

**BERRIEN SPRINGS/ORONOKO TOWNSHIP**

**-and the-**

**POLICE OFFICERS LABOR COUNCIL**

**Act 312 Petition  
MERC Case No. L98 B-7004**

Charles Ammeson, Employer Delegate and Advocate  
James J. Quinn, Labor Organization Delegate  
Mark Douma, Labor Organization Advocate

Donald R. Burkholder  
312 Chair and Arbitrator

July 15, 2000

*Rec'd 9/1/00  
@  
MERC (ms)*

## MICHIGAN EMPLOYMENT RELATIONS COMMISSION (MERC)

## Act 312, 1969, Section 9

Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- (e) The average consumer price for goods and services, commonly known as cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration hearing.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

### GENERAL BACKGROUND

This case was assigned to the Arbitrator by the Michigan Employment Relations Commission [MERC] through a letter dated June 1, 1999. Several letters and a conference call pre-hearing laid the groundwork for a Public Act 312 hearing beginning at 10 a.m. on Thursday, November 11, 1999, at Oronoko Township Hall. During this time frame, i.e., prior to November 11th, the parties, at the Chairman's suggestion, continued to confer with each other in an attempt to work out and/or reduce some of the issues. The parties also agreed to an extension of Act 312's time limits.

The Berrien Springs/Oronoko Township Police Commission [The Police Commission] provides police services for the Village of Berrien Springs [Village] and the Township of Oronoko [Township] in Berrien County. The two government entities entered into a Mutual Police Assistance Agreement on July 6, 1971, and have operated since. The Commission consists of two representatives from the Village Board of Trustees and two representatives from the Township Board. The Department has historically employed a Chief, Lieutenant, Secretary and several part-time and reserve officers, all excluded from the bargaining unit. The bargaining unit has historically had six members, although at the time of the arbitration it had only five. (Transcript, p. 45, line 25; pp. 66 ff and Request for 312 Arbitration) The Department provides 24 hour, round-the-clock service. Seniority levels within the bargaining unit are 19 years, eight years, four years, with two officers having less than a year of service each. The Department has been organized for the duration of numerous contracts. The Union and the Employer last entered into a Collective Bargaining Agreement [CBA] on July 1, 1995, which agreement expired on June 30, 1998.

At the urging of the Chairman through letters and telephone conference calls, the parties settled most of the issues. There were initially five issues, but the Union withdrew one issue, time-and-a-half pay for last minute schedule changes, with its Last Best Offer.

The four remaining issues are 1) wages for the third year under the CBA; 2) hospitalization insurance; 3) determination of who is included in the award; and 4) shift selection by seniority. Wages, hospitalization insurance, and determination of who is included in the award were determined to be economic issues except for shift selection by seniority. The parties also agreed to the CBA's duration, three years, i.e., July 1, 1998 - June 30, 2001.

Act 312 Section 9 (d) requires the "Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally." At the Arbitrator's behest, there was early agreement between the parties on the following communities as comparables:

Buchanan  
Coloma Township  
Dowagiac  
New Buffalo  
Niles Township

----

### THE HEARING

The 312 Arbitration hearing was conducted on Thursday, November 11, 1999, beginning at or about 10 o'clock a.m. at Oronoko Township Hall. The Arbitrator was duly sworn, the oath being administered by Filippo Liburdi, Court Reporter. The Arbitrator then administered the oath to the witnesses. Appearances for the POLC were Will Miskiewicz, Steward; Jim Quinn, Labor Representative and Panel Member; Mark Douma, Attorney. Appearances for the Employer were Jim Calderwood, Police Commission Chair and Panel Member; Sharon Vargo of Plante and Moran; Jim Kesterke, Chief of Police, and Charles Ammeson, Attorney.

The parties introduced their respective exhibits, with considerable discussion of their contents, clarifying these matters for the Chairman and for each other. The Union introduced its exhibit as Union 1, with subsections labeled 1 through 7. The Employer's only exhibit, Employer 1, was sub-sectioned a through k. The respective exhibits were accepted into the record without objection.

### DISCUSSION AND ANALYSIS

The underlying and primary concern of the parties as the present dispute developed was the question of continuation or dissolution of the joint police organization operated since July 6, 1971 as the Berrien Springs/Oronoko Township Police Department, under the direction of a joint police commission. (Transcript, pp. 66 - 72, inclusive and Employer Exhibit A). The arrangement was formalized by a Mutual Police Assistance Agreement under Act 236 of Michigan Public Acts of 1967.

Continuity of funding and organizational oversight are basic to the success of any entity. Lacking unified leadership, and with the looming possibility of

imminent, drastic change in the form of elimination of the joint assistance agreement, it is less than surprising that disputes arose over wages, shift selection by seniority, medical insurance, and inclusion in the award.

Local political or policy decisions were most obviously at the core of the matter, perhaps a truism in regard to 312 arbitrations in general, but with special significance in situations where cooperative arrangements, amalgamations, consolidations, or mergers have taken place. The question of renewal of a millage supporting the joint police unit which coincides with the three year Collective Bargaining Agreements allows for a "gap" period which has been problematic for those officials responsible for the staffing and funding of the department. The Department was in turmoil for several months during 1999 because of uncertainty as to whether the joint policing arrangement would continue. (Transcript, pp. 61-62). Chief Jim Kesterke testified as follows, in response to questioning:

We'd gone before the commission several months ago and asked that the vacancy of the sixth officer be filled. In light of the fact that there was uncertainty as to whether this department would continue to function as a joint department as of January 1 (2000), the commission, at that time, authorized two part-times and one fulltime, to wait and see which direction the department went.

...It appears now that the department's going to function again as a whole for the next three years, and so therefore I'm going to push to have that sixth position filled as a full-time officer. (Transcript, pp. 66-67.)

The Chief, who had attended the township and village board meetings, affirmed in response to questioning that the two bodies made commitments for the joint policing organization to go on for another three years, and that "...It's the intent of the township to get a millage vote..." as soon as possible. (Tr., p. 69, lines 22-23). He further testified that the department has been funded historically by both the village and the township taking in a share of money.

Approximately 16, 17 years ago they started a millage. I think they started out at one mill. It went to 1.5, 2, and up to 3, over the last 15 to 18 years, historically, it's been funded by a millage which goes out to the people. The people pay...out of a \$600 thousand budget...approximately \$420 thousand via the millage. That millage is generated [by approximately 10 to 11 thousand people in the village and the township.] The remainder of that...approximately \$180 [thousand], is shared 50/50 by the village and the township. So the village has kicked in 90 thousand and the township has kicked in 90 thousand. Historically its always been the same amount, up till four or five years ago when the village and the township both kicked in 83 thousand apiece. Then, as the budget increased and the millage didn't provide for [it], they bumped that allotment from 83 to 90. When that, in turn, did not cover it, that's when the millage ultimately rose to three mills, and that's what we currently collect. (Transcript, pp. 70 - 72).

The intent of the Mutual Police Assistance Agreement and its signers is set forth clearly in the 1971 document, after having spelled out the intent and the desirability for both the township and the village to create a joint police organization, as follows:

3. Head of Department: The title of the head of the combined police department shall be the Chief of Police.
4. Members on Force: The size of the police department shall be determined from time to time by the Oronoko Police Commission who shall select and hire, with the recommendation of the Chief of Police, the members of the police department. The members of the police department shall be subject to the rules and regulations promulgated by the ...Commission from time to time and salaries for the Police Department shall be set by the Police Commission.
5. Police Commission: The Berrien Springs - Oronoko Police Commission shall be composed of two members each from the Village Board of Trustees and the Oronoko Township Board and appointed by the Village President and the Township Supervisor.
6. Cost of Operation: All costs of maintenance, purchases of equipment, salaries and any and all other costs incident to the maintenance and operation of the ... Department, shall be shared equally by the Village and Township.

.....

Thus it is abundantly clear to the Chairman and to any informed observer that the history and development of this department must be understood in order to develop an informed opinion. This is especially true for funding level changes and individual attitudes impacting on the political climate over the years in a system where shared governance and shared funding has been formally established.

Prior to the hearing, the parties had agreed to a three percent increase in wages for the first two years. The Chairman notes, as demonstrated in Union Exhibit 1, subsection 6, three percent has been the average wage increase for the comparables during the past several years. The third year wage increase, with three percent proposed by the Employer, and four percent proposed by the Union, is the only wage item to be determined in this proceeding. The parties also agreed at the hearing to retroactivity "in either direction" for wages and hospitalization. (See Transcript, p. 5, lines 6 and 7. ) The parties also had previously agreed to continue a MERS B-3 Pension Plan; and as further set forth by the Employer advocate in his explication of the rationale for the Employer position on third year wages:

We've agreed to a MERS B-3 pension plan, with a 55-25 rider on it so that employees can retire at that point. That is a substantially better, by far, pension plan than the pension plans of the comparables. And although we will acknowledge that on the comparables our ranking is at the lower end of the comparables on wages, it's our position that that has to be mitigated by the fact that the pension plan is significantly more. (See Transcript, p. 27, lines 10 through 23, inclusive.)

---  
WAGES - DISCUSSION

The Union seeks a wage increases of 4 percent for the third year of the contract; the Employer last offer is 3 percent for the third year. The parties have agreed to three percent increases in each of the first two years. A union compilation of economic compensation among the comparables indicated an average total of \$38, 360 for Buchanan, Dowagiac, and Niles Township. Coloma Township and New Buffalo were excluded from the average; the Coloma Township contract expired March 31, 1999, and New Buffalo contract expires June 30, 2000, their wage rates



therefore the subject of bargaining at this time, and not suitable for inclusion in the average. The Union proposal would raise the Berrien Springs total to \$36,946, with a base wage rate of 35,870 plus educational incentive of \$1,076 and the provision of uniform cleaning. The Employer proposal would raise the base wage rate to \$35,180 plus an educational incentive of \$1,055, and the provision of uniform cleaning. Both proposals would provide an overall total less than the similar amount \$37,860 for Buchanan, \$40,934 for Dowagiac, while the Employer proposal of \$36,235 would provide approximately \$50 less than the present Niles Township total of \$36,286, and the Union proposal would provide approximately \$660 more than the Niles Township figure. Considering only agreed-upon Economic Compensation comparables, it appears that the Union position is justified. However, there is a need for consideration of the remaining economic items, i.e., hospitalization, and determination of who is included in the award, along with the relative value of the existing pension plan, in relation to wages and to each of the other issues. Section (c), interests and welfare of the public; (d) comparison of the wages, hours, and conditions of employment with the same factors for other employees performing similar services in the public sector; (e) the cost of living; (f) overall compensation, including wages, medical and hospitalization benefits and other benefits, and the continuity and stability of employment; (g) changes in any of the foregoing circumstances during the pendency of the arbitration hearing; (h) such other factors which are normally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

The Employer, conceding at the outset that although "...other Departments paid a higher base [as in original] salary, the overall value of the Department's compensation is much greater when one considers the high value of the other benefits offered by the Department to its employees."

First, and perhaps most important, is the Department's pension plan. No other Department offers a pension plan of equivalent value. Dowagiac offers only a B-2 plan, and those officers must contribute 8.2 percent of their base salary, which amounts to \$2,834 a year. If that is taken away from the Dowagiac comparable pay rate of \$34,567.00 on Union Exhibit 6, Dowagiac offers a net base of \$31,733.00 which puts them more than a thousand dollars behind the Berrien Springs/Oronoko Township officers. Likewise, Coloma Township requires a six percent employee contribution toward its defined contribution plan. (Coloma is presently petitioning for 312 Arbitration to replace this plan with a MERS B-2, still an inferior plan than that offered by the Berrien Springs/Oronoko Department.) The six percent Coloma employee contribution amounts to over \$2,000.00 and also puts that package of benefits behind the Berrien Springs/Oronoko benefits, again by over \$1,000.00 per year. Buchanan offers only a B-1 plan, and, as already demonstrated, Berrien Springs/Oronoko leads Buchanan in wages. After considering the value of the pension alone, it is clear that Berrien Springs/Oronoko is a leader for overall wage compensation among comparable units

Considering the value of the Department's compensation plan in its totality, the Department's last best offer of a three percent wage increase is fully appropriate and warranted. (Berrien Springs/Oronoko Township Police Commission's Arbitration Brief, pp. 4-5)

## HOSPITALIZATION - DISCUSSION

The Union proposes an agreement providing for elimination of shared premiums on the part of the employees. The Employer seeks an agreement whereby the Employee would pay 7% of the premium, approximating the amount an Employee pays currently.

The comparables indicate that Buchanan officers have \$50/\$100 deductibles, with a drug rider of \$10, and pay 10 percent of the premium. The Coloma Township agreement provides Blue Cross/Blue Shield [BC/BS] traditional, with \$100/200 deductibles, the deductibles reimbursed by the Employer, a \$3 drug rider, and no shared premiums. Dowagiac provides BC/BS PPO, with no deductibles, a \$5 drug rider, and no shared premiums; however, if an employee chooses BS/BS Traditional coverage, there are bi-weekly contributions as follows: Single: \$10; Couple: \$12.50; and Family: \$15.00. New Buffalo's officers have BC/BS Traditional, with deductibles of \$50/100, a 90/10% drug rider, and a 5% premium contribution by the employee. Niles Township officers have BC/BS Traditional, \$100/150 in deductibles, a \$5 drug rider, and no shared premiums.

The Township asserts in its Arbitration Brief (pp. 5 ff.) and through testimony by Chief Kesterke (Transcript, pp. 42 - 45, 56 - 57), that hospitalization rates for Department employees are increasing at a sharp and alarming rate.

...At the end of the last contract insurance premiums were \$534.00 per month. At the time of arbitration family hospitalization premiums were \$627.41 per month. Presently, insurance premiums are \$707.74 per month. This represents a 13 percent increase in the last year - an increase of 32 percent for the last two years. As of the end of the last contract, employees paid a family contribution of \$25.11 per month, and have a prescription card carrying a two dollar (\$2.00) co-payment. Under the current contract language, the officers would pick up increases between seven and 15%, and increases over 15% would be negotiated. Were the current arrangement to continue, the officers would at minimum pay one year with a six percentage point increase, and one year an eight percentage point increase (for a total of 14 percent, without compounding). If the excess increase over 15 percentage points were shared equally, the officers would pick up an additional 2 percentage points, amounting to 16 percentage points of the 32 percentage point increase, or approximately one-half the increase. (Employer Arbitration Brief, pp. 5 - 6),

The Employer further asserts that its approach is well-reasoned, deals with the dilemma of constantly increasing costs, and puts the officers in a better situation than they are in their current plan.

The Employer could propose continuing the last contract language and let the officers pay the share to which they agreed. The Department believes this only amounts to ignoring a problem, and therefore has proposed a solution that mutually benefits both the officers and the Department, not only as to benefits but as to cost...It should be recognized that comparable Departments are addressing the issue of rising health care insurance with co-pays, increased deductibles, preferred provider organization plans instead of insurance plans, and increased prescription cards.

The 32 percent increase in premium cost over the past two years is a serious problem which must be addressed. The challenge is to identify an equitable means of doing so under the Act 312 Section 9 guidelines. The same sub-sections of Act 312 Section 9, as listed under Wages above in condensed form and on page 2 of this document in their entirety, are applicable, i.e., sub-sections (c), (d), (e), (f), and (g).

#### Shift Selection - Discussion

The Union proposed that shift selection be a right determined by seniority. Both the Union and Department witnesses testified that shift selection has not been problematic up to this point.

... The Union witness testified that the Department has generally honored shift selection by seniority (Transcript, p. 23, lines 23-25). The Chief testified that he is committed to accommodating the scheduling preferences of senior officers if it does not adversely affect the functioning of the Department. (Transcript, p. 59, lines 14 - 25). Not one issue of an officer being denied his preference has been raised. It has not been an issue. Even with the addition of new officers to this Department, it has not become an issue.

...There is a singular and compelling reason that the Department must maintain the discretion to assign shifts -- lone officer coverage on the night shift. This reason is attributable to the fact that the Department is very small and has operated for years providing around-the-clock coverage, with a single patrol officer during the morning hours. As such, flexibility and discretion in scheduling is necessary. Assignment by seniority could lead to undesirable and possibly dangerous situations....currently 40 and soon 50 percent of the force has less than one year of experience....the Union's proposal could mean the Department must [as in original] put its newest hire on midnights, unsupervised. This is simply untenable. (Employer Arbitration Brief, pp. 8 and 9).

This is a non-economic issue. Act 312 Section 9 sub-section (a) the lawful authority of the employer; (d) and (h), as listed above under Wages and on page two of this document in their entirety, are applicable.

## INCLUSION - DISCUSSION

There was some indication that agreement had been reached over the issue of inclusion. "The Department had agreed to retroactivity on wages, but apparently it wasn't clear to the Union that retroactivity was intended for employees who remained." The Union advocated a more inclusive approach. (Employer Arbitration Brief, p. 9).

The Union position is supported by Act 312 Section (h), such other factors which are normally or traditionally taken into consideration in the ...determination of conditions of employment....

## SHIFT SELECTION

The Union asserts that its request to have shift selection based on seniority placed in the collective bargaining agreement would simply formalize what the practice has been for approximately six years , as indicated in the record (Transcript, pp. 23 - 24). There has not been a problem with shift selection by seniority (Transcript, pp. 59 - 60), even when the small size of the Department is taken into account. When comparable communities are examined, five of the six have shift selection by seniority in their collective bargaining agreements. (Union Ex. 1, Tab 5, p. 2). The Chairman believes that there is every reason to memorialize what has become a long-standing practice.

The Union position is supported by Act 312 Section 9 subsections (d), comparison of the conditions of employment, etc.; and (h), such other factors ...which are normally taken into consideration in the determination of...conditions of employment... The individual employee's ability to schedule for the future with

a high level of certainty is without doubt a valued condition of employment, and one which is normally available to senior employees.

## SUMMARY

The panel's acceptance of the Union position on wages and of the Employer position on hospitalization is justified by the comparables and the totality of the award, i.e., the combination of issues as awarded. Although the Employer position on wages was warranted at the time of negotiations, subsequent economic developments by the time of this award are such that a 4 percent increase for the third year is reasonable and justifiable by the comparables. The public interest and the ability of the unit of government to pay were also dealt with, with no negative factors found, and helped rationalize this determination. Considered as a total package, this analysis supports both the Union position on wages and the Employer position on hospitalization, with some degree of weight being placed on the existence of the MERS B-3 pension plan. Section 9g of Public Act 312, changes during the course of the 312 Arbitration proceedings, is especially applicable.

The Union request to require that scheduling be carried out on the basis of seniority has merit. It is my position that there is every reason to memorialize it because it has been a long standing practice. Further, it should have a positive effect on labor relations within the Department inasmuch as it will provide more predictability to scheduling, and therefore an opportunity for personal planning and scheduling on the part of the employee. It is also noteworthy that the Union dropped its original request that any change in the schedule shall result in the employee being paid one and one-half (1 1/2) times his/her regular rate of pay for

all hours worked outside of his/her normally scheduled hours. This decision is based in significant measure on Section 9h of the Act, which provides for factors normally taken into account in labor negotiations.

The panel accepts the Union position on equity. Basic fairness and equity require that those left the bargaining unit prior to the date of this award benefit from the award covering the time period in which they served. Commentary above under the title DISCUSSION AND ANALYSIS examines the somewhat unique uncertainties resulting from a political environment in a consolidated or merged unit in which the existing organization may be dissolved. The specific sub-sections of Act 312 Section 9 which were utilized are listed under discussion of each of the four items.


The Chairman notes and appreciates the professional manner in which the delegates, advocates witnesses carried out their responsibilities.

## AWARD

### 1. DURATION

- The parties stipulated to a contract term of July 1, 1998 through June 30, 2001.

  
Chairman Donald R. Burkholder

  
Union Delegate James J. Quinn

Dissenting:

  
For Employer Delegate Charles Ammeson

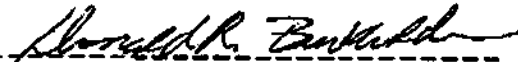



## WAGES

### (Economic Issue)

The panel majority adopts the Union offer as follows:

"Effective July 1, 2000, a 4% across-the-board wage increase for the third year of the Collective Bargaining Agreement."

  
-----  
Chairman Donald R. Burkholder

  
-----  
Union Delegate James J. Quinn

Dissenting:

  
-----  
Employer Delegate Charles Ammeson

## HOSPITALIZATION INSURANCE

(Economic Issue)

Article XIV - Article XIV to be amended to provide seven (7%) percent flat co-pay by employee, and otherwise continued without change, all to read as follows:

### ARTICLE XIV HOSPITALIZATION, LIFE AND LIABILITY INSURANCE

Section 1. Hospitalization Insurance. The Employer agrees to maintain and pay 93% of the cost of the present hospitalization plan for employees and their families. The hospitalization plan shall provide full coverage for all of the usual family dependents when they are properly enrolled. This includes: wife or husband and unmarried children until the end of the year in which they reach 19 or to any age if they are "totally and permanently" disabled by either birth, legal adoption, or a legal guardianship (while they are in your custody and dependent on you) and your spouse's children while they are residing as members of your household.

#### COVERAGE FOR YOUNG ADULTS OVER 19 (Riders F & FC)

An employee may apply for coverage which protects young adults after the end of the year in which they reach 19. To be eligible, these young people must be unmarried, dependent on the employee for more than half their support as defined by the Internal Revenue Code of the United States, and they must reside with the employee or be in temporary residence at school or summer camp. Plan benefits for these young adults are exactly the same as the employee's. Eligible dependents may be covered in this manner until the end of the year in which they reach 25, or they may remain covered to any age if they are "totally and permanently" disabled by either a physical or mental condition prior to age 19. The additional rate for each dependent is added to the rate for the employee's own contract and is to be paid by the employee.

#### COVERAGE FOR DEPENDENTS OVER 25 (RIDERS SA & SD)

The employee may apply for coverage for other eligible dependents who are related by blood or marriage or reside in the employee's household. Such dependents must be dependent on the employee for more than half their support as defined by the Internal Revenue Code of the United States. Regarding the employee's Sponsored Dependents, there is an additional cost for each dependent and coverage can be continued as long as the employee's contract remains in effect or until the dependent no longer meets the eligibility requirements. All costs for Sponsored Dependents shall be borne by the employee.

Section 2. Life Insurance. The existing Employer-paid life insurance policy shall be continued with benefits of \$10,000 with double indemnity in case of accidental death.

Section 3. Layoff. To the extent permitted by the provisions of insurance policies, a laid-off employee may continue the benefits in effect by paying the premiums to the Employer in advance of the due date.

#### GROUP CARE BENEFITS DEFINED

In addition to the current existing hospitalization plan, which includes comprehensive hospital and surgical combined with the drug purchase plan, the Employer shall furnish group dental care benefits. The dental benefits shall be the Preventative Preferred Program.

The Employer shall also furnish Vision Care Expense Benefits as provided in the A-80 Vision Program currently available through Blue Cross/Blue Shield.

In the event the Employer changes hospitalization plans, the same benefits listed in this contract shall be provided with the new carrier.

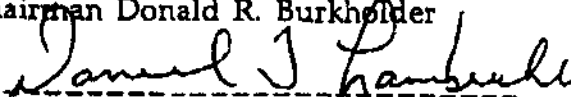
Section 4. Liability Insurance. It is the intent of the Employer to support its employees in the performance of their official duties and performing services arising out of their employment. To this extent should an employee

become sued because of such activities, the Employer shall assume their defense, provide legal counsel at its expense and assume resulting judgments against them for non-intentional conduct arising out of their official duties and in the course and scope of their employment.

The Employer may meet this obligation by maintaining insurance coverage for the above amount not less than that in effect on June 30, 1996, and shall have no further responsibility thereafter.

Should the Employer fail to obtain and maintain insurance coverage for the above, then the Employer shall be deemed a self-insurer and shall be liable for the conditions outlined above.

  
-----  
Chairman Donald R. Burkholder

  
-----  
For Employer Delegate Charles Ammeson

Dissenting:

  
-----  
Union Delegate James J. Quinn

## INCLUSION

### (Economic Issue)

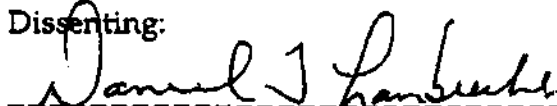
(Insert the following under the existing first paragraph of Article 1 - Purpose and Intent)

Section 1. All individuals who are or where members of the bargaining unit during the term of the collective bargaining agreement (July 1, 1998 through June 30, 2001) and specifically includes any individuals who left the bargaining unit prior to the date of this Award.

  
Chairman Donald R. Burkholder

  
Union Delegate James J. Quirin

Dissenting:

  
Employer Delegate Charles Ammeson

for

## **SHIFT SELECTION**

(Non-Economic Issue)

### **Article XVIII - Shift Schedules**

Employees shall have the right to select shifts by seniority. Shift selection shall be for a six month duration with selections in December by the fifteenth of the month for shifts effective January 1 and in June by the fifteenth of the month for shifts effective July 1.

  
Chairman Donald K. Burkholder

  
Union Delegate James J. Quinn

Dissenting:

  
Employer Delegate Charles Ammeson