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STATE OF MICHIGAN
DEPARTMENT OF CONSUMER AND INDUSTRY SERVICE
EMPLOYMENT RELATIONS COMMISSION

*In the Matter of the Fact Finding
Between*

DETROIT TRANSPORTATION
CORPORATION

MERC FACT FINDING
CASE NO. D01 A-0024

-and-

TEAMSTERS LOCAL 214

APPEARANCES:

FOR DETROIT TRANSPORTATION
CORPORATION:

Daryl Adams, Attorney
David Sutton, Human Resources Manager
Gloria Seely, Human Resources Assistant
Manager

FOR TEAMSTERS LOCAL 214:

Joseph M. Valenti, President
Galvin Lowe, MT-II
Ricardo Blair, Union Steward
David B. Grier, Storekeeper I

FACT FINDER'S REPORT, FINDINGS OF FACT
AND RECOMMENDATIONS

I. BACKGROUND

A. Detroit Transportation Corporation

The Detroit Transportation Corporation ("DTC") is a public corporation incorporated under the laws of the State of Michigan. It has a Board of Directors consisting of representatives of SMART, the Detroit City Council, and representatives of the City of Detroit administration. The Detroit Transportation Corporation is administered by a General Manager. It operates public transit in downtown Detroit known as the People Mover.

Being a public corporation, the Detroit Transportation Corporation and the City of Detroit

are distinct and separate entities and, as such, are distinct and separate employers.

Currently, the DTC employs approximately 70 hourly employees, including 26 represented by Teamsters Local 214, 25-26 who are security officers represented by the Police Officers Association of Michigan, four who are security supervisors represented by the Police Officers Labor Council and 14 dispatchers represented by the American Transportation Workers.

For the period beginning July 1, 1998 through June 30, 2001, the DTC had Collective Bargaining Agreements with the Police Officers Labor Council and with the American Transportation Workers. These contracts have now expired. The DTC does not have a contract with the Police Officers Association of Michigan for the 1998-2001 period.

B. Teamsters Local 214

The Teamsters State, County and Municipal Workers Local 214 represents a bargaining unit of employees employed by the DTC in the following classifications: Electronic Technician I, Electronic Technician II, Mechanical Technician I, Mechanical Technician II, Utility Technician I, Utility Technician II, Storekeeper I, Storekeeper II, and Scheduler. Though the authorized strength in these various classifications is 37, presently the DTC employs 26 employees in the various classifications set forth above represented by Teamsters Local 214.

The current Collective Bargaining Agreement dated January 1, 1990 through December 31, 1992 was extended through June 30, 1995 and thereafter through June 30, 1998, based upon certain agreements between the parties. However, for the period beginning July 1, 1998 through June 30, 2001, Teamsters Local 214 and DTC has not concluded a Collective Bargaining Agreement.

C. The Bargaining History

In an attempt to reach an agreement covering the period July 1, 1998 through June 30, 2001, the parties engaged in numerous bargaining sessions, including a mediation session, but reached an impasse. As a result, Local 214 filed a petition for fact finding. The petition listed the following issues in dispute between the parties:

1. Wages – The issue of wage adjustments over and above the base wage increases of 2% effective 1998, 3% effective 1999, and 3% effective 2000 was not in dispute, only wage adjustments over and above those base increase were in dispute. We are uncertain if the employer has withdrawn all wage offers.
2. Pension Improvement – Increase multiplier to 1.9% after ten (10) years.
3. Overtime to be paid after eight (8) hours per day, forty (40) hours per week.
4. Introduce a longevity plan as follows:

After five (5) years	\$150
After ten (10) years	\$300
After fifteen (15) years	\$450
After twenty (20) years	\$600
5. Add three (3) paid personal leave days.
6. Employer to pay retiree's and spouse's health care costs if retired after twenty-five (25) years of service.
7. Promotion weight factors:

Written test	70%
Oral test	20%
Seniority	10%
8. Allow shift selection by seniority.
9. Employer to pay health care premiums up to twenty-four (24) months after the date of on-the-job injury or illness.

As a result of the fact finding petition, the Undersigned was appointed Fact Finder. The

outstanding issues were as listed above. In addition, the DTC raised several issues still in dispute, namely:

1. Seniority as applicable to layoffs;
2. Job openings and promotions;
3. Long-term disability.

Thus, there are 12 issues that are now before the Fact Finder for recommendations.

It is also noted that the Fact Finder is asked to recommend contract terms for a contractual period that the parties have been without a contract. This situation lends urgency to the fact finding process because it is most unusual to be without a contract for three years, and the parties are now approaching, based upon their traditional pattern of bargaining, another contract period without having a contract for the July 1, 1998 through June 30, 2001 period.

II. GENERAL CONSIDERATIONS

A. Introduction

Fact finding is a form of interest arbitration. Over the years, fact finders have developed certain criteria forming the basis for making recommendations. In a different context, the State Legislature formulated criteria to be used by interest arbitration in police and fire interest arbitration enacted by Act 312 of Public Acts of 1969, as amended, wherein, in Section 9, certain criteria to be used in resolving contractual disputes were codified. These criteria are in fact the criteria used by fact finders in making recommendations to resolve contract disputes.

As to economics, the criteria set forth in Act 312 has been utilized by fact finders which includes the financial ability of the employer to fund economic improvements, the cost of living, and comparables with other similarly situated employees. The parties' bargaining history in

current bargaining and over the years can become factors when addressing both economic and non-economic issues as this history gives some indicia of the potential for settlement.

Fact finders also recognize as a criteria the "art of the possible", namely, what the parties may have settled for if under pressure of a strike or internal and external factors that may have encouraged the parties to settle their dispute – namely, what is possible considering all the equities and the interest of the respective parties in reaching a settlement.

B. The Application of the Criteria

The People Mover is not self-sufficient in that it is financed 100% from fare box revenues. There are three sources of revenue, namely, about 10% comes from fare boxes and 90% from subsidies from the City of Detroit and the federal government. The majority of the subsidies are furnished by the City of Detroit. The reliance on subsidies, coupled with limited fare box revenues, does suggest that the DTC must proceed with caution because of limited financial resources. The Fact Finder recognizes this fact and has been influenced by same in the recommendations that he has made. In particular, the management and Board of Directors of the DTC should recognize this for, essentially, the recommendations herein are based upon comparables, the bargaining history and the art of the possible, coupled with the cost of living.

Although inflation was down from the July 1, 1998 - June 30, 2001 period, nevertheless there was an increase in the cost of living. Employees performing services for the DTC would expect to receive wage increases that are comparable with the cost of living, even if that cost of living is modest. Thus, on this basis, there is justification for wage increases, despite the limited resources of the DTC. In fact, since the bargaining unit includes skilled employees that are in demand, it is not only essential that there be wage increases to keep up with the cost of living, but

there is a need for special adjustments in order to retain skilled employees – a point to be made later in this Report.

In addressing comparables within the State of Michigan, there is probably no other comparable employer for the DTC is the only entity operating a rapid transit system in Michigan of the nature of the People Mover. However, there are two comparables, namely, the internal comparables within the DTC bargaining units and the City of Detroit.

THE ISSUES

A. Wages

1. Across-The-Board

The Fact Finder emphasizes that the City of Detroit and the DTC are separate entities and separate employers. This is a fact. Nevertheless, the DTC employees represented by Local 214, because of the route of the People Mover, do work in downtown Detroit. Given such a situation, it would be clear that, if left to their own devices, namely, no fact finding, in order to get a Collective Bargaining Agreement these employees would not ratify an agreement that was not comparable at a minimum with the wages that City of Detroit employees received during the July 1, 1998 - June 30, 2001 period.

Also, as this Fact Finder has noted, two of the bargaining units with which DTC has a collective bargaining relationship with, namely, the American Transportation Workers and the Police Officers Labor Council, did in fact negotiate contracts with the DTC covering the period July 1, 1998 - June 30, 2001. These contracts provided for the following:

Effective July 1, 1998 – 2% across-the-board increases on all classifications;

Effective July 1, 1999 – 3% across-the board increases on all classifications;

Effective July 1, 2000 – 3% across-the-board increases on all classifications.

This was the pattern in Detroit. It is a pattern that at least with the American Maintenance Workers and the Police Officers Labor Council was followed by the DTC.

It may be that the DTC has limited financial resources. But the comparables among its own bargaining units, plus the fact that, as this Fact Finder has suggested, DTC employees represented by Local 214 would not accept anything less than City of Detroit employees, the criteria suggests that the recommendation as to wages should be:

Effective July 1, 1998 – 2% across-the-board increases on all classifications;

Effective July 1, 1999 – 3% across-the board increases on all classifications;

Effective July 1, 2000 – 3% across-the-board increases on all classifications.

2. Special Adjustments

In addition to the wage increases that are recommended, as set forth above, there is a need for special adjustments among the classifications represented by Local 214. Note the following chart:

Classifications	Number of Positions	Number of Positions
	Authorized	Filled
Electronic Technician II	6	3
Electronic Technician I	6	3
Mechanical Technician II	5	2
Mechanical Technician I	5	8
Storekeepers	5	5
Scheduler	1	0
Utility Technician Worker	9	5

The Fact Finder is not suggesting that all the positions authorized need to be filled. There may be economic reasons for not filling the positions or other factors. The fact is that, as the figures indicate above, as did the testimony, there are problems in retaining these skilled

employees. Under the circumstances, it would seem that there should be special adjustments so that the DTC can meet the marketplace and be able to compete for the skilled employees represented by Local 214 necessary to operate the People Mover. For this reason, recognizing the degrees of skill between the Electronic Technicians and Mechanical Technicians, as contrasted to Storekeepers and Utility Technician Workers, the Fact Finder will recommend that Electronic Technicians I and II receive a \$0.70 per hour increase; that Mechanical Technicians I and II receive a \$0.70 per hour increase; that the Scheduler, which is an unfilled position, receive a \$0.70 per hour increase in order to maintain the wage differential; Storekeepers I and II shall receive a \$0.40 per hour increase; and for Utility Technician Workers I and II a \$0.30 per hour increase. From the date of this Fact Finding Report, they will be prospective. The reason for this is that the DTC must plan for this recommendation.

The problem with the special adjustments was to recognize the interest of the DTC in planning its financial affairs and the interest of the employees. Without these special adjustments, there could be a problem of retention or recruitment. Furthermore, technically the contract period involved has passed. And by making the special adjustment prospective, these adjustments go beyond the contract period.

But the simple answer is that it is not unusual for a contract to provide for future benefits. And this is what the contract will provide. It was suggested during fact finding that the special adjustment not be implemented until the contract is signed. The Fact Finder disagrees with this approach. There could be delays in signing the contract. For this reason, the special adjustments, considering the interest of the DTC and the interest of the employees, will become effective prospectively from the date of this Report on a date certain, April 8, 2002. This is the only fair

approach. It will encourage the parties to put a contract together and sign same within a short period following this Fact Finder's Report. And if they do not, the fact is the employees will be obtaining the special adjustment as of April 8, 2002. Initially, Local 214 asked for special adjustments over a two year period effective July 1, 2000 and effective July 1, 2001.

The Fact Finder has not recommended this two year pattern simply because the DTC needs to plan for these adjustments.

Finally, not only are the special adjustments necessary for recruitment and retention, but the facts do show that even in the City of Detroit there were special adjustments when dictated by considerations of retention, recruitment and skill. This fact finding recommendation, therefore, is consistent with comparables and the need to retain and recruit skilled employees at the DTC.

B. Pension

The pension issue was one of contention between the parties. The Fact Finder, as he begins a review of the pension issue, recognizes that the DTC has a Pension Review Board that approves all pension changes. The facts show that there have been no improvements on the DTC pension for more than 15 years. As the work force at DTC grows older, there is concern within the bargaining unit for pension improvements.

The DTC employees represented by Local 214 are aware that Local 214 represented employees of the City of Detroit have received over the years improvement in their pension plan. Thus, the art of the possible suggests that a contract between Local 214 and the DTC would not be ratified unless there is a pension plan improvement. So, not only is there a comparable, but this is a situation where the art of the possible criteria is most apropos.

The dispute over pensions is the multiplier to be used. Within the City of Detroit there

are what has been dubbed as the "Detroit Old Pension" and the "Detroit New Pension". Prior to July 1, 1996, the multiplier in the Detroit pension plan, namely, the so-called "Detroit Old Pension", was:

- 1.5% First ten years
- 1.7% Second ten years
- 1.9% Over 20 years

The Fact Finder is led to believe that the DTC program was a multiplier of 1.5% for all years. Effective July 1, 1998, the City of Detroit adopted a so-called "Detroit New Pension" plan with a modified multiplier that included Local 214 represented Detroit employees. This modified pension plan provided:

Detroit New Pension

- 1.6% First ten years
- 1.8% Next ten years
- 2.0% Next five years
- 2.2% All years in excess of 25 years of service

This is the comparable criteria.

Now to the "art of the possible". The DTC is 15 years old. None of its employees have reached 20 years of seniority. The problem here is that for 15 years there has not been an improvement in the DTC pension plan. Yet, as already noted, the work force is getting older. At some point in negotiations, particularly given the Detroit experience, DTC employees should expect an improved multiplier.

Since the DTC Local 214 represented employees have not reached up to the 20 year mark, and since there has been 15 years without a pension improvement, it would seem that in negotiating the contract for the July 1, 1998 - June 30, 2001 period that a modest step improvement would be reached at the bargaining table. This seems most appropriate.

The Fact Finder recognizes that the DTC Pension Review Committee will review this recommendation. But, considering all the circumstances and the comparable and art of the possible criteria, it would seem that a modest approach to pension improvements would be to adopt the Detroit Old Pension plan. This will be an improvement on the DTC plan and yet recognize that there will be additional bargaining agreements that can address, where necessary, further improvements. But it would be a step in the appropriate direction to at least, during the July 1, 1998 - June 30, 2001 period, be a recognition of the adoption of at least the Detroit Old Pension plan.

Based upon this analysis, the Fact Finder will recommend that the Detroit Old Pension plan be adopted effective the last day of the July 1, 1998 - June 30, 2001 period, namely, on June 30, 2001; that this plan, as adopted would be:

1.5%	First ten years
1.7%	Second ten years
1.9%	Over 20 years

This is a beginning on pension improvements. It is what the marketplace is requiring, namely, the comparables, and is consistent with the art of the possible at this point in time. The recommendation also recognizes that this is an item that should not be retroactive. Nevertheless, this is an item that should be recognized at some point during the Collective Bargaining Agreement that would cover the July 1, 1998 - June 30, 2001 period. Balancing these concerns, the Fact Finder opted to recommend that the multiplier take effect on June 30, 2001 – the last day of the applicable contract period.

C. Overtime, Personal Leave Days and Longevity

The Fact Finder has grouped these three issues together. As to overtime, the current

contract provides for overtime after 40 hours per week. Local 214 seeks to have overtime paid after eight hours per day, 40 hours per week. A review of the Local 214 contract with the City of Detroit does support the Union's position in that the City of Detroit does pay overtime after eight hours, which is the issue here. On the other hand, the two internal contracts within the DTC – the POLC and the American Transportation Workers contracts – do not provide for overtime pay after eight hours. Considering the pattern within the DTC, this request, if all other things have been agreed to, probably would not have found itself in the contract. It is for this reason that the Fact Finder does not recommend any change in the overtime provisions.

The same approach is used for longevity. The Union has requested longevity payments similar to those provided Local 214 in the City of Detroit. However, within the two negotiated contracts covering the July 1, 1998 - June 30, 2001 period within the DTC (POLC and American Transportation Workers), there are no provisions for longevity. Thus, for the same reasons as applied to the overtime request, the Fact Finder, given the totality of the circumstances and recognizing that there will be negotiations as to future contracts, declines to adopt the Union's position, but instead recommends the status quo, namely, no longevity payments.

As to personal leave days, there was a request to modify the personal leave provisions. However, this request is such that this is not the contract period to address this matter. For this reason, the Fact Finder recommend the status quo as to the leave day issue.

D. Paid Health Care for Retirees After 25 Years of Service

Local 214, based upon similar provisions in the Teamsters Local 214 agreement with the City of Detroit, proposes to provide for paid health care for retirees after 25 years of service. There is merit to providing retirees with health care. However, as already alluded to, there are no

employees that would approach 25 years of service with the DTC at the present time. Since there are negotiations for future contracts before the 25 years of service becomes a reality, this is best left to future negotiations and therefore there will be a recommendation to provide this benefit at this time.

E. Health Care Coverage for Job-Related Injury or Illness

Teamsters Local 214, on the issue of health care coverage for job-related injury or illness, presented the following presentation:

The City of Detroit Master Contract, Article 31, page 44, subsection D provides health care coverage paid by the employer up to nine (9) months after the date of injury/illness.

D.T.C. Position:

D.T.C. provides no such benefit or coverage.

Union's Position:

Provide the same benefit as contained in the City of Detroit Master Contract, Article 31, page 44, subsection D.

The referenced Article 31.D of the Teamsters 214 contract with the City of Detroit reads:

The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' compensation benefits for a period of nine (9) months. Thereafter, employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

According to DTC testimony, this benefit is provided for up to three months.

There is no reason that there should not be some continuation of health care benefits for those injured on the job and receiving workers compensation. The marketplace would suggest, namely, the comparables, that a nine month period is reasonable. This is what Teamsters 214

have negotiated with the City of Detroit. For these reasons, the Fact Finder will recommend that the contract contain the language:

The DTC agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' compensation benefits for a period of nine (9) months.

F. Shift Preference By Seniority

Local 214 seeks to have permanent shifts for its members with selection of shifts and work location being based upon seniority.

To understand the issue, the Local 214 bargaining unit at DTC is basically maintenance persons supported by storekeepers. The nature of the operation of the People Mover is such that maintenance work is required seven days a week, 24 hours a day; that based upon work needs, there is a need to move employees from shift to shift and location to location. As a result, there is a rotation of shifts, consistent with DTC operational needs.

On this subject, the DTC wrote:

On the subject of shift selection, DTC restates and maintains its position, as expressed at fact finding, that shift selection by seniority is inappropriate as it runs counter to the efficiency and effectiveness of DTC operations. DTC would not however be opposed to contract language which provided that employees have the right to enjoy equitable shift rotations every four (4) months and that the Union can request a special conference with management to address disputes over shift reassignments. Our reluctance to accept specific shift rotation contractual language is based on the fact that, other than Storekeepers, shift rotation criteria will change based on the number of employees in each job classification.

The Fact Finder at this point in time recognizes the concerns expressed by the Employer. Yet, the Employer in the letter has been prepared to at least address the issue by agreeing "to

contract language which provided that employees have the right to enjoy equitable shift rotations every four (4) months and that the Union can request a special conference with management to address disputes over shift reassignments.” At this point in time, the Fact Finder will recommend such language be included in the contract. It may be that this may continue to be the subject of bargaining in future contracts. But at least this language is the beginning of addressing the issue, recognizing the interests of both parties.

IV. THE EMPLOYER'S ISSUES

At the fact finding hearing, the Employer presented several issues which Teamsters Local 14 challenged as being “last minute” positions, namely, seniority as applied to layoffs, promotions and long-term disability.

A. Layoffs

Teamsters Local 214 stated that the Local would accept language providing that employees who are affected by a layoff from their classification may, based upon seniority, bump into a former classification held by the employee or the Utility classification. The Fact Finder will recommend this provision and does so, as it seems to be reasonable, recognizing the concept of seniority and providing the Employer with employees who can do available work.

B. Job Openings and Promotions

The Union, in a letter written to the Fact Finder, writes:

2. Job Openings and Promotions – We do not have a problem with the employer considering attendance records and disciplinary records of an employee who is a candidate for promotion, and I do not believe this employer has a problem with the following weight factors for promotions – 70% written, 20% oral, 1-0% seniority.

The Employer, in a letter written to the Fact Finder, writes:

Turning to the subject of weight factors for promotions, DTC will accept the Union's proposal regarding the promotion weight factors as follows:

Written test: 70%
Oral Test: 20%
Seniority: 10%

However, DTC will have to have contractual language that the Union recognizes that the employer has a right to establish reasonable evaluation criteria for satisfactory attendance and disciplinary record, in addition to minimum standards of performance for both the written examination and the oral evaluation.

Essentially, based upon the above statements, the parties are in agreement. Therefore, the Fact Finder will recommend that the weight factors be Written Test 70%, Oral Test 20% and Seniority 10%, and that there be language providing, "The DTC may establish reasonable evaluation criteria for satisfactory attendance and disciplinary record, in addition to minimum standards of performance for both the written examination and the oral evaluation."

C. Policy On Posting Of Overtime

The parties agree to incorporate a new policy on posting of overtime. The Fact Finder recommends that this policy be incorporated into the Agreement as an addendum to the Agreement.

D. Long Term Disability

Presently, the current contract provides employees who are off on non-duty related injury or illness can remain on long term disability until age 62 at 60% of the employee's base salary.

The DTC proposes that the long term disability will be limited to the length of time of the employee's seniority.

Local 214 maintains this is "a drastic departure from the current benefit level." This has

been a benefit for some time, although the DTC suggests that the premiums are substantial for this type of coverage. Because of this factor, it would seem that the way to address the problem is to provide that the current benefits continue for current employees, but that new employees that are employed after the date of the Fact Finding Report be subject to the proposal of the DTC, namely, that the long term disability benefit would be equal to the employee's seniority. Although it will take time for the new benefit to phase in, at least this will attempt to address the DTC's cost concerns. Any further changes should be left to subsequent negotiations.

V. Duration

Although originally suggested as an issue, the parties are not in dispute that the contract should be effective July 1, 1998 to June 30, 2001. This seems to be reasonable. And as already suggested, to have a contract in this period will, so to speak, "clear the decks" so the parties can begin negotiating a contract for the next successor period.

VI. Art Of The Possible

The Fact Finder concludes this Report, Findings of Fact and Recommendations with the comment that he made earlier in this Report that, in fact, what is being recommended covers a contract for the period July 1, 1998 to June 30, 2001. Not every proposal by the respective parties was recommended by the Fact Finder. Besides the reasons set forth above, it should be noted that some of the issues are left to further negotiation in subsequent contracts, including possibly the upcoming contract negotiations. There is only so much that can be recommended in the circumstances here. The main point is the parties should enter into a contract as soon as possible for the July 1, 1998 - June 30, 2001 period so as to proceed to negotiate for a contract covering future periods.

RECOMMENDATIONS

1. Wages

Effective July 1, 1998 – 2% across-the-board on all classifications and on all hours

Effective July 1, 1999 – 3% across-the-board on all classifications and on all hours

Effective July 1, 2000 – 3% across-the-board on all classifications and on all hours

2. Special Adjustments

Effective April 8, 2002, there shall be the following adjustments:

Electronic Technicians I and II \$0.70 per hour

Mechanical Technicians I and II \$0.70 per hour

Scheduler \$0.70 per hour

Storekeepers I and II \$0.40 per hour

Utility Workers I and II \$0.30 per hour

3. Pension Multiplier

Effective June 30, 2001, the multiplier for pensions shall be as follows:

1.5% First ten years

1.7% Second ten years

1.9% Over 20 years

4. Health Care Coverage for Job Related Injury/Illness

Effective January 30, 2001, the following language shall be incorporated in the contract:

“The DTC agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for workers’ compensation benefits for a period of nine (9) months.”

5. Overtime, Longevity, Personal Leave Days

There shall be no change in the present language as to overtime, no provisions for

longevity, or any change as to personal leave days.

6. Paid Health Care For Retirees

At this time, the Fact Finder does not recommend the requested paid health care for retirees after 25 years of service.

7. Layoffs

The contract shall contain language to the effect that "Employees who are affected by a layoff from the classification may, based on seniority, either bump into a former classification held by the employee or into the Utility classification."

8. Job Openings and Posting

The weight factors in job promotions shall be as follows, effective the date of this Fact Finding Report:

Written Test 70%; Oral Test 20%; Seniority 10%

There shall also be the following language in the contract:

"The DTC may establish reasonable evaluation criteria for satisfactory attendance and disciplinary record, in addition to minimum standards of performance for both the written examination and the oral evaluation."

9. Long-Term Disability

The long-term disability provisions for current employees shall remain. Effective with the date of this Fact Finding Report, for employees hired after the date of this Fact Finding Report, the long-term disability plan, namely, paying 60% of the employee's base salary, shall continue equal to the employee's seniority.

10. The parties shall incorporate their agreed upon new policy on the posting of overtime as an addendum to the Agreement.

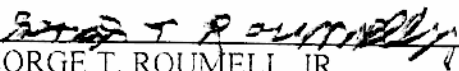
11. **Shifts**

The contract shall contain the following language:

"Employees have the right to enjoy equitable shift rotations every four (4) months and that the Union can request a special conference with Management to address disputes over shift assignments."

12. **Duration**

The duration of the contract shall be from July 1, 1998 through June 30, 2001.



GEORGE T. ROUMELL, JR.
Fact Finder

March 20, 2002