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In the Matter of Statutory Arbitration
between

City of Dearborn, Michigan

- and -

International Association of Fire Fighters
Local 412, AFL-CIO

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

AND

ORDERS

ARB
Dearborn
City of

11/11/70

This is an arbitration pursuant to Act No. 312, Michigan Public Acts of 1969.

Arbitration Panel: Charles M. Rehmus, Chairman
Joseph R. Kovach, Delegate representing
the Union
(No delegate was designated by the City)

I. Background

On January 27, 1970, the Dearborn Fire Fighters Union requested the City of Dearborn to begin renegotiations on wages and other economic benefits, (Un. Ex. 1) no written contract having existed between the parties. This request was repeated on February 2, 1970, (Un. Ex. 2) and negotiations began on February 13. In March a tentative agreement was reached between the Union and City's negotiators, involving a substantial wage increase and an unspecified but substantial increase in longevity payments. (Tr. 24-27) This agreement collapsed when City negotiators reported to the Union that they had been unable to "sell" the settlement. (Tr. 26). The Union then modified and spelled out its original demands in greater detail, including a request for a full written contract and a wage increase higher than its original wage proposal. (Un. Exs. 5-7). In May and early June a state mediator held several meetings with the parties which resulted in an exchange of new written proposals between them, including the City's first and only offer of a written contract. (Un. Ex. 8). The mediator attempted to obtain an agreement on economic matters that would be effective on July 1, 1970, with the understanding that non-economics would be settled after that time. When this proved impossible the Union sought arbitration under Public Act 312 because City representatives stated that they were at an impasse. (Tr. 29-52; Un. Exs. 10-11).

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City officials took no action to appoint a statutory arbitration panel member despite repeated requests to Mayor Orville Hubbard from the Union and from the Chairman of the Michigan Employment Relations Commission. (Un. Ex. 14). The Employment Relations Commission then moved to fulfill its statutory obligations by appointing Charles M. Rehmus as Chairman of a Panel of Arbitrators. (Un. Ex. 15). A majority of such a panel being empowered to act under Public Act 312, the Panel repeatedly requested Mayor Hubbard to appoint a Panel member and to instruct City officials to give evidence and testimony at the Panel's hearings. (Un. Ex. 16). Mayor Hubbard never replied to any of these requests, and the City was not represented on the Panel or in the hearings.¹

II. Basis for the Award

The refusal of Mayor Hubbard and other City of Dearborn officials to participate on the Panel or in its deliberations has made the work of the Panel more than normally difficult. Nevertheless, the Panel is persuaded that to allow one party, by refusing to participate, to prevent arbitration hearings from proceeding would frustrate the purposes of the Michigan legislature in establishing a dispute resolution procedure for police and fire fighters. The Michigan Employment Relations Commission determined that an impasse had been reached in this dispute and that arbitration was appropriate. A majority of a three-member arbitration panel is empowered to make a decision by Section 10 of Public Act 312 and this majority decided to proceed.

Arbitration hearings were held in Detroit on August 10, August 13 and 14, and on October 6, 1970. City officials were invited to participate in each of these hearings but did not appear. A brief was filed by the Union on October 6, 1970. The Panel met separately on August 14, October 28 and November 11, 1970. This opinion was written by the Chairman but is the unanimous order of a majority of the Panel

Section 9 of Public Act 312 specifies eight factors upon

1. On July 1, 1970, Mayor Hubbard accepted an appointment from the City of Hazel Park as that City's designate on an arbitration panel involving Hazel Park fire fighters and stated that he was "happy to take this chance to do this public service for my sister community and would be glad to do it for any other city." (The Detroit News, July 1, 1970). It seems permissible to conclude from this that Mayor Hubbard's unwillingness to comply with Public Act 312 in a dispute involving Dearborn employees is not based upon constitutional objections, but rather upon animus against his city's own employees for availing themselves of their statutory rights.

which a statutory arbitration panel shall base its findings, opinions and order, as applicable. This Panel has done so. The absence of City representatives has necessitated the Chairman's asking the Union to supply evidence concerning various matters, particularly on the City's ability to pay, which normally would be the responsibility of City officials to provide. Moreover, the Chairman has asked questions and asked for additional evidence on matters which normally would be brought forward by City representatives. These efforts of the Chairman to develop a complete record upon which the order is based are evidenced in the transcript and the exhibits attached to it. The Panel is confident that the order is based upon as complete a record as could be developed under the circumstances, and that its order does reflect the requirements of Section 9 of the Act.

This dispute is also additionally complicated by that fact that the negotiation is over an initial written contract, and thus covers the normal range of economic issues as well as a number of matters normally characterized as non-economic. The Panel has decided to handle these matters separately and differently. Economic matters will be handled in the form of a specific award. The non-economic issues require the development of substantial contract language. On these matters the Panel will provide guidelines in the hope that the parties will yet negotiate their own contract. The Panel will retain jurisdiction of these matters for 60 days however, and if the parties cannot agree the Panel will issue additional specific orders at the end of that time if it should prove necessary.

III. Economic Issues

Dearborn is a city of approximately 115,000 inhabitants, with a mix of homes and over 200 industries. Among the latter is the Ford Motor Company and its huge River Rouge plant, which employs about 25 per cent of Dearborn's workers and pays 53 per cent of its taxes. (Un. Ex. 79). Dearborn's State Equalized Valuation for tax purposes is \$861 million, one of the 2 or 3 highest totals in both absolute and per capita terms among nearly forty cities in the Detroit Metropolitan Area. (Un. Ex. 78). It has reported budget surpluses ranging from \$4.4 million to \$6.8 million in each of the last five years. (Un. Exs. 66-71). Yet the total basic compensation Dearborn pays its fire fighters is the lowest of the 39 cities with paid fire departments in the Detroit Metropolitan Area (Wayne, Oakland and McComb counties for this purpose). Dearborn is at this time \$1,408 per year below the average paid for a Fire Fighter I with 10 years service in all these cities. (Un. Ex. 76). This differential cannot be

justified on the basis of staffing. Dearborn's fire fighter complement is at present 112 men, the same or smaller ratio per thousand population as cities over 80,000 in Michigan. (Un.Ex.75). Nor can it be justified on the basis of duties performed. Dearborn fire fighters are solely responsible for fire protection at many major industrial enterprises including the Rouge plant, which use explosive gases and other materials requiring the most modern fire fighting equipment and techniques. (Un. Exs. 77, 73; Tr. 330-34). In fact, Dearborn speaks proudly of its modern and fast fire department in its own publicity, (Un. Ex. 79), as well as the fact that the fire department provides fast and inexpensive ambulance service to all its citizens. (Un. Ex.39).

Clearly, therefore, the Dearborn fire fighters are entitled to substantial improvement in the basic elements of their compensation -- wages, holiday pay, clothing allowance, food allowance and longevity -- improvements at least sufficient to bring them up into the upper half of compensation levels in the Detroit Metropolitan Area. Among the 14 cities in the Detroit area that presently have settled contracts and are in the upper half of the compensation brackets, the compensation total on the factors enumerated above ranges from \$12,870 to \$11,945 per year. (Un. Ex. 76). The median total compensation of this group is \$12,300, and is the area about which recent settlements and arbitration awards have ranged. (Tr. 226-34). A total compensation package of \$12,300 for a 10-year full Fire Fighter would also put Dearborn at the same level as a number of cities immediately adjacent to it, such as River Rouge, Southfield, Dearborn Heights and Detroit. (Un. Exs. 26,27). It is well with the ability of the City to pay. (Un. Exs. 61-66). It reflects the substantial increases in the cost of living indices that have taken place in the Detroit area in the last year (Un. Ex. 28-30), and prevailing wages for other skilled groups in the Detroit area. (Un. Ex. 27). This package figure of \$12,300 on the five basic compensation factors is a partial basis for the more specific recommendations that follow. All of these orders are to be effective and retroactive to July 1, 1970, the date the parties agreed upon for their new contract.

1. Holiday pay. At present Dearborn fire fighters receive \$30 holiday pay per day for each of nine holidays. The City proposes no change in this benefit. (Un. Ex. 8). The Union has proposed that its members receive .6 of 1 per cent of base pay in each classification for 10 holidays, or an average of about \$70 per man per holiday. (Un. Exs. 7, 18; Tr. 142-52).

The method of holiday pay compensation varies widely in the Detroit area, but at present the total payment of Dearborn fire fighters ranks 30th out of 36 cities paying such compensation. (Un. Ex. 40). The percentage method proposed by the Union is not

common, however, and would result in a built-in compensation creep in future years. The average of holiday compensation in 31 cities with settled contracts is \$407 per year. Meeting this average is the basis for the following order.

ORDER

The number of holidays shall be increased to ten, and the daily payment shall be increased to \$40 per holiday or \$20 per half holiday.

2. Uniform allowance. Most fire departments are required to wear a specific uniform, and are compensated by their employers for all or some part of their uniform, laundry and dry-cleaning costs. Some years ago the Mayor of Dearborn decided that the men did not need to wear any specific uniform. They nevertheless decided that because of their relations with the public and with the police when on inspection and ambulance duty they needed some identification, and developed their own uniforms. (Tr. 158-161). In 1967, the City agreed to pay the firemen \$50 per year toward the cost of these uniforms. The City proposes no change in this allowance. (Un. Ex. 8). The Union asks that it be increased to \$200, based on actual cost per year. (Un. Ex. 41).

Dearborn at present ranks 38th out of 39 cities in the Detroit area providing a clothing allowance. (Un. Ex. 42). The Union's request, however, includes approximately \$100 for washing and dry-cleaning, much of which could be and probably is done without cash expense. Moreover, it does not reflect the fact that the uniforms the men have selected were not chosen by City officials. Nevertheless, some increase to reflect actual costs is appropriate even though it does not meet the \$184 average in the Detroit area.

ORDER

The clothing allowance shall be increased to \$100 per year.

3. Food Allowance. Firemen are not uncommonly compensated for the food they buy and prepare during their 24-hour tours of duty at the fire house. Dearborn firemen have received \$250 per year food allowance, unchanged since it was instituted in 1966. The City proposes no change in the benefit. (Un. Ex. 8). The Union requests that it be increased to \$350, based on actual expense. (Tr. 169-71).

Dearborn ranks 11th out of 20 cities in the Detroit area

that pay a food allowance, (Un. Ex. 43), and slightly below the average paid. (Un. Ex. 76). Some increase in this allowance is nevertheless appropriate, based upon a more than 20 per cent increase in the cost-of-living since the allowance was instituted in 1966. (Un. Ex. 28)

ORDER

The food allowance shall be increased to \$300.

4. Longevity Pay. Fire fighters are typically compensated on some sort of incremental salary basis for length of service, but the method and amounts vary widely. It can begin as early as the first year in grade, but more commonly after three or five, and runs up to twenty five years or more. It is often calculated and compared on the basis of what is paid to a 10-year man. Dearborn now pays \$200 after six years, and increases \$33 at five-year intervals thereafter up to twenty six years. The City proposed an increase of \$33 per step, (Un. Ex. 8), and the Union asked a beginning of 2.5 per cent of base rate after five years, and 4, 6, and 8 per cent after ten, fifteen and twenty years. (Un. Ex. 19).

Longevity most commonly begins after five years, not six as proposed by the City. (Un. Ex. 44). Moreover, the amount proposed by the City would still leave it about 30th out of 40 cities. (Un. Ex. 44). The percentage proposed by the Union would build in a permanent cost creep, however, and would return amounts higher than any in the Detroit area. Some dollar increase to bring Dearborn up to the area average is appropriate, but not by the method or amount proposed by the Union.

ORDER

Longevity pay of \$200 per year shall begin after five years, and increase by \$100 increments after ten, fifteen, twenty and twenty five years of service.

5. Overtime Pay. Firemen commonly are paid overtime, most commonly at the rate of time and one-half. Dearborn had given straight time in the form of compensatory time off. It proposes to go to time and one-half compensatory. (Un. Ex. 8). The Union asks time and one-half in cash, and a minimum guarantee of four hours when called in or called back. (Un. Exs. 7, 19).

Time and one-half in cash is paid for overtime by the overwhelming number of area cities, which also provide minimum guarantees of either two, three or four hours. (Un. Ex. 45). There seems no reason why Dearborn should provide less.

ORDER

Time and one-half shall be paid in cash or in the form of compensatory time off, at the employees' option. A minimum guarantee of two hours of work shall also be paid on call-ins or call-backs.

6. Vacations. At present Dearborn ranks 22nd out of 39 cities in the metropolitan area in vacation benefits, providing seven days vacation entitlement. After fifteen years of service a fireman receives nine and one third days of vacation. (Un. Ex. 46). (Since firemen work 24-hour days, seven of their days of vacation entitlement represents twenty one 8-hour days per year.) The City has proposed no change in this benefit. (Un. Ex. 8). The Union asks that the seven days be increased to eight, and the extra two and one third days become available after ten years of service. (Un. Exs. 7, 19).

Examination of the Union's Exhibit 46 reveals that more than half the cities in the Detroit area pay more than seven work days of vacation per year, ranging up to fifteen. Some improvement in this benefit is therefore warranted if Dearborn is to come into the upper half of cities in benefit levels. However, no case for changing the longevity vacation entitlement is apparent on the record.

ORDER

The basic vacation entitlement for fire fighters shall be eight (8) days per year. No change in the present longevity vacation shall be made.

7. Personal leave days. Twenty-one cities in the metropolitan area provide firemen with from one to three personal leave days per year under various circumstances. (Un. Ex. 47). The City does not offer this benefit. (Un. Ex. 8). The Union asks that three days per year be granted. (Un. Ex. 7).

The normal rationale for personal leave days is that they allow employees to do personal business during the weekdays when business offices are open and available. (Tr. 197-202). Given the nature of fire fighters work scheduling, however, they routinely have time off from their work during the normal business week. No case is made on the record otherwise to justify the granting of personal leave days.

ORDER

The Union's request for three personal leave days per year is denied.

8. Funeral leave. The Union requests that funeral leave no longer be charged to sick leave, (Un. Ex. 7), and the City agrees. (Un. Ex. 8).

9. Sick leave. At present, Dearborn firemen accrue one half day per month of sick leave entitlement, with a maximum of 75 days of eligibility. The City proposes no change in the accrual basis, but proposes the maximum be raised to 87 1/2 days. (Un. Ex. 8). The Union asks that the accrual be one day per month with no maximum eligibility. (Un. Ex. 7).

Thirty of 39 cities in the metropolitan area accrue sick leave more rapidly than Dearborn, and 31 permit accumulations of 100 days or more. (Un. Ex. 49). There seems no reason why Dearborn fire fighters should not at least have the same minimum sick leave benefits as the large majority, particularly when one considers that fire fighting is one of the most hazardous occupations in the nation. (Un. Exs. 31, 37).

ORDER

Sick leave accumulation shall be at the rate of one day per month, with a maximum eligibility of 100 days. No case is made on the record for any change in the retirement payment of 50 per cent of accumulated sick leave up to a thirty day maximum payment.

10. Life Insurance. Dearborn presently provides its firemen with \$4,000 of life insurance, with double indemnity for off-the-job accidental death. The City proposes this be raised to \$5,000. (Un. Ex. 8). The Union asks that this be raised to \$10,000 with double indemnity for accidental death on or off-the-job. (Un. Ex. 7).

The City's \$5,000 insurance proposal seems to meet the metropolitan area average. (Un. Ex. 50). Given the hazardous nature of the occupation, (Un. Exs. 31, 37), however, the exclusion of on-the-job accidental death appears unreasonable.

ORDER

The City shall provide \$5000 full paid life insurance, with double indemnity for accidental death.

11. Medical Insurance. Dearborn presently pays 90 per cent of the cost of the Blue Cross-Blue Shield MVF I program for its fire fighters. The City proposes no change, (Un. Ex. 8), and the Union asks that the City pay the full cost of the MVF II program. (Un. Ex. 7, 19).

No sufficient case is made on the record for a change in the present medical insurance program.

ORDER

The Union's request for improvement in the medical insurance program is denied.

12. Cost-of-living. At one time the Dearborn fire fighters had a cost-of-living escalator in their wage agreement, but this was subsequently rescinded. The Union asks that it be reinstated, roughly based on the so-called GM formula, while the City makes no proposal on the subject. (Un. Exs. 7, 8, 19).

The wage section, which follows, adequately takes into account the significant increases in the cost of living during the last several years. No persuasive case is made on the record for otherwise reinstating an escalator formula, particularly when the contract is to be for only one year.

ORDER

The Union's request for a cost-of-living escalator is denied.

13. Wages. When negotiations began in February, 1970, the Union originally requested a 15 per cent wage increase. The tentative settlement reached in negotiations was for \$11,000, or a 12.7 per cent wage increase. When this settlement collapsed the City made a written offer of 8 per cent to all ranks. (Un. Ex. 8). The Union then changed its request to a 20 per cent increase, largely based on the fact that the settlements that were being made in the Detroit area later in the negotiating year were far higher than the Union had contemplated. (Tr. 22-28; Un. Ex. 76).

Sixteen of the 29 settled contracts in the Detroit area (ten are in arbitration) have agreed upon a base salary for a Fire Fighter I within the range of \$11,000 to \$11,400. (Un. Ex. 76) The most recently negotiated agreements have settled at \$11,250. (Tr. 226-35). It is the conclusion of the Panel that an \$11,200 basic wage, a 14.8 per cent increase, would be appropriate in the

light of fringe benefits ordered above, bringing the total basic compensation level to the \$12,300 figure discussed in the opening paragraphs of this section of the Panel's decision.

The \$11,200 base salary is directly in the middle of the range of negotiated settlements in the Detroit area. (Un. Ex. 76). It is in the middle of a number of arbitrated settlements which have ranged from 12 per cent to above 20 per cent. It reflects the high rate, 6.5 per cent or more, of increases in the cost-of-living in the last year in the metropolitan area. (Un. Exs. 28-30). It puts the basic total compensation for Dearborn fire fighters in the upper middle of compensation paid in surrounding cities. (Un. Ex. 26). Thus it places the City of Dearborn at or close to the upper quartile in compensation, a position that City negotiators have repeatedly stated they desired to be in. (Tr. 296).

Finally, it is well within the City's ability to pay, (Un. Exs. 61-66,75), and still represents a smaller percentage of Dearborn's total budget spent on fire protection than is spent in any other Michigan city over 80,000 in population. (Un. Ex. 75). As such, it takes into account all of the major factors specified by Section 9 of Public Act 312 of 1969.

ORDER

The base salary for a Fire Fighter I effective July 1, 1970, shall be \$11,200. All other ranks shall be adjusted upward by the same percentage that this represents.

IV. Non-Economic Issues

As previously noted, some eight so-called non-economic issues are in dispute between the parties. Each of these requires the negotiation of contract language, the nuances and special requirements of which should be worked out by the parties themselves. The following issues are therefore here made the subject of more general orders in the hope that these will provide guidance for the parties in writing their own agreement.

The Panel will retain jurisdiction over these issues. Should the parties be unable, within 60 days following the effective date of this order, to settle these issues, either or both may return to the Panel which will then issue specific orders concerning the language of these remaining issues.

1. Recognition. Both parties agree that there should be a union recognition clause in the agreement, and there appears to be

no serious dispute between them over its terms. (Un. Exs. 7, 8).

ORDER

The parties shall negotiate a union recognition clause generally following that proposed by both.

2. Union Security. The City's written proposal includes a so-called maintenance of membership proposal. (Un. Ex. 8). The Union has proposed that the contract contain both a maintenance of membership clause and an agency shop clause. (Un. Ex. 7).

Twenty-six cities in the Detroit Metropolitan Area have union security clauses, four of these maintenance of membership only, the remainder adding agency shop provisions. (Un. Ex. 53). The agency shop concept is increasingly prevalent in public employment in Michigan, already existing in perhaps one-half of all negotiated agreements. The Panel believes, however, that the agency shop has a different fundamental impact upon present employees than upon those who might subsequently be employed. For the former it is a kind of ex post facto requirement; for the latter it is simply another condition of employment to be considered at the time of application.

ORDER

The parties shall negotiate a maintenance of membership clause, and an agency shop clause to apply to employees who do not wish to join the union. The agency shop clause shall not be applied to present employees, however.

3. Management Rights. The City has proposed an extensive management rights clause, (Un. Ex. 8), while the Union has proposed a simple one sentence clause. (Un. Ex. 80). Management rights clauses similar to that proposed by the City are common in public service labor agreements.

ORDER

The parties shall negotiate a management rights clause in general following the proposal of the City.

4. Dues Check-off. Off and on over the years the Dearborn fire fighters' union has been given the privilege of having dues voluntarily checked-off from members' pay checks. Whether or not they were allowed the privilege seems to have depended on their current relationship with the Mayor. Most recently it was unilaterally discontinued by the Mayor in July, 1968. (Tr. 235-40).

The dues check-off privilege is extended to the firemens' unions in thirty-five of the thirty-nine cities in the Detroit area. (Un. Ex. 52). There seems no reason why it should not be

reinstated in Dearborn.

ORDER

The parties shall negotiate a dues check-off agreement.

5. Grievance Procedure. Both parties have proposed that the contract contain a grievance procedure. (Un. Ex. 7,8). Although there are differences between their proposals that require working out, the most important difference lies in the method of ultimate resolution of grievances. The Union proposes that this shall be by binding neutral arbitration while the City proposes that this shall be by resolution of the City's Civil Service Board.

The Union contends, and cites many examples to prove, that the Civil Service Board in Dearborn is neither impartial nor neutral but simply acts as a "rubber stamp" under Dearborn's strong-mayor type of government. (Tr. 266-77). In any event it is clear that employees do not feel the Board is fair or impartial. It cannot therefore provide the kind of impartial review of managerial decisions which are general in both private and public sector industrial relationships and which will lead to peaceful and harmonious relationships during the life of contracts.

ORDER

The parties shall negotiate a grievance procedure culminating in binding arbitration by an impartial neutral person without permanent relationship to either the City or the Union.

6. Union Activities. Both parties propose various clauses relating to Union activities, including such matters as time off to process grievances and negotiate contracts, bulletin boards, and time off to attend union conventions. (Un. Exs. 7,8). With regard to the first two of these subjects no important differences appear to exist. In regard to the third, the Union wishes a contract clause guaranteeing the right of certain members of Union officials to have time off with pay to attend state and national fire fighters conventions. The City apparently wishes to follow the past practice of making this discretionary with the head of the fire department. The latter practice is far more common in Michigan, even under negotiated agreements. (Tr. 262-66).

ORDER

The parties shall negotiate clauses stating the right of the Union:

- a. To have its officials use duty time to process grievances and to meet with City representatives;
- b. To post materials on Union bulletin boards that pertain to Union business, and that are not scurrilous or of a partisan political nature; and

c. That time with pay for union representatives to attend conventions shall continue to be at the discretion of the head of the department.

7. Work Rules. The Dearborn Fire Department has an existing set of Rules and Regulations that has not been revised for approximately twenty-five years. (Un. Ex. 54). The Union cites many cases where it is obsolete, (Tr. 280-84), and asks that a new set of rules be negotiated by the City with the Union. (Un. Ex. 7).

It is certainly appropriate that employees be given clearly to understand the rules that control their work life. Moreover, they obviously should have a voice, through their representatives, in the setting and drafting of these rules. However, even where rules are "negotiated" it is generally true that the employer retains the final voice, at least in those areas which are not mandatory subjects of bargaining. Consultation over rules is certainly reasonable and common, (Tr. 284-89), but negotiating the rules book to the point of possible impasse is not.

ORDER

The parties shall negotiate a procedure for revising and updating the rule book which gives the Union full rights of consultation and participation.

8. Maintenance of Conditions. The Union asks that a clause be included in the contract specifying that past practices not in conflict with their agreement shall be maintained and that no employee shall suffer a loss of benefits as a consequence of the execution of the agreement. The chief example cited by the Union of a conceivable loss of benefits would be the taking away of the so-called Denver system under which the men now work, and which is not now the subject of a written rule or agreement. (Tr. 289-91).

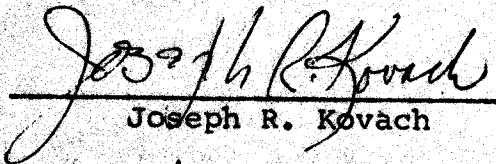
An understanding that employees shall not suffer a loss of benefits as a result of the execution of a labor agreement is not uncommon in both public and private sector labor agreements. An agreement to maintain all past practices not in conflict with the agreement is far more controversial, having many possible invidious implications for the efficient management of any organization. On the other hand, it is a reasonably well-established rule of labor law that an employer may not make unilateral changes in areas not covered by the contract which are mandatory subjects of bargaining. Changes in such matters, even where the contract is silent, must ordinarily be negotiated with the Union.

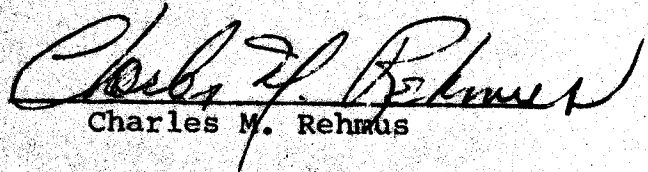
ORDER

The parties shall negotiate a clause on the subject of benefits in the light of the considerations expressed in the paragraph above.

V. Conclusion.

As previously noted, the Orders contained in Section III of this award shall be made effective and retroactive to July 1, 1970. The more general Orders contained in Section IV shall be the subject of negotiations. Good faith bargaining should result in their being settled by the parties themselves, and provide the basis for a written agreement. If, however, within 60 days following the effective date of this award, the parties are unable to agree upon any of the matters in Section IV, they may return to the Panel for a specific Order on these subjects.


Joseph R. Kovach


Charles M. Rehms

November 11, 1970