the other; in other matters the Fact Finder recommends a contractual settlement between those proposed by the parties. While the differences between the parties are sharp, and strongly felt, they are not so vast as to make a healthy and durable settlement impossible; a reasonable three-year labor agreement is within the reach of the parties if they will each move part of the distance now separating them.

In making these recommendations the Fact Finder has given close attention to all of the testimony presented at hearing, and close scrutiny to the many evidentiary exhibits presented by both parties. The criteria used in making these recommendations include consideration of:

-- the lawful authority of the Employer;

-- the interests and welfare of the public, and the financial ability of the Road Commission to meet the costs of the agreement recommended;

-- the wages, hours, and conditions of employment of the members of this bargaining unit, as compared to those of other employees performing similar services, for comparable employers in comparable Michigan counties;

-- the cost of living, i.e., average consumer prices for goods and services;

-- the overall compensation presently received by the employees in this bargaining unit;

-- other factors, not confined to those above, normally taken into consideration in the determination of wages, hours, and conditions of employment in fact finding proceedings in public service.

Among the most critical factors in recommending resolution of the disputed issues is, of course, the county road commissions in Michigan taken to be properly comparable to the Lenawee County Road Commission. In this matter, as might be expected, the parties propose very different approaches. The Union presents, for making the needed judgments, the entire list of counties in Michigan, Lenawee being one of those 83 counties. [See: Ex: U-1] The Employer presents, for making the same judgments, a carefully selected list of 5 counties [Allegan, Branch, Calhoun, Eaton, and Hillsdale], chosen in view of geographical and financial circumstances it considers most important. [See: Ex E-14] The Fact Finder, in making the recommendations that appear below, finds merit and demerit in both approaches. A list selected to advance the argument of one of the parties is not fully acceptable; neither is the entire set of Michigan counties, which, at the extremes, differ very greatly from one another in size and population, in the amounts of money available to them for road maintenance, and in the number of miles of road, both primary and local, for which they are responsible.

To find a just resolution of this very central matter, the Fact Finder has given careful study to the relevant circumstances of all of the counties of Michigan. The 83 counties in the State of Michigan are grouped into nine geographical regions by the County Road Association of Michigan, of which the Lenawee County Road Commission is a member. [See: Directory: County Road Association of Michigan; Ex E-13] One of these is called the Southeastern Region, and contains 8 counties, including Lenawee. In making judgments in the recommendations below, the Fact Finder has determined that all of these Southeastern counties [Branch, Calhoun, Hillsdale, Ingham, Jackson, Monroe, and Washtenaw; Lenawee is excluded, of course] together constitute the appropriate group for comparison with Lenawee County. This approach is strongly supported by examining four factors of critical importance:

(1) Geographical situation. All of the seven counties in the comparable Southeastern Region lie at or near the southern end of the Lower Peninsula of Michigan and thus have similar geographical features; they experience very similar snow and climatic conditions, presenting comparable problems in road and drain maintenance.

(2) Demographic circumstances. Populations of the eight counties in the Southeastern Region vary, of course, but population density and size are similar throughout the Region, there being small and medium-sized cities in each, but no large urban areas; Wayne, Macomb, and Oakland Counties are all excluded from this Region.

(3) Miles of road. In both categories of road, primary and local, the seven counties in the comparable group are quite similar to Lenawee County. In the comparable Southeastern Region counties the average number of road miles is somewhat smaller than that in Lenawee County, but the mileage figures are close enough to mark this set as a very fairly comparable group.

(4) State monies distributed. Under the provisions of Act 51 of the Public Acts of 1951, as amended, monies are collected by the State by various kinds of taxation related to transportation, and distributed to the several counties as revenue to their road commissions. The amounts distributed to the 7 counties of the comparable group average somewhat more than that distributed to Lenawee County, but they are, from this point of view also, a fairly comparable set.

Three additional factors support the conclusion that this is the appropriate set of comparable Michigan counties. First, there is substantial overlap between the Southeastern Region and the set of counties proposed as comparable by the Employer; of the five counties in the Employer's set, three are in the Southeastern Region. Second, all of the counties in the Southeastern Region are included in the large set of comparables submitted by the Union. Third, the Southeastern Region is by no means an arbitrary cluster, but has been deliberately and formally constituted by the County Road Association of Michigan.

In addressing the complicated issues in dispute, the Fact Finder concludes that while comparison with the counties of the Southeastern Region is not controlling, of course, it does provide a a good base, and a very useful guide, in reaching reasonable and fair settlement.

5. Fact Finder's Recommendations

In the pages that follow the eleven issues in dispute are examined in series, in detail. Each is introduced by presenting the pertinent language of the most recent contract, which expired on 31 October 1986; the pages identified are those on which the pertinent passages appear in the printed cntract, Exhibit J-1. Following this appears a statement of the position of each of the parties on that disputed matter. Following that statement appears a discussion of the issue, and the recommendation(s) of the Fact Finder.

Issue #1: Leaves of Absence

Contract Language (p. 19): Article VIII, Section 5

> Section 5. The Employer agrees to grant reasonable time off without loss of seniority and without pay to an employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business; (1) provided (10) days written notice is given to the Employer by the Union specifying the length of time off requested; (2) provided the length of time off does not exceed a total of fifteen (15) calendar days per calendar year, and (3) provided no more than three (3) employees shall be granted such time off for such purpose at any one time.

Positions of the Parties:

The Union proposes that the 15 day limit, per calendar year, in Section 5 of Article VIII, be increased to 20 days per calendar year.

The Employer proposes that the present contract language be retained. The Employer also argues that this is not a mandatory subject of bargaining, and that therefore the Union has not the right to bargain this issue to the point of impasse.

Discussion

The objections, by the Employer, to the proposed alteration of the contract are essentially three:

1) That the issue is not one mandatory for bargaining, and therefore may not be bargained, by the Union, to the point of impasse. Whether, under PERA (the Public Employment Relations Act of Michigan) this is a topic properly considered "mandatory" depends upon whether it is viewed as affecting "wages, hours, or conditions of employment." That is an arguable matter, with a good case to be made on both sides. But the question does not need to be answered in these present proceedings, since the Fact Finder is not functioning as Arbitrator. Issues not properly mandatory would not properly be before an Act 312 Arbitration Panel; in that the Employer is correct. The job of the Fact Finder is to recommend a resolution based upon the facts of the present case; he is obliged to do that whatever might be decided (if anything is decided) later on that narrow question of the status of the issue. It is the merits of the issue, not its status, that is of chief concern here.

2) The Employer's principal objection lies in the fact that the extension to 20 days will "expose the employer to the loss of three employees for four weeks each to devote their time and attention to matters not even remotely linked to the Employer's mission" [E-Brief, pp.4-5]. But this concern is based upon hypothetical events that never have taken place, and are not likely to. Even with the lesser limit of 15 days now in effect, that limit has not -- as the Employer points out -- been fully exhausted by the Union. There is no reason to think the greater limit would encourage greater use of leave without pay, since it appears from the testimony of the Local Union President at hearing, under cross-examination by the Employer's Representative, that Union business is most often conducted on paid vacation time, to avoid the loss of pay. That being so, the likelihood of the abuse envisaged by the Employer seems exceedingly small.

3) The Employer also emphasizes, in its Brief (p.5), the fact (amply shown by Employer's Exhibit #11) that the present 15 day limit has not been utilized to its capacity. This does tend to show that there is no great need for the change -- but in showing that it also establishes the Union's point that there is virtually no probability that the Employer will be caused any disruption or other hardship by its use.

The longer possible leave of absence without pay, sought by the Union, will impose virtually no burden or risk upon the Employer, and would give the officers of the local Union, who lead an amalgamated group, the opportunity on rare occasion to take extended leave if it becomes necessary to do so. In the agreements of comparable parties in other counties it is common practice for extensive leave without pay -- as much as 30 or 60 days -- to be contractually provided for, with the proviso that the employers must be notified in writing 48 hours, or one week, in advance. Written notice ten days in advance is required in the contract in with the Lenawee County Road Commission. Therefore, extending the limit of such leaves without pay from 15 to 20 days would not be unreasonable, and would not be damaging to the interests of this Employer or the public.

<u>Fact Finder's Recommendation:</u>

The Fact Finder recommends the adoption of the change proposed by the Union, changing the language of Article VIII, Section 5, by replacing the words "...a total of fifteen (15) calendar days per calendar year..." with the words "a total of twenty (20) calendar days per calendar year..."

Issue #2 and Issue #4: Health Benefits

Contract:

Article IX, Section 6a (pp. 20-21)

a. Any Employee off on occupational health or injury or sick leave will be entitled to all benefits under this Basic Labor Agreement, except for accumulating sick leave days.

Article XII, Section 8c (p. 28)

For Employees who are laid off or are on a leave of absence pursuant to Article VIII, Section 2, the Employer will continue to furnish health insurance coverage for the month following the month in which the layoff occurred or the leave of absence was granted.

[Fact Finder's note: Article VIII, Section 2, here referred to, reads in pertinent part as follows: "An Employee who, because of illness or accident, which is non-compensable under the Michigan Worker's Compensation Law, is physically unable to report to work shall be given a leave of absence without pay, and without loss of seniority for the duration of such disability...."]

Positions of the Parties:

The positions of the parties in this matter are not readily formulable in ways that are agreed upon by both parties; the matter is very tangled, partly because of the interrelation of language in three different parts of the contract, and partly because an Arbitration Award, issued on 5 July 1986, [Ex E-15] further complicated the on-going dispute.

The parties are, understandably, now unsure as to the meaning of the existing language in the contract, and the nature and extent of the health insurance protections it provides. In their proposals, the parties therefore seek to elaborate upon the existing language, or delete portions of it -- but because the matter is spread over different portions of the agreement, such efforts have repeatedly failed.

The essence of the needs of both parties can be determined, however, from a careful review of the evidence and the record in this case:

The Employer is anxious to make clear that its responsibility to pay for the health benefits of employees injured off the job, not compensable under Michigan Worker's Compensation, be reasonably and precisely limited.

The Union is anxious to make clear that the contract does provide health insurance benefits for employees who have been badly injured or are very sick, whether on or off the job, for a reasonable period of time.

Discussion

The Fact Finder has struggled at great length with the existing language and the proposed amendments to it, to find a repair that will satisfy both parties. But this appears to be nearly impossible, given the bind into which the recent history of this dispute has tied both parties.

There is a way to cut through this tangle, however, which the Fact Finder recommends. Essentially it comes to this: the basic needs of both parties need to be identified, and new language devised that will satisfy those needs -- replacing those passages in the contract now creating these difficulties.

It is clear from the record of this Fact Finding proceeding that the Employer, understandably, seeks protection from a situation in which health benefits would have to be paid to an employee, injured off the job, for a period as long as four years (as a result of contract renewal) if limiting language is not built into the agreement. It is also clear from the record that the Union seeks to avoid the 52-week maximum which was discussed in an earlier arbitration opinion, and now appears in the Employer's proposals.

It is possible to avoid both of these risks, to both parties, as the discussion between the representatives of the parties at hearing made evident. When the Employer's representative, Mr.Kluck, was interrogating the Union President, Mr. Lewis, and the Union's representative, Mr. Kluck plainly exhibited his belief that under the Union proposal the Employer might be exposed to four years of benefit payments. The Union Representative, Mr. Kemp, responded unambiguously as follows: "My position has always been, in any dialogue that I've had with anyone, it's 24 months from the date of injury or illness." The "it" referred to is the period of health benefit called for. The Employer's representative rejoined with forceful argument to show that the actual Union proposal did not assure that 24-month limit. But the Union's representative stated plainly that he believed it it did.

This quarrel over the appropriate interpretation of the confusing language in the existing contract points to the way in which the dispute can be bypassed with mutual satisfaction.

Fact Finder's Recommendation

To resolve the conflicts in both Issue #2 and Issue #4, the Fact Finder recommends that new contract language be devised, jointly formulated and jointly agreed upon, and replacing the existing contract language that has caused confusion and uncertainty, which will plainly provide that:

a) For employees not compensable under the Worker's Compensation statute, health benefits for which the Employer is responsible will be 24 months from the date of injury or reported illness; and that

b) For employees not compensable under the Worker's Compensation statute, health benefits for which the Employer is responsible will be limited to 24 months, without regard to the point in the life of the contract at which the injury takes place; and that

c) For employees on sick leave, and those injured on the job -- that is, for employees whose leave is "occupational" -- the normal entitlements to all benefits under the labor agreement (except for the accumulation of sick leave days) as presently provided for in Article IX, Section 6a, will be protected.

With the language of the contract thus cleansed of ambiguity, and the extent and limits of health benefit coverage clarified, these two issues can be resolved together in a way that meets the essential needs of both parties.

Issue #3 Pension Plan

Contract: Article XII, Section 7

Section 7. For the duration of this Agreement, the Employer agrees to continue the present retirement program(s)

Positions of the Parties.

The Employer agrees to increase its contribution to the existing pension plan by 1% in the third year of the contract, as the Union has proposed. The Union proposes a further addition of 1% in the first year of the contract; the Employer proposes, instead, to establish, during the second year of the contract, that a Pension Committee be established, consisting of up to two representatives of the Union and up to two representatives of the Employer, to review the existing pension plans and to make recommendations for a change to take effect in the third year of the agreement.

Discussion:

The retirement programs in effect for the members of this bargaining unit are plainly in need of review, as both parties agree. There is also agreement between them that a substantial additional contribution be made, by the Employer, during the third year of the coming contract.

What other changes, if any, are called for in the pension programs are matters needing careful investigation and joint deliberation. The Employer expresses the willingness to examine this matter in a healthy context -- before the negotiations for the following contract begin, and by a formal Pension Committee with an equal number of representatives of both parties. That is a sensible proposal, well-calculated to protect the Employer against commitments it cannot sustain, while providing an opportunity to examine thoughtfully the serious needs of the Union in this sphere. Undertaking such an examination, without an immediate deadline, and by a knowledgeable committee fairly representing both parties, genuinely increases the likelihood of an eventual resolution with which both parties can live for a period of many years.

The Employer's proposal, wise in outline, is adjusted in the Fact Finder's recommendation, however, to insure the earliest possible commencement of the needed Pension Committee review.

Fact Finder's Recommendation:

The Fact Finder recommends that, as both parties have agreed, the Employer's contribution to the pension plan now in existence be increased by 1% during the third year of the coming contract. Additionally, in accord with the spirit of the Employer's proposal, the Fact Finder recommends that a Pension Committee, consisting of up to two representatives from the Union and up to two representatives from the Employer, be formally constituted and begin its examination of existing retirement programs during the first year of the coming contract, or as soon as possible after the ratification of that contract, and that this Pension Committee make its recommendations to both parties at the earliest

convenient date, but in any case no later than the end of the second year of the coming contract.

Issue #4: See Issue #2, above;
#2 and #4 are discussed together.

Issue #5 Long-term Disability Benefits

Contract Language:

None. There is no provision for long-term disability benefits under the terms of the recently expired contract.

Positions of the Parties:

The Union proposes that a long-term disability program, paid for by the Employer, be initiated with the new agreement, to take effect during the second year of the contract. The proposed program would provide benefits beginning after 26 weeks of disability, under some agreed-upon disability coverage plan purchasable using 1% of the wages currently paid to bargaining unit members. The Employer rejects the proposal that such a long-term disability benefit plan be included in the new contract.

Discussion:

The possibility of long-term disability, with its dreadful financial impact upon a worker and his family, understandably encourages thinking, by both parties, about the eventual inclusion of protection against such a catastrophe as a benefit in the basic labor agreement. This would be a large and expensive step, however, and one that ought not be taken without the carefully negotiated agreement of both parties. It is, moreover, a step that has been taken by few or none of the road commissions of most comparable counties. Desirable as it may be to have such a program in the long run, the Fact Finder concludes that reaching an agreement on the matters now in dispute between these parties will necessitate at least the postponement of such a major change.

Fact Finder's Recommendation:

The Fact Finder recommends that the new contract not include a long-term disability benefit plan.

Issue # 6: Usable Vacation Time

Contract Language: Article XIV, Vacations;
Section 1. (p.29)

Section 1. All regular full-time Employees having completed one (1) or more years of continuous employment with the Employer since their last date of hire, shall receive vacation pay in accordance with Schedule "A". Vacation pay shall equal the employee's daily pay rate for each day of vacation at the employee's regular straight-time [sic] hourly rate:

SCHEDULE "A"

Years of Continuous Service At Anniversary Date	Days of Vacation With Pay
I Year:	6 days
2 Years:	9 days
3 Years to 9 Years:	12 days
10 Years to 14 Years:	15 days
15 Years to 19 Years:	18 days
20 Years to 24 Years:	25 days
25 Years to 29 Years:	30 days
30 Years and over:	35 days

Employees shall not be entitled to accumulate vacation leave and all vacation leave not used shall be forfeited.

Any employee eligible under Schedule A above for vacation in excess of four (4) weeks will receive pay in lieu thereof. Employees eligible for more than four weeks (4) of vacation will be paid for all vacation eligibility in excess of said four (4) weeks on the employee's anniversary date. The Employer and the Employee may, by mutual agreement, agree to one (1) additional week of accrued vacation for those Employees eligible for more than four (4) weeks of vacation with pay.

Positions of the Parties:

The Union proposes to increase the number of weeks of accrued vacation time that may be used as vacation (dealt with in the final paragraph of Section 1, above) from four to five. The Employer rejects this change.

Discussion

The schedule of vacation accrual, negotiated some time ago, is not at issue in this dispute; what is at issue is the usability of vacation time already accrued. Under the language of the just-expired contract the Employer has the discretion to permit the use of a fifth week of accrued vacation; under the Union proposal the use of that fifth week would be a matter of the employee's entitlement, if it had been accrued. The the sixth week, if accrued, would be usable only with the agreement of the Employer.

The Union argues that the restriction in the number of usable weeks was introduced in negotiations in the early 1980s, when a severe cut-back and consequent substantial drop in the work-force made the full use of accrued vacation a serious problem for the Employer. Since then, the Union points out, the work-force has returned to normal, and the justification for that restriction in use no longer exists. This is further shown, the Union argues, by the fact that when employees are absent on vacation the deployment of workers in the various activities is adjusted, but replacements are not hired nor is overtime by others required. Adjusting the uses of the available work-force is, indeed, the common and prudent practice of the Employer.

The Employer points out that there are many varieties of leave available to members of the bargaining unit: funeral leave, sick leave, and so on, in addition to vacation -- and that a drop in productivity by this Road Commission would adversely affect its ability to contract with the State and others who use its services.

The Fact Finder first notes that, in actual recent practice, (as testimony at hearing made very clear) the fifth week of usable vacation time, when sought by the employee, has not been refused by the Employer. Adopting the Union proposal, therefore, although it does restrict the discretion of the Employer, puts no practical burden upon it, and of course no financial burden.

It is also to be noted that the rub in this matter arises only at the high end of the seniority scale, where more than four weeks of vacation time can be earned. Those at the lower end of the scale, earning less than four weeks per year, are obliged to use that vacation time, and may not be paid for it if vacation time is accumulated. It would appear that the using of vacation time is in many contexts not a bad thing for the Employer, but rather one it insists upon.

The accrual of more than four weeks of vacation time is a matter that has been negotiated, as vacation time, and there is good reason to conclude that one who has been a faithful employee of the Commission for twenty or thirty years, or more, is indeed entitled to use the vacation earned as a consequence of this seniority. Productivity, which is the Employer's rightful concern, is likely to be improved by the refreshment of senior workers, and the higher morale that the usability of longer vacations will promote.

The Fact Finder concludes that the interests of the Union in this matter are weightier than those of the Employer. The fact that there are other kinds of leave also available under the contract is not terribly relevant; sick leave is for sickness, funeral leave for funerals, and so on. Vacation weeks are earned for vacations, and all may be well-served if they are used for the purpose they were originally designed to advance. There will be no real damage done to the Employer as a result of this change, and the interests of the public served by the Commission may be advanced by the greater work satisfaction it will permit.

Fact Finder's Recommendation:

The Fact Finder recommends the adoption of the Union proposal, increasing the number of usable weeks of vacation time accrued from four to five, and retaining the discretion of the Employer for the use of an additional, sixth week.

Issue #7: Duration of the Agreement

Contract:

The previous contract having expired on 31 October 1986, the language within it pertaining to contract duration is not relevant to the present dispute.

Positions of the Parties:

The Employer and the Union are in accord in seeking a multi-year agreement, and they also agree that the new contract should expire on 31 October 1989. They differ, however, about the date upon which the new contract should become effective: the Employer's position is that it should become effective on the date it is signed; the Union's position is that it should become effective on the day following the expiration of the previous contract, 1 November 1986. The benefits provided by the new contract, under the Union proposal, would be calculated from 1 November 1986; under the Employer's proposal they would be calculated from the date of ratification.

Discussion:

The Employer argues, correctly, that the date at which a contract becomes effective is purely a matter for the agreement of the parties. The old contract expired; it was not renewed. Because the members of the bargaining unit were obliged to return to work, the terms and conditions of that old agreement have been followed. From the Employer's point of view, however, the contract now being negotiated should take effect on the date it is executed by the parties, and not before. A gap between contracts the Employer does not find troubling.

For the Union, continuity between the effective period of the old contract and the new one is a matter of great concern. More than the benefits provided under the new agreement, for the months between expiration and new signing, are at issue. The Union is concerned that, at some point in the future, questions that are now unforeseeable may arise concerning the entitlements of bargaining unit members as a consequence of any gap allowed between contracts; the insecurity arising from such a gap the Union finds intolerable.

There are no absolute rights and wrongs in a dispute of this kind; it is, as the Employer says, a matter upon which the parties need to reach agreement, and one upon which they should be able to do so. The Fact Finder has weighed the arguments and reviewed the bargaining history, and concludes that, all things considered, in this matter the Union arguments are the stronger.

There are four reasons for this. First, there is merit in the Union concern regarding continuity. The Employer points out, in its Brief, that Union worries about discontinuity possibly impacting upon such matters as pension eligibility at a later date, are merely hypothetical at present, and that no evidence, documentary or testimonial, has been submitted to support the hypothesis. That is so. But the Union concern is nonetheless a real one, and the anxiety of bargaining unit members, whose entire well-being may prove to be at stake as a result of the decision made now, is also real and not foolish. Continuity of contracts is a benefit, in fact, to all parties concerned, since it avoids, for the Employer as well as for the Union, controversies and confusions about what was or should have been the case during

the period of no-contract -- and such controversies can lead to disruptions that are not in the interest of the Commission, or of the general public.

Second, the benefits provided by the new agreement -- while they could be calculated from any date mutually agreed upon -- are not unreasonably calculated from the date of the expiration of the old contract. Wage increases, for example, may be in part justified by the length of time during which the old rates had been in effect, and in that case the delay of those increases to the signing of the new contract results in a de facto agreement to extend the old contract for a period of many months -- an agreement the Union would understandably find difficult to accept.

Third. If, as the parties agree, the contract is to expire on 31 October 1989, it can be a full three-year contract only if it becomes effective on 31 October 1986. And that is a consideration of some weight, since the calculation of wage increases, and the like, specified by year of contract, are unambiguous when the period of its effectiveness is precisely three years. Were the period of its effectiveness to be substantially less than three years (as under the Employer's proposal) ambiguities might arise concerning the time-applicabilities of the provisions of the new contract; these ambiguities would be invitations for dispute, tension, and the consequent disruption of service to the public properly served.

Fourth. The Fact Finder notes that, in negotiating contracts after the expiration of previous contracts, it is the common and very widespread practice to agree upon a new contract effective the day after the expiration of the old one, without gap. The Union proposal has the great merit of maintaining an established and well-understood pattern of labor relations.

One strong argument, presented succinctly in the Employer's Brief, deserves respectful response. Following the expiration of the old contract there was, as the representative of the Union frankly admitted, a strike lasting some weeks. It "violates common sense" the Employer contends, for benefits to be paid from a date that precedes that withdrawal of services. While this may overstate the matter somewhat, the historical circumstances do tend to make the recalcitrance of the Employer on this matter understandable. But here, as in every situation in which what is sought is an agreement that looks to the future and not to the past, the parties and the public are best served if, notwithstanding the great tension of those days in late 1986, a series of accords are mutually built -- accords that deal constructively with present and future relations, rather than past bitterness.

Issue #8 Grandfathering of a Single Employee

Contract:

The recently expired contract contains, in Appendix A, Job Classifications and Hourly Rates of Pay Therefor, the classification:

"HIGHWAY WORKER III-B"
Semi-Truck Operator with pup.

Positions of the Parties:

The Union and the Employer agree that the III-B classification should be deleted from the new contract, since the equipment to which it refers [a semi-trailer truck, with an additional small trailer, called a "pup" hitched on behind] is no longer in use. The Union contends, however, that the single employee who has been working in that classification, be "grandfathered" -- that is, that his rate of pay be calculated in the old way, although, there being no such classification, no other employees will be so treated. The Employer proposes that the classification be deleted, simply, and that employee be paid according to the classification in which he works.

The Union points out, at hearing, that the reason there will be no need for that classification is that the Employer has made the judgment -- apparently based upon computer calculations of efficiency -- to eliminate the use of that pup. With the pup cut out, that employee is driving, essentially, the same truck he has been driving under III-B, and taking a reduction in pay (of nine cents per hour) because of this managerial decision. The Employer points out that this employee is free to bid on work with other pieces of equipment (which he has at times refrained from doing), and that he is sometimes assigned in the Highway Worker IV classifications, at which times he is paid for work at that level. Moreover, there is no provision in the contract, and has been none, for grandfathering of the kind sought by the Union.

The Fact Finder concludes that in this matter it is the Employer's approach that is the more efficient, the fairer, and, all things considered, the wisest. Testimony reveals that the single worker involved in this dispute has been in this classification, driving a trailer with a pup, since about 1979; it is understandable that he should feel a certain proprietary interest in the retention of that classification, or at least its advantages. Length of tenure in a job is important, and does count. But that period of years as Highway Worker III-B does not entitle him to the rate of pay given to that classification when the work done in that classification is no longer being done. It is unfortunate that some technical changes in operations -- decisions rightly made by management in the interest of the public served -- will eliminate certain classifications of work. It would be unfair -- inequitable to the other workers, and unfair to the public which must pay -- that one employee continue indefinitely to be paid at a rate higher than the rate normally paid for the work he will be doing. In spite of the burden the change unavoidably imposes, that unfairness ought to be avoided in the new agreement.

There is another consideration supporting the Employer in this matter. Not only past, but future practice is at issue. There has been no pattern of grandfathering in this work force, testimony reveals. But once the practice is incorporated into a new contract, that decision may serve as the justification for other, similar inefficiencies in later contracts. All parties are best served, in the long

run, if the classifications are made intelligently and carefully, and then relied upon cleanly and consistently.

Fact Finder's Recommendation:

The Fact Finder recommends that the classification "Highway worker III-B, Semi-Truck Operator with pup" be simply deleted from the Appendix of the contract, and that no grandfathering be built into the new contract.

Issue # 9 Wage Increases

Contract:

The recently expired contract, in Appendix A, provides the full list of job classifications and rates of pay therefor.

Changes in the hourly rates of pay, in accordance with the terms agreed upon in negotiations leading to that contract, yield hourly rates, as of March 1987, 12 cents per hour higher, in each classification, than was being paid by the Employer when the contract expired on 31 October 1986.

Positions of Employer

The Employer proposes wage increases, across the board, as follows [based on rates as of March, 87]:

Effective the first full payroll period after ratification of the new contract:
2 and 1/2%

Effective the first full payroll period after 1 November 87:
1 and 1/2%

Effective the first full payroll period after 1 November 1988:
1%

Position of the Union

The Union proposes wage increases, across the board,
as follows [based on the rates in effect on 31 November 86]:

Effective 1 November 1986: 3 and 1/2%

Effective 1 November 1987: 3%

Effective 1 November 1988: 2 and 1/2%

Discussion

Of all the matters in dispute, wage increases are, of course, the most central, the most difficult, and the most complicated. The Fact Finder, in the analyses and recommendations below, has studied, very carefully, the many exhibits provided by both parties; he has, using figures provided by both parties, calculated the relative position of the Lenawee County Road Commission, as compared with other road commissions in the Southeastern Region, and calculated as carefully as possible the impact of alternative possible resolutions of the dispute.

In determining comparability there is always the difficulty, of course, arising from an inability to know -- except in a very few cases -- what the behavior of other, similar road commissions will be in the future. We must be guided, as thoughtfully as possible, by the present relative status of Lenawee County, our knowledge of the

work and burdens of this Commission and its employees, and the needs of the public it serves. Also relevant is the financial ability of the Commission to meet the contractual obligations proposed, a matter upon which a number of exhibits submitted by both parties shed considerable light. Further, in establishing wage increase levels for the coming years, the financial burdens imposed by the recommended resolutions of other issues in dispute -- especially that pertaining to the cost of living adjustment [COLA], addressed under Issue #10, below -- must be borne in mind.

One other difficulty, is determining the performance of other comparable units in the public sector, should be remembered: in the contracts and comparisons provided as exhibits by both parties the classifications of workers used in the several counties are in many cases different from one another, some contracts grouping together various kinds of workers that other contracts treat separately. All such matters need to be taken into account.

In formulating his analyses and recommendations, the Fact Finder has used the 3-year framework strongly recommended under Issue #7, above. With this approach, we base the analysis upon the hourly rates in effect on 31 October 1986, and reach, as rationally as possible, the percentage increases appropriate from that base, and the hourly rates resulting, effective for each of the three following years, beginning on the first day of November of 1986, 1987 and 1988 --the three years of the new contract.

In Table One, immediately below, appear the several classifications of workers in this bargaining unit, with the hourly rate of pay for each, as of 31 October 1986. (Immediately to the right of each rate, in parenthesis, appears the rate actually in effect as of March, 1987, which, however, will not be used in the calculations that follow.

Table One

Highway Worker I
$9.47/hr (9.59)

Highway Worker II
9.60 (9.72)

Highway Worker II-A
9.64 (9.76)

Highway Worker III
9.75 (9.87)

Highway Worker III-A
9.89 (10.01)

Highway Worker III-B
9.98 (10.10)
(to be deleted in new contract)

Highway Worker IV
10.15 (10.27)

Highway Worker IV-A
10.32 (10.44)

Highway Worker IV-B
10.28 (10.40)

Weighmaster
9.89 (10.01)

Bookkeeper
8.81 (8.93)

Computer Operator
8.81 (8.93)

Receptionist Clerk
8.81 (8.93)

Engineering Aide I
9.69 (9.81)

Engineering Aide II
10.54 (10.66)

The first task of the Fact Finder was to determine, as nearly as possible, the relative position of the Lenawee County Road Commission, in comparison to the commissions of the comparable counties in Southeastern Michigan. Using evidentiary material supplied both by the Employer and by the Union, it may be determined that, as of 31 October 1986, in Lenawee County the hourly rates for highway workers are, in the highest classifications, almost exactly -- to within one penny -- at the average of the comparable Southeastern counties. In the lowest classifications the average of the comparable counties is 2% higher than the rates in Lenawee. Averaging that performance, the Fact Finder concludes that a 1% increase will be essential to bring the workers in Lenawee County to the average level for the Southeastern Region.

What increases other counties will provide for the coming years cannot be known in most cases. But some information is available, and useful. In Eaton County, for example, which is not in the Southeastern Region, but is one of the counties chosen by the Employer as comparable, the percentage increase from 1986 to 1987 was 3%, and the increase from 1987 to 1988 will also be 3%. [Ex E-5 and E-6] Eaton is almost exactly on a par with Lenawee in the lower classifications, behind Lenawee in the higher classifications. A 2% increase is probably needed to keep Lenawee in its present relative position; adding to that the needed 1% catch-up factor, the Fact Finder concludes that, for the first year of the new contract (effective 1 November 1986) the increase, across the board, should be 3%. This is somewhat less than the Union proposes, somewhat more than the Employer proposes.

For the second year of the new contract an increase of 1 and 1/2%, across the board, (effective 1 November 1987) will very probably maintain the appropriate relative position of the Lenawee County Road Commission. This is the percentage proposed by the Employer.

For the third year of the new contract, effective 1 November 1988, the increase appropriate would depend upon the rate of inflation at that time -- which of course we cannot know now. In view of the recommendation forthcoming, under Issue 10, below, concerning the cost of living allowance, the Fact Finder concludes that the acceptance of the Union proposal for the third year, an increase of 2 and 1/2% across the board, is reasonable and fair.

With these increases, as just outlined, the hourly wage rates of the members of this bargaining unit should remain very close to the mean of the rates being paid by the appropriately comparable Michigan counties in the Southeastern Region.

Fact Finder's Recommendation:

The Fact Finder recommends wage increases, across the board, as follows:

Effective 1 November 1986: 3%

Effective 1 November 1987: 1 and 1/2%

Effective 1 November 1988: 2 and 1/2%

For the period between 1 November 1986 and the date of the signing of the new contract, the increments between the amounts that were actually and those payable under the schedule above, should be paid in a lump sum at the first full payroll after ratification of the new contract.

In order that the impact of this recommendation be clear, and its content unambiguous, the Fact Finder has calculated, and presents in Table Two, immediately below, the hourly rates of pay these percentage increases would yield, based on the rate in effect on 31 October 1986, as shown in Table One.

Table Two: Hourly Rates Recommended for Each of the Three Years beginning 1 November 1986, 1987, and 1988.

Classification	rate/1Nov86	rate/1Nov87	rate/1Nov88
HW I	$9.75	9.90	10.15
HW II	9.89	10.04	10.29
HW II-A	9.93	10.08	10.33
HW III	10.04	10.19	10.44
HW III-A	10.19	10.34	10.60
HW IV	10.46	10.62	10.89
HW IV-A	10.63	10.79	11.06
HW IV-B	10.59	10.75	11.02
Weighmst.	10.19	10.34	10.60
Bkkeep.	9.07	9.21	9.44
Comp. Op.	9.07	9.21	9.44
Rec. Cl.	9.87	9.21	9.44
Eng. A. I	9.98	10.13	10.38
Eng. A. II	10.86	11.02	11.30

Issue #10: Cost of Living Allowance [COLA]

Contract:

Appendix B of the recently expired contract contains, in seven extensive Sections, a detailed program for determining cost of living allowances, based upon changes in the official Consumer Price Index, subject to a ceiling of ten cents per hour per quarter.

Positions of the Parties

The Union proposes that the new contract retain the COLA provisions intact. The Employer proposes to delete the COLA provisions, and in place of them to make three, lump-sum, one-time payments, to only those employees on the active payroll at the time of payment. These three payments would be:

First year: $750
Second year: $350
Third Year: $150

Discussion

Cost of Living Allowances are important protections for employees during a period in which inflation is high or rising sharply. They are a heavy burden for the Employer not merely because of their cost, but because of the uncertainties they create about the extent of those costs. The COLA in the recently expired contract has a ceiling, which limits the Employer's exposure -- but if that ceiling were reached, the cost to the Employer would be difficult for the Road Commission to bear.

The present period is not one in which the rate of inflation is volatile, and although that rate appears to be going somewhat higher than it has been in very recent years, its return to the frightening levels of the 70s is held by best economic opinion to be not probable.

All things considered, therefore, the Fact Finder concludes that the deletion of the COLA provisions, and their replacement by a series of three, yearly, lump-sum payments is a prudent course for these parties. Expectations on both sides will be clear, costs to the Employer will be known well in advance, and -- if the payments are set at reasonable levels -- employees will be protected against small rises in the Consumer Price Index.

The amounts of those three payments, however, should be somewhat higher than those proposed by the Employer, if the employees are to be fairly protected. Testimony at hearing reveals that the cost of COLA, to the Employer, has averaged (over the past ten years or so) about 2 and 1/2% of the payroll. Assuming a rise in the cost of living approximately like that recently experienced, the payments appropriate would be fairly calculated on that basis. From the lowest to the highest classifications, the amounts yielded by the 2 and 1/2% figure (applied to the rates recommended for the second year of the contract) range from $497 to $553. The Fact Finder concludes that a payment of $525 to each employee on the active payroll, each year of the contract, at the last full payroll of that year, would be a fair replacement of the cost of living allowance.

The Union points out that there has been a COLA provision in the contract between these parties for a long time, and giving it up will not be easy. But it is also true, as the Employer points out, that COLA provisions are not generally included in road commission contracts, and have fallen more and more out of favor with bargaining parties in recent years. The plan for replacement of COLA recommended here takes account of both of these arguments, and provides protection that is in some ways even better for the Union, and is also better for the Employer.

This recommended change has the following merits: it protects the employees, and it enables the Employer to know with certainty the cost of this provision and to plan for it. Moreover, -- because this is not a declining set of payments -- this recommendation leaves entirely open the question of whether, in the years of the following contract, such payments should be reduced or enlarged, retained or discontinued.

Fact Finder's Recommendation:

The Fact Finder recommends that the cost of living allowance, as such, detailed in Appendix B of the recently expired contract, be deleted, and that it be replaced with a provision for three lump sum payments, to be made to each employee on the active payroll at the last payroll period of that contract year. These payments should be:

First year: $525
Second year: $525
Third year: $525

Issue #11 Amnesty

Background:

After the expiration of the last contract there was a three week work stoppage by the members of this bargaining unit. The Employer has filed charges of unlawful concerted action with the Michigan Employment Relations Commission; the outcome of those proceedings remains pending as this Report is being written.

Positions of the Parties:

The Union proposes that, in connection with the signing of a new contract, all charges against it be dropped, and a full amnesty pertaining to the events in question be agreed upon.

The Employer rejects the proposed granting of amnesty for employees who may be found to have engaged in unlawful concerted activity.

Discussion:

As the parties agreed, this is a matter upon which evidence of the ordinary sort cannot be submitted. The question here is not what was done, or whether it was, in fact, unlawful concerted activity -- but whether the conflicts arising from that activity are now to be put aside, in the interest of harmonious labor relations, or pursued, with possible penalties to the Union resulting.

This is not an easy matter for the Fact Finder to address. It is delicate, tied to a host of personal as well as institutional disagreements, and is a matter that has festered in such a way as to be very sensitive, even inflamed, for both parties. The Fact Finder would be obtuse not to recognize these difficulties; he understands that on this matter there must be some real give between the parties, and his task is to recommend the wisest course to effect resolution.

The Employer's position on this matter, expressed at hearing and re-formulated in its Brief (p.28) is very forceful and deserves great respect. Charges against the Union have been filed with MERC; the Employer points out that how that matter will be resolved, and what the consequences will be, are matters for MERC alone to decide. Correct. Therefore, the Employer contends, the resolution of such charges is "beyond the jurisdiction of the Fact Finder." Yes and no. Certainly it is beyond the jurisdiction of the Fact Finder in the sense that he has not been assigned the task, or given the authority, to determine the justice of charges, filed with MERC, regarding those past events. The Fact Finder's jurisdiction, however, does extend to the making of recommendations on all matters which concern the facts of the present impasse in negotiations between these parties; the reality that such charges have been filed is one of those facts seriously affecting the ability of the parties to reach settlement. What action might now be taken regarding those charges, therefore, or possible disciplinary action by the Employer, is appropriately within the sphere of this Fact Finder's report and recommendations.

The Employer makes two other points. The first, in its Brief, is this: If the Fact Finder were to recommend that public employees "should be able to engage in strikes with impunity" such a recommendation would foster the continued belief, already too widely spread, that the Public Employment Relations Act (which

governs all such matters in Michigan and renders strikes by public employees unlawful) should be disregarded. This hypothetical proposition is correct, but the antecedent within it would never be the case; the Fact Finder would not and will not recommend that strikes be engaged in with impunity; no recommendation made in this report can have, or should be taken to have, that sense.

Second, the Employer pointed out, at hearing, that it "cannot be bound by any request of the Union for a waiver of its management prerogative to take disciplinary action" against employees who did act in violation of PERA. As stated that is strictly true: the Employer cannot be bound by any such request. But that leaves open the question of whether, although not bound to do so, the Employer should agree now to forgo all disciplinary action in the interest of a healthy settlement.

The Fact Finder concludes that that should be done. Upon reviewing the many and exacerbated tensions in this labor dispute, he concludes that there is not likely to be a solid reconciliation of differences, hearty agreement upon a contract, or, very importantly, good and steady service to the people of Lenawee County until the great bitterness arising out of the events associated with that work stoppage is thoroughly buried.

It is difficult to rebuild mutual trust under present circumstances, but that difficulty is compounded by formal charges filed and pending, and by the lingering threat of disciplinary action for events of an earlier year. It is within the power of the Employer to agree that, for the sake of a strong, 3-year contract along the lines here recommended, it will not pursue any punitive actions, by itself or with the Michigan Employment Relations Commission. Such an understanding can induce the Union to respond with a similar effort to prove its reliability and good faith. Such a step, gracious on the part of the Employer, is also useful to it, if and only if it goes hand in hand with a stable and satisfactory labor agreement. In this way it can be the base of a period of years of reasonable harmony between these parties.

The word "amnesty" is derived from the Greek for "forgetting," and is related to the complete loss of memory of one afflicted with "amnesia." Deliberate, restrained amnesia, amnesty, is the wisest course in this controversy, and the course this Fact Finder believes needed in the interests of all.

Fact Finder's Recommendation:

The Fact Finder recommends that, in the interest of lasting and harmonious relations between these parties, all charges or disciplinary action arising from an alleged unlawful work stoppage be dropped and forgone, and that full amnesty in these matters be agreed upon as one element of a contract settlement fully accepted by both parties.

6. Summary of the Fact Finder's Recommendations

In this Report the Fact Finder, having closely examined the evidence and argument presented by both parties, has recommended a resolution to each of the eleven issues remaining in dispute. For an exact and detailed account of those recommendations and the reasons behind them, the reader should refer to the analyses of each of the issues treated separately, appearing earlier in these pages.

Here follows, for convenience, a summary list of the recommendations of the Fact Finder. The page number in brackets after each issue number is that upon which, in this Report, that issue is treated in detail.

The Fact Finder Recommends:

Issue # 1: [See page 8] That the permissible number of days of leave, without pay, for the conduct of union business, be increased to 20. [Union proposal]

Issue # 2 and #4: [See page 10] That, for workers not compensable under the Worker's Compensation statute, the health benefits for which the Employer is responsible be 24 months from the date of the injury, neither more nor less; and for employees on "occupational" leave -- that is, on sick leave or injured on the job -- the normal entitlements to all benefits under the agreement (except the accumulation of sick leave days) be protected. [New proposal]

Issue #3: [See page 13] That the Employer's contribution to the pension plan be increased by 1% during the third year of the contract; and that as soon as possible after ratification a Pension Committee be established with an equal number of representatives of the Employer and the Union, to examine the pension plan in effect and make recommendations no later than the end of the second year of the coming contract. [Employer's proposal, amended]

Issue #5 [See page 15] That no long-term disability insurance plan at the Employer's expense be included in the coming contract. [Employer's proposal]

Issue #6 [See page 16] That the number of usable weeks of accrued vacation time be increased from four to five. [Union proposal]

Issue #7 [See page 18] That the new contract, expiring on 31 October 1989, be a full three-year contract, the first year of that contract beginning on 1 November 1986. [Union proposal]

Issue #8 [See page 20] That the classification Highway Worker III-B be deleted from the new contract, without grandfathering. [Employer proposal]

Issue #9 [See page 22] That wage increases, across the board, be established for the three years of the new contract as follows:

First year, effective 1 November 1986: 3%
Second year, effective 1 November 1987: 1 and 1/2 %
Third year, effective I November 1988: 2 and 1/2%

[See Table Two, on page 27, above, for an account of the hourly rates resulting, for each classification, for each of the three years.] [New Proposal]

Issue #10 [See page 28] That the cost of living allowance provisions be deleted, and that they be replaced by three lump-sum payments to each employee, each payment to be $525. [Employer's proposal, amended]

Issue #11 [See page 30] That a full amnesty, for all matters arising from an alleged earlier work-stoppage, be agreed upon as one element in a fully settled 3-year labor agreement. [Union proposal.]

The Fact Finder would emphasize that the several recommendations in this report are inter-connected; wage increases and payments in place of cost of living allowances are closely related, for example, and have been carefully calculated with this connection understood. Similarly, all other matters are tied together and ought not be taken out of context. Above all, the amnesty recommended can only be realized as part of a fully settled contract, in which all outstanding matters in dispute have been resolved.

As a set, these recommendations, arising from a careful analysis of the facts of the dispute, provide the foundation for a settlement that is fair, whose costs are within the financial ability of the employer to sustain, and that meets the essential needs of both parties. The Fact Finder urges their adoption as a set, and extends his most sincere wishes, for contentment and prosperity, to Union and Employer both.

Respectfully submitted,

Carl Cohen

Carl Cohen
Fact Finder

15 June 1987

16 Ridgeway
Ann Arbor
Michigan 48104