568

Jub. 11/95

# STATE OF MICHIGAN DEPARTMENT OF LABOR EMPLOYMENT RELATIONS COMMISSION COMPULSORY ARBITRATION UNDER ACT 312 (PUBLIC ACT OF 1969, AS AMENDED)

In the Matter of

The City of Muskegon,

Employer,

MERC <u>Act 312</u> Case No. G94 H-4011

-and-

Opinion and Award of Arbitration Panel -

Police Officers Labor Council,

Union.

#### ARBITRATION PANEL

Sheldon H. Adler, Chairman John C. Schrier, Employer Delegate Fred LaMaire, Union Delegate

#### **APPEARANCES**

For the City:

John C. Schrier, Esq.

For the Union:

Kenneth W. Zatkoff, Esq.

wheger, aty of

LABOR AND INDUSTRIAL RELATIONS COLLECTION

Michigan State University

#### INTRODUCTION

On June 5, 1995, the arbitration panel and representatives of both the City and the Union, conducted a pre-hearing conference, at which time preliminary issues were discussed and resolved, dates

were selected for hearings, and ground rules were established.

Issues which had been resolved prior to this meeting were briefly discussed. Formal hearings were set for September 11, 1995,

October 2, 1995, and October 6, 1995; leaving open additional dates if they were necessary.

The next meeting, which in fact, was a full hearing, was held on September 11, 1995, at which time the following occurred:

The following issues were withdrawn or resolved by the parties.

ISSUES WITHDRAWN

# Union Issues Resolved Or Withdrawn

The issues presented by the Union which were withdrawn, are as follows:

Shift Differential was withdrawn;
Shift Schedule was withdrawn;

Holiday Issue was withdrawn;

Educational Bonus - the Union's proposal was adopted, thereby increasing the amount of bonus for an Associates Degree from \$250.00 to \$500.00, and for a Bachelors Degree from \$500.00 to \$750.00;

Retirement Issue - the parties agreed that the multiplier for final average compensation for retirement would be increased from 70% to 75%; the second part of that issue, being increasing the multiplier from 2.3 to 2.4, was withdrawn.

# Union Issues Remaining To Be Resolved

The following Union issues were not resolved and will be resolved by this document:

Wages and Residency.

# Employer Issues Resolved

Flex Time was withdrawn;

Vacation Draw was withdrawn;

Overtime was withdrawn;

Health Insurance issues as follows;

Co-Pay for Prescriptions is resolved as follows, non HMO members will be increased to a flat \$5.00 prescription card;

The remaining health insurance issue being, premium sharing, must be resolved by the Arbitrator;

Retiree Prescription Coverage is withdrawn.

# Issues To Be Resolved By The Panel

Issues to be resolved by the Panel are as follows:

Wages;

Tuition Reimbursement;

Residency;

Health Insurance Co-Pay.

# Comparables

The parties have stipulated that the following are agreed to comparables:

City of Holland;

City of Muskegon Heights;

City of North Shores;

County of Muskegon.

Although the parties did not agree to the following additional communities, the City's proposal of Muskegon Township, and the Union's proposal of Kentwood; the parties have stipulated that the arbitrator may review information provided by the party proposing that community, and rely on that community's statistics to the extent the arbitrator deems relevant. In addition to the above, testimony of witnesses was heard. The two witnesses being; Union President, Officer John Workman, and Assistant City Manager, Lee Slaughter. Their testimony covered the following subjects:

Officer Workman testified on direct and crossexamination with regard to the issue of residency; and

Employer witness Slaughter testified with regard to some economic issues.

# Statutory Authority

Act 312 of 1965, MSA 17.455(31) MCL 423.231, et seq., provides for compulsory arbitration of labor disputes of municipal police officers and fire departments. Section 8 of Act 312 states in relation to economic issues that:

An arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors described in Section 9. the findings, opinions and orders as to all other issues shall be based upon the applicable factors prescribed in Section 9.

Section 9 of Act 312 contains eight factors in which the Arbitration Panel shall base its opinion and orders. The factors are as follows:

a. The lawful authority of the employer;

b. Stipulation of the parties;

1 to 1

- c. The interests and welfare of the public and 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 communities generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- e. The average consumer prices for goods and services commonly known as the cost of living.
- f. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, continuity and stability of employment, and all other benefits received;
- g. Changes in any of the foregoing circumstances presented during the pendency of the arbitration proceedings;
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact findings, arbitration or otherwise between the parties, in the public service or in private employment.

Arbitration Panel must be supported by competent material and substantial evidence on the whole record. This is supported by the Michigan Supreme Court's decision in <u>City of Detroit v Detroit Police Officers Assoc</u>, 408 Mich 410 (1980). In this case the Court commented on the importance of the various factors as follows:

The legislature has neither expressly or implicitly evinced any intention in Act 312 that each factor of Section 9 be accorded equal weight. Instead, the legislature has made their treatment, where applicable, mandatory in the panel through the use of the word shall In effect then, the Section 9 in Section 8 and 9. factors provide a compulsory check list to insure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the legislature and codified in Section 9. Since the Section 9 favors are not intrinsically weighted, they cannot of themselves provide the arbitrator with an answer. It is the panel which must make the difficult decision of determining which particular factors are more important in resolving a contested issue under the singular facts of the case. Although, of course, all applicable factors must be considered. 408 Mich at 484.

#### Comparability

Section 9 of Act 312, MSA 17.455(39), MCLA 423.239, sets forth the factors upon which an Act 312 arbitration panel is to base its findings, opinions and order. Although Section 9 establishes eight criteria for the arbitration panel to consider, it is clear that all of the criteria need not be weighted equally. It is the Panel which must make the difficult decision in determining which particular factors are more important in resolving a contested issue ... City of Detroit v Detroit Police Officers Association, 408 Mich 410, 484 (1980. Traditionally, comparability is of great importance in Panel deliberations.

Section 9 does not specify which factors establish one community as more comparable than another. In fact, each arbitration panel appears to have its own idea as to which factor(s) it deems to be most important. Factors such as population, SEV, budgets, department size, geographic proximity and the overall nature of the community involved traditionally appear

to be examined when determining comparability. However, it is clear that many other factors or simply one factor alone can be relied upon by an arbitration panel in making its determinations. Because there is no magical formula, arbitration panels are forced to make comparability decisions on a case by case basis.

### <u>Discussion</u>

In the briefs, exhibits, and to some extent at the hearing, the parties provided evidence and argument covering some, if all, of the factors to be considered.

#### WAGES (Appendix A)

The parties have by stipulation agreed, that the contract shall be for three years beginning January 1, 1995. The proposals are as follows:

	<u>City Proposal</u>	Union Proposal
1/1/95	3.75%	4.25%
1/1/96	3.75%	4.0%
2/2/97	3.50%	4.0%

The majority of comparable contracts provided a pay increase ranging between 2.0% and 3.5%. The comparable communities provided increases as follows:

<u>Comparable</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Holland	3.0%	3.0%	3.0%
Kentwood	3.0%	3.0%	N/A
Muskegon	3.0%	3.0%	N/A
Muskegon Heights	3.0%	3.0%	2.25%
Muskegon Township	2.0%	2.0%	N/A

3.5% 3.5%

#### Norton Shores

#### Discussion With Regard To Wages

The Union in their brief, and to an extent at the hearing, argued strenuously that the City has the financial ability to pay what the Union demands. The Union points to Joint Exhibit 4, indicating an undesignated fund balance of approximately 1.5 million dollars for the year ending December 31, 1994; a general fund balance of in excess of 2 million dollars; as well as additional fund balances in other government funds, unreserved and undesignated, which total almost 7 million dollars. All of the above indicates an extremely fiscal position for the City.

In further support of their argument, they indicate as follows: If the panel were to find for the Union, a patrol officer at top pay would receive \$174.00 per year more for the year 1995 than if the panel were to find for the City. In 1996, that figure would be \$98.00, and in 1997, that figure would be \$199.00. The total combined wage difference for the three years being \$471.00.

The Union further argues that among the comparables, effective July 1, 1995, the average salary is \$38,491.00. Under the Union's proposal, patrol officers would continue to rank fifth at approximately \$2,205.00 below average. If the City's proposal were adopted, that discrepancy would increase to \$2,397.00 below average. This of course, applies to the four agreed to comparable communities and the community of Kentwood, which the Union has requested that I consider, however, it does not apply to Muskegon Township, since those figures were apparently unavailable.

Based on the Union's exhibit I-7, only two communities have contracts which extend into July of 1996. Therefore, using the 1996 wages for Muskegon County and Norton Shores, and the July 1, 1995 wages of Holland and the City of Kentwood, the average salary among the four comparables is \$39,093.00. This number, argues the Union, is substantially higher if the 1996 wage of Holland and Kentwood were available. Nevertheless, Muskegon patrol officers salary is \$1,356.00 below average under the Union's proposal, and \$1,646.00 below average under the City's proposal. It should also be noted that the average 1996 salary among the comparables, \$39,093.00 as used above, is \$336.00 more than the 1997 wages under the City's proposal.

Referring to its exhibits, the Union further argues that the total economic compensation package for the average ten year patrolman among the comparables in 1995, is \$39,673.00 per year. Muskegon currently is \$35,365.00, which would approximately \$4,308.00 below that average. Under the Union's proposal, the economic compensation would rise only to \$37,111.00; the City to \$36,719.00. In either case, ten year patrolmen would be at worst, \$2,954.00 below average, or at best, \$2,562.00 below average.

Finally, the Union argues that even if the Union's proposal were accepted, the salary for Muskegon patrol officers would be in 1997, not even equal to the average wage among the comparables as of July of 1996, and over \$300.00 below, if the City's proposal were accepted. Therefore, of course, the Union argues that their position must be accepted since it is a realistic expectation, and

is equitable and well within the City's ability to pay.

# Employer's Argument With Regard To The Wage Proposal

The Employer argues in support of their wage proposal, that the majority of comparable contracts provided a pay increase ranging only from 2% to 3.5%, stating that the comparable of Holland increased for the years 1995 through 1997 3% per year; Kentwood for 1995 and 1996 only, at 3%; Muskegon 3% for 1995 and 1996; Muskegon Heights, 3% for 1995 and 1996, and 2.25% for 1997; Muskegon Township, 2% for 1995 and 1996, respectively; and Norton Shores, 3.5% for 1995 and 1996, respectively.

The Employer goes on to note that Muskegon County's increase consisted of a 2% increase effective January 1, and a 1% increase July 1, and that the increases of other city employees for the years 1995, 1996, and 1997, are: for SEIU in 1995 2.25%, 1996, 2%, 1997, 2%; for fire employees in 1995, 3.5%; for clerical employees in 1995, 3.25%. There is no increase noted for 1996 and 1997 for fire and clerical.

The Employer, referring to their proposal, claims that its percentage increase makes the Union competitive with the comparable cities. Further, that the Union proposal would move the City from the fifth highest paid municipality in 1994, comparing the City to Kentwood, Holland, Muskegon County, Norton Shores, Muskegon Township, and Muskegon Heights, to the third highest in 1996. Mentioning parody with the City of Norton Shores, which is geographically adjacent to Muskegon, the City argues that it would end parody without justification.

Finally, the City argues that the comparables do not support the percentage increase demanded by the Union. The average increase given to other municipalities and other city unions, as compared to the Union's request for the years 1995, 1996, and 1997, is, argues the City, substantially less than the Union's demand. The City, of course, argues that its proposal is supported by the comparables and by the arguments, and that the Union's argument is not and therefore, should not be adopted by the panel.

## Decision of the Panel With Regard To Wages

Having carefully reviewed the available data with regard to comparables; having paid particular attention to the City's ability to pay and their financial condition; with regard to wages, it is apparent that the Union's proposal, which is modestly higher than that of the City's, is more appropriate. The City does not claim an inability to pay, and the degree of change is reasonable, and well within the standards set by the factors considered under Section 423.239 of Act 312.

#### **AWARD**

#### WAGES

On the basis of the finding of fact from the record as a whole, and in consideration of each of the relevant factors of Section 423.239 of Act 312, and particularly, on the basis of the Union's last best offer taken as a whole, the Union's last best offer is accepted, and the City's last best offer is rejected with regard to wages. Wage increases shall be as follows:

Effective 1/1/95 4.25%

Effective 1/1/96 4.00%

Effective 1/1/97

4.00%

Sheldon H. Adler, Chairman

Panel Member(s) Dissenting

Panel Member(s) Concurring

Led Killain

Dated this \_\_\_\_ day of \_\_\_\_\_ Muskegon, Michigan

# HEALTH INSURANCE PREMIUM CO-PAY (Section 23.1)

Presently, under Section 23.1 of the Collective Bargaining Agreement, there is no co-pay for health insurance. The City has proposed paying a maximum premium of \$350.00 per month. If the premium exceeds \$350.00 per month, the employee would pay the excess. The Union's original proposal was to maintain the status quo.

The City argues as follows: Presently, they provide health care at no cost to the employees who have the option of either a traditional plan, or an HMO. The City has negotiated and provides for sharing of health insurance premiums with other Union employees, i.e., all Union employees excluding police and fire. The City will pay the full cost of its employees' health care if the employees select the traditional plan. If the employee selects the HMO, the employee shall be required to pay \$20.00 per month as a co-pay on that premium. Finally, the Employer argues that there

would be no cost to the patrol officers if they select the traditional plan. Only if the officers select the HMO would there be a cost differential, and argues the City, that differential is nominal.

# Union's Proposal With Regard To Health Insurance Premium Co-Pay

The Union argues for the status quo, stating as follows:

When internal comparables are compared, it is seen that the DPW and clerical employees do pay a co-pay if the HMO coverage is selected, however, all other internal bargaining units, Command Officers, etc., have no obligation to pay a co-pay. Using the external comparables, the Union argues that with the exception of Muskegon County, no other police department requires its employees to share in premium costs. Muskegon County requires only a \$10.00 per month co-pay.

The Union goes on to argue that the City has not, by competent clear material and convincing evidence, presented its proposal, nor does it meet the statutory criteria to permit the panel to take any other action than rule for the status quo. Going on to argue that there is nothing to suggest in the testimony or exhibits that the City is out of line with comparable communities, or that they lack financial ability to meet the costs to retain the status quo.

The panel after reviewing the testimony, evidence, and briefs, finds that the Employer has not by clear, competent, compelling, and material evidence, met its burden. The panel must therefore rule that the status quo with regard to health insurance premium co-pay remains. There is no showing that there is such a burden

created by the status quo as to affect the criteria as set forth in Section 423.239 of Act 312.

#### AWARD

# HEALTH INSURANCE PREMIUM CO-PAY

On the basis of the finding of fact from the record as a whole, and in consideration of each of the relevant factors of Section 423.239 of Act 312, and particularly, on the basis of paragraphs D, F, and H, the Union's last best offer is accepted, and the status quo remains, the City's demand is rejected.

	Sheldon H. Adler, Chairman
Panel Member(s) Dissenting	Panel Member(s) Concurring
Dated this day of	

# EDUCATION ALLOWANCE (ELIMINATION OF TUITION REIMBURSEMENT)

Pursuant to the present agreement, the City has agreed to pay an annual education bonus (see Jt. Ex. 2, Sec. 33 of the Collective Bargaining Agreement) The payment was \$250.00 for an Associate's Degree and \$500.00 for a Bachelor's Degree. The bonus as a result of these negotiations, increases to \$500.00 for an Associate's Degree and \$750.00 for a Bachelor's Degree.

The City has in the past reimbursed employees for classes related to the employees' work. This tuition reimbursement has

never been incorporated in the Agreement. The City has begun eliminating the tuition reimbursement for all other Union employees except Police Patrol and Police Command. The City is in the process of negotiations with Police Command, and has, according to their argument, tentatively agreed to eliminate tuition reimbursement for that unit.

It is the Employer's position that it does not wish to pay twice for the same thing. Their proposal is to eliminate the tuition reimbursement prospectively only. Insofar as anyone who has signed up for classes for this Fall with the anticipation of being reimbursed, those people will receive the reimbursement. Pointing to internal comparables, which support the elimination of tuition reimbursement, they further argue that other municipalities in their contracts support the City's position. The City does not state that this is based on a cost to the City, but rather that the elimination of tuition reimbursement is a philosophical issue Briefly stated, the City argues that they should not reimburse employees for tuition and then provide a bonus for completion of the education paid for by that tuition reimbursement.

# Union's Argument

The Union requests that the status quo remain. The Union reiterates that this argument is based strictly on a philosophical basis, and not for economic reasons. Further, the Union argues that there is a great benefit to the City to have educated, well-rounded individuals as patrol officers. Further, the Union argues that the City should encourage employees to obtain instruction

courses related to their jobs, rather than to "stifle," in the Union's words, the attempt at accomplishing this.

A review of the facts and particularly, the fact that there has been an increase with regard to the amount of money paid for an advanced degree, it is the ruling of this panel that tuition reimbursement is eliminated for the City of Muskegon patrol officers.

#### <u>AWARD</u>

# EDUCATION ALLOWANCE (ELIMINATION OF TUITION REIMBURSEMENT)

On the basis of the finding of fact from the record as a whole, and in consideration of each of the relevant factors of Section 423.239 of Act 312, and particularly, on the basis paragraphs D, F, and H, the City's last best offer is accepted, and the Union's is rejected. Tuition reimbursement is eliminated.

Panel Member(s) Dissenting

Panel Member(s) Concurring

Panel Member(s) Concurring

Dated this \_\_\_\_ day of \_\_\_\_\_, 1999 Muskegon, Michigan

#### RESIDENCY

It is the Union's last best offer that the current residency language which reads:

The Union acknowledges the City's commitment to the

concept of residency. All employees who enter the Bargaining Unit after August 1, 1986 shall be subject to the policy and shall, as a continuing condition of employment, maintain their residence in the City of Muskegon. Said residency shall be accomplished no later that the completion of the employee's probationary period.

be deleted and that new language be incorporated into the agreement which would read as follows:

All employees who enter the bargaining unit after August 1, 1986, shall, as a continuing condition of employment, maintain their residence within the County of Muskegon.

The City's response to this issue is that the status quo with regard to residency be maintained.

The Union argues that the current language does not apply to an employee who was hired prior to August 1, 1986. Currently, 18 members of the patrol officers bargaining unit, hired prior to August 1, 1986, which consists of approximately one-third of the Department, may live any place they desire.

Discussing the comparables, the Union argues that Muskegon Heights, is the only other community with a residency requirement. Reasoning that the other communities pay their employees 40 hours per week for services rendered, and that should be sufficient, implying that residency is a condition which adds an additional work requirement. There is no indication, reasons the Union, that a relaxing of the current residency requirement would negatively impact on the City's ability to run their department.

The Union does not seek the elimination of the residency requirement, only that all current patrol officers should be similarly situated. Expanding the residency requirement so as to

allow bargaining units' members to live within the County, assures the Department that employees will be in relatively close proximity to the Department, if needed.

In discussing this issue at the hearing, Union President Workman, gave testimony as to the following incidents:

Detective Mark Lewis, who lives in the City, was involved in a domestic problem which started near his house, and ending at his house. The people involved were looking for assistance, because they knew that he was a police officer. As it turned out, Patrolman Lewis, while off duty, was assaulted during this incident and the incident took place in front of his wife and children.

The second incident involves Detective Monica Shirley relating that a young man whom she had previously arrested, and who lives in her neighborhood, found out where she lives. That person came to her home, however, no incident took place as a result of that contact.

Detective Christine Burnham had her personal vehicle vandalized and spray painted, and from the items painted on her vehicle, she believes that this was as a result of her being a police officer in the City.

Officer Roger DeYoung was subjected to a neighbor's domestic violence situation, where it became ultimately necessary that he arrest the neighbor to stop the problem.

Officer Workman, the Union's witness, related an incident whereby while he was mowing his lawn in front of his house, with his young daughter present, a young man whom he had contact with

previously, came over and stated, "So this is where you live. I know where you live now." Officer Workman feels that this is an unnecessary, unnerving experience for both his wife and children. Additionally, he relates that while shopping, he has encountered people he had arrested, and was forced to get into a discussion regarding their relationship.

The final incident related involved Officer Julie Larabie Lewis, whose house was broken into and after the subjects were apprehended, they specifically stated that she knew she was a police officer and they were looking steal her gun.

Officer Workman testified that the overwhelming majority of patrol officers are opposed to the residency requirement. Of his own personal knowledge, he is aware of officers who have left the Department, or are planning to leave the Department, because of residency requirement. He further testified that to his knowledge, three Command Officers are not in compliance with the residency requirement.

## The City's Position With Regard To Residency

The City's response to this proposal is that the status quo remain. They indicate that the Commission solidly supports the residency requirement. Residency was a condition of employment at the time of hire, and pursuant to the agreement, is and should remain, a continuing condition of employment. The City further argues that there are police officers who voluntarily reside in the City. The City consistently has required that its employees in other bargaining units, and its non-represented employees, are all

required to live in the City. Of the comparable communities in the exhibits, it is the City's argument that nearly one-third of those communities require some form of residency requirement.

Responding to the incidents of Officers Lewis, Burnham, DeYoung, and the others, the City argues that five instances within a ten year period is insufficient to warrant the change of this policy, and in some cases, lends credence for the reasons why it is desirable to have police officers living in the community where they work, further arguing that in the cases of Lewis and DeYoung, neighbors sought the assistance of neighbors, who happened to be police officers, and this probably minimized a potential problem. With regard to the instances of Officers Shirley, Lewis, and Workman, the incidents which took place, could very easily have taken place had the officers not lived in the City.

The City further argues that the Union's proposal to expand residency to the County, would or could not alleviate or eliminate the request for the help by neighbors, or eliminate the possibility of bumping into people in shopping centers or stores, with whom the officer had prior contact with. In fact, argues the City, it is to be expected that officers may live near people they have arrested, or who have been arrested by the Department.

With regard to the three Command Officers who the Union argues were not in compliance, the City responds that Command Officers Pyles and Weibenga, both have two residences; one of which is in the City of Muskegon, and the second, out of the City of Muskegon. The third officer involved, Sgt. Fox, is married to a police

take judicial notice of a practice of allowing spouses who have residency requirements in different municipalities, to permit a waiver, so long as the individual remains married and residing in

the other municipality. Further arguing that those cases where

officer working in the City of Muskegon Heights. Muskegon Heights

also has a residency requirement. The Employer asks that the panel

affected employees may have more than one residence, hardly provides support for the proposition that the City does not enforce its residency requirement. The City argues that the Union's statement that individuals do not apply for employment with the City of Muskegon, due to the residency requirement is incorrect, citing that the last

recruitment of police officers consisted of 50 applicants, and there is no suggestion that the requirement has affected either the quality or quantity of applicants. The Panel, after reviewing all of this testimony, having paid

particular attention to the concerns of the individual police officers who have personally been affected, and further, taking consideration the length of time that the residency into requirement has been in effect, does not believe that the Union has met the burden necessary pursuant to the Act, which would persuade the majority of this panel to change the present residency requirement. It is therefore the ruling of the majority of this

21

panel that the section in the Collective Bargaining Agreement with

regard to residency remain unchanged.

#### <u>AWARD</u>

# RESIDENCY

On the basis of the finding of fact from the record as a whole, and in consideration of each of the relevant factors of Section 423.239 of Act 312, the City's last best offer of status quo is accepted, and the Union's offer of change is rejected.

Sheldon H. Adler, Chairman

Panel Member(s) Concurring

Panel Member(s) Dissenting

hel Camain

Dated this \_\_\_\_ day of \_\_\_\_\_ Muskegon, Michigan

# STATE OF MICHIGAN DEPARTMENT OF LABOR EMPLOYMENT RELATIONS COMMISSION COMPULSORY ARBITRATION UNDER ACT 312 (PUBLIC ACT OF 1969, AS AMENDED)

In the Matter of

The City of Muskegon,

Employer,

MERC Act 312 Case No. G94 H-4011

-and-

Opinion and Award of Arbitration Panel -

Police Officers Labor Council,

Union

#### SUMMATION OF AWARD

The arbitration panel adopts the award set forth below, and also notes that the panel members have indicates those issues on which they concur and those issues on which they do not concur.

1. Wages

Union's proposal is adopted

2. Health Insurance Premium Co-Pay

Union's proposal is adopted

3. Education Allowance (Elimination of Tuition Reimbursement)

City's proposal is adopted

4. Residency

City's proposal is adopted

Sheldon H. Adler

Chairman

John C. Schrier

Employer Delegate

Fred LaMaire Union Delegate