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JUL 25 1985

STATE OF MICHIGAN
ACT 312 ARBITRATION

In the Matter of)	
)	
City of Burton, Michigan,)	Michigan Department of Labor
Employer)	Employment Relations Commission
)	Case No. D83 D-1153
and)	
)	
Michigan Law Enforcement Union,)	
Teamsters Local 129,)	
Flint, Michigan)	

ARBITRATION PANEL

Nathan Lipson, Chairman
S. Olof Karlstrom, Esq., City Designee
Larry Gregory, Union Designee

APPEARANCES

City

S. Olof Karlstrom, Attorney
Jane Nimcheski, Mayor
Dennis Lowthien, City Assessor
Herman, Clark, Chief of Police
Bradley C. Becker, Tresurer/Controller
Arnold James, Personnel Director

Union

Billy D. Mendenall, Spokesman
Larry D. Gregory, Secretary/Treasurer
Jerry D. Caster, Business Representative
Howard J. Shifman, Attorney
Phillip Althud, Steward

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Burton, City of

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EMPLOYMENT RELATIONS COMMISSION
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PROCEDURAL BACKGROUND

Following a mediation meeting between the parties, on December 7, 1983, the herein Union filed a Petition For Arbitration under Act 312, Public Acts of 1969, as amended, of the State of Michigan. The matter was designated as Case No. D83 D-1153 by the Michigan Employment Relations Commission, and on January 24, 1984, Nathan Lipson was appointed as Chairman of an Arbitration Panel in the case. Thereafter, there were two pre-trial meetings on March 31, and October 31, 1984, in which the issues in the case were designated and a number of exhibits identified for later inclusion in the record. Subsequently, the Chairman took the position with MERC that the Petition For Arbitration should be dismissed because of inactivity, but the parties subsequently determined that arbitration was required and that formal hearings should ensue.

As a result, a pre-trial session took place on October 31, 1984, and formal hearings were held on November 29, 1984, and January 3, 1985. Thereafter, the parties submitted their last best offers and Post-Hearing Briefs in support of their positions regarding the issues in contention.

The Union, however, also submitted a letter dated March 24, 1985, in which it was contended that the City had taken positions inconsistent with the law and scope of the instant arbitration, relative to the term of the collective bargaining agreement and the attendant wage increases. This resulted in a number of telephone calls between the Chairman and Panel Members, which included

a conference call. The ultimate result was a modification of the City position on length of contract and wage adjustments.

ISSUES IN CONTENTION

I. Subcontracting

The last collective bargaining agreement between the parties, which had the stated term of July 1, 1982, until June 30, 1983, included the following:

"ARTICLE 9

SUB-CONTRACTING

"The parties agree that if it becomes necessary to subcontract present bargaining unit work, the City will confer with the Union to discuss any proposals by the Union before making any final decision."

The final Union position included the proposal that the Sub-Contracting Article be rewritten as follows:

"For the express purpose of preserving work and job opportunities for the employees covered by this collective bargaining agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-bargaining unit employees if it would cause the layoff of bargaining unit members."

The City's final offer did not include a subcontracting proposal. A review of the record indicates that neither party provided significant evidence on this issue. The Arbitration Panel does not accept the Union argument that the only possible result is an adoption of the Union position, but feels free to consider subcontracting on its merits.

The obvious difference between the Union proposal and the existing subcontracting language is that it is now suggested

that the contract prohibit the subcontracting or transfer of bargaining unit work to non-bargaining unit persons "if it would cause the layoff of bargaining unit members".. The existing language contains no such prohibition, but merely obligates the City to discuss any possible subcontracting "before making any final decision". The City's Post-Hearing Brief ascribes no cost to the inclusion of new subcontracting language.

The Arbitration Panel must reach the conclusion that the Union-sought modification is a reasonable job security provision for bargaining unit members. It seems difficult to justify the preservation of a theoretical City right to eliminate parts or all of the Police Department after discussing same with the Union. Moreover, the new language precludes subcontracting only to the extent that bargaining unit layoffs would ensue as a result --- i.e., other subcontracting, which might be justifiable from the City viewpoint, continues to be possible. It appears that adoption of the Union position on this issue is entirely compatible with the various criteria prescribed by law, and the panel agrees that the new subcontracting language should be in the forthcoming collective bargaining agreement.

II. Shift Premiums

Article 17 of the last labor contract provided the following:

"ARTICLE 17

SHIFT PREMIUM - NIGHT

"Full time patrolmen who are normally and regularly scheduled to perform work with shift assignments starting 3:00 p.m. and after and shift terminating at 7:00 a.m. and before shall receive a shift premium in the amount of four per-cent (4%) which will be added to their base hourly pay for those hours worked within the time frame

aforementioned."

The Union proposes that the above be replaced as follows:

"Full time patrol officers shall receive a shift premium consistent with their scheduled shift and the schedule set forth herein.

8 A.M. ----- 4 P.M.	No Premium
4 P.M. ----- 12 A.M.	4% (Afternoons)
12 A.M. ----- 8 A.M.	5% (Midnights)
8 P.M. ----- 4 A.M.	5% (Midnights)
12 P.M. ----- 8 P.M.	4% (Afternoons)"

The City's final shift premium offer is the following:

"1983-84	existing contract (4%)
1984-85	existing contract (4%)
1985-86	increase to 5% with shift premium to be paid for all hours worked in the time period beginning at 4 p.m. and ending the following day at 8 a.m."

With the modification in the City proposal from a three year to a two year contract, the Panel deems the 1985-86 City shift premium proposal applicable to 1984-85.

It is noted that the City proposal adheres to the present contract shift premium approach and simply increases the premium 1% in the second contract year. By contrast, the Union proposes immediate differentiation between "Afternoons" shifts, which would not be increased, and "Midnights" shifts which would rise by 1%. It is noted that the City approach, while deferring shift premium increases from the first year and obviating immediate costs, would result in higher shift costs in the long run, since all employees working non-day schedules would be increased.

The Panel views the Union proposal as better for both parties for two reasons: First, it is logical to provide a higher premium for "Midnight" schedules, which are generally deemed less

desirable. Secondly, as noted above, the long run cost impact of the Union proposal is better for the Employer.

III. Dental Insurance

The last contract provided the following dental coverage for employees:

"The Employer will pay the full premium for dental coverage as follows:

RIDERS

MBL-600	Provides a benefit of \$600 per member, per benefit year for dental services
CR 25-25-50	Provides a benefit of 75% for preventative dental services, 75% for restorative dental services and 50% for dentures and bridges, up to a maximum benefit of \$600 per member, per benefit year.
CDC-FC	Dental coverage for dependent children between the ages of 19-25."

The City proposes no change in existing coverage, while the Union's last and best offer is that the current plan continue with modifications as follows:

"1.) Increase class I and class II yearly benefit maximums to \$800.00 per employee and covered dependent.

"2.) Add CLASS III--ORTHODONTIA COVERAGE with \$1,000.00 life time maximum consistent with Delta Dental's underwriting requirements and parameters."

The City's Brief pointed out that the additional coverage requested by the Union would represent greater premium costs of approximately \$8,500 per year. The Employer also indicated that current coverage for patrolmen is the same as for employees in other City bargaining units. No information was provided

relative to the handling of dental insurance benefits by comparable municipal employers.

The Panel reaches the conclusion that improvement in dental coverage is not warranted in the forthcoming collective bargaining agreement. Respectable dental coverage is presently provided and the limited funds available for overall economic improvements make illogical additional expenditures in this area.

IV. Optical Insurance

The present Optical Coverage Article in the contract is as follows:

"The Employer will pay a sum total of \$85 for a calendar year per family for optical needs. This sum may be used in payment for frames, or exams, or lenses, and/or contacts, upon the presentation of billings by the employee."

The City proposed "no change in the existing contract" regarding this benefit, while the Union proposal again was for "\$85.00 FOR A CALENDAR YEAR PER FAMILY MEMBER FOR OPTICAL NEEDS." Since the Union proposal represents a radical cost increase in this area, it appears that this benefit should be carried forward into the succeeding contract unchanged.

V. Longevity Compensation

The last contract provided longevity benefits as follows:

"Those employees who have obtained six (6) years of service, and which continuous period has not been broken by any separation from the payroll, will be eligible to receive a longevity payment in the amount of 3%, which will be added to their base pay as of

their date of hire as a full time police officer. Those employees who have obtained eleven (11) years of service and which continuous period has not been broken by any separation from the payroll, will be eligible to receive a longevity payment in the amount of 5%, which will be added to their base pay."

The Union's present longevity proposal is:

"Those employees who have obtained five (5) years of service and which continuous period has not been broken by any separation from the payroll will be eligible to receive a longevity payment in the amount of 3%, which will be added to their base pay as of their date of hire as a full time police officer.

"Those employees who have obtained ten (10) years of service and which continuous period has not been broken by any separation from the payroll will be eligible to receive a longevity payment in the amount of 5%, which will be added to their base pay."

The Employer proposed that in the final year of the collective bargaining agreement the contract should:

"eliminate present system of paying 3% over base at end of 6th year and 5% over base after 11 years and provide for a single lump sum payment of \$525.00 payable once each year after the completion of ten (10) years of continuous and unbroken service."

The City's wage proposal included the note:

"a 4th step has been added. As indicated earlier, the longevity pay at the end of 6 years has been deleted."

The Panel rejects the City's approach that the longevity and wages issues should be considered together or that one of these benefits may be reduced to provide for a better offer in the other benefit --- such linking of issues, which may be appropriate in negotiations, is unacceptable in the Act 312 context. Accordingly, the Panel must compare the respective longevity proposals alone and choose between same.

The City's longevity proposal represents a significant reduction in benefits for longer service employees. A substantially reduced longevity payment would be provided only

for those who have completed ten years of service, so that employees between six and ten years would no longer receive the benefit. By contrast, the Union proposal adheres to the present system, merely accelerating benefits by one year.

It is self-evident that the Union proposal is the more reasonable of the two --- there is nothing inherently offensive in providing longevity pay for employees after five rather than six years service, or providing for the higher level of benefits for ten year employees. The City Brief estimated the cost of the Union-proposed longevity improvement at \$1,307, if the benefit were made retroactive. In considering all of the circumstances, the Panel concludes that the Union proposal should be adopted.

VI. Wages

The present contract rates, which became effective July 1, 1982, are as follows:

"Starting	-	\$ 16,692.64
Six Months	-	18,125.73
First Year	-	19,184.16
Second Year	-	20,855.17
Third Year	-	22,515.60"

Both parties have proposed that the above schedule be increased every six months, with the first adjustment July 1, 1983, and the final increase January 1, 1985. The Union, however, proposes that each of the four increases be 3.5%, while the City proposes that the increases be 2% each.

Thus, wages as proposed by the Union are as follows:

<u>Step</u>	<u>7/1/83</u>	<u>1/1/84</u>	<u>7/1/84</u>	<u>1/1/85</u>
Starting	\$17,276.88	\$17,881.57	\$18,507.43	\$19,155.19
Six Months	18,760.13	19,416.73	20,096.32	20,799.69
First Year	19,855.61	20,550.55	21,269.82	22,014.26
Second Year	21,585.10	22,340.58	23,122.50	23,931.79
Third Year	23,303.65	24,119.27	24,963.45	25,837.17

The City's proposal would result in a wage schedule as follows:

Starting	17,026.00	17,367.00	17,714.00	18,069.00
Six Months	18,488.00	18,858.00	19,235.00	19,620.00
One Year	19,568.00	19,959.00	20,358.00	20,766.00
Two Years	21,272.00	21,698.00	22,132.00	22,574.00
Three Years	22,966.00	23,425.00	23,894.00	24,372.00

It is obvious that wage increases would represent the greatest portion of the cost of the instant settlement and the resultant financial impact on the City. For example, the City Brief states that the 1983-84 cost of the City-proposed wage increases would be \$13,872.00, and that this would represent the entire cost of contract improvements for said year. The City analyzes the cost of the Union-proposed wage improvements at \$24,406.00, which is more than 87% of the entire cost of the Union proposal. Similarly, the City states that the wage portion of its proposal for 1984-85 is \$16,694.00, which is nearly half of the \$33,533 cost of the City package. The City states that the Union proposed package for 1984-85 is \$51,188.00, so that the \$30,883.00 in wage costs estimated by the City represents approximately 60% of the total package cost for the year.

It appears clear that the factors identified in Section 9

Act 312, MCLA 423.239, which are to be used by the Panel in establishing its findings, opinions, and order should be presently considered. Some of these factors, such as the lawful authority of the Employer and stipulations of the parties, are not in controversy and need not be addressed by the Panel. However, some of the factors clearly bear on the outcome and comment is appropriate.

The first significant factor requiring comment is, "the interest and welfare of the public and the financial ability of the unit of government to meet those costs". The City concedes that a surplus of approximately \$68,419.00 is projected for 1984-85, but points out that this is attributable to police officers not having received salary increases, and that the surplus will be lowered once the impact of the instant arbitration is felt. The City's evidence suggests that revenue from the tax base will be static and that funds available from federal revenue sharing will decline.

The Union has not provided any evidence that seriously challenges the proposition that the City would have difficulty in realizing revenues to meet the costs of a high police economic settlement. The City estimates that approximately thirty-three cents of each general fund dollar will be spent for police protection in 1983-4 and 1984-85. It appears to follow that the financial ability of the City of Burton to meet increased employee costs indicates that a moderate settlement should be adopted in the instant case.

Another of the Act 312 factors which is significant in

this case is a "comparison of 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 ---". The Union pointed out that a solicitation or a millage increase vote in Burton on November 8, 1983, identified twelve cities deemed comparable to Burton.

The Union presented 1982 wage rate comparisons for these cities which included the following:

AREA I

	<u>Patrol Officer Wages</u>
Allen Park	\$16,682 - 24,750
Garden City	19,239 - 24,200
Madison Heights	19,161 - 22,689
Oak Park	21,338 - 23,346
Wyandotte	19,656 - 22,733

AREA II

Holland	16,744 - 20,425
Midland	18,145 - 23,760
Portage	21,176 - 24,703
Port Huron	17,580 - 20,364
Kentwood	13,111 - 20,348

It is noted that only three of the above cities have lower starting rates for patrol officers, and that three of the cities have lower standard rates. Most of the comparable cities had higher starting and standard rates than Burton. It seems to follow that the members of the instant bargaining unit were entitled to catch-up adjustments to bring them to even status with patrolmen in 1982 and to adjustments equal to the average for the group to maintain said status for the two succeeding

years.

On the other hand, the City entered evidence demonstrating that police officers received higher wages and fringe benefits than did other Burton employees in the 1980-83 period. However, when all of the evidence relative to the wage level to which bargaining unit employees are entitled is considered, the conclusion emerges that the Union has made the better case. Thus, if comparable wages alone were the factor to be considered, the Union would have the better argument.

A final Act 312 factor worthy of discussion is the "cost-of-living", for the periods germane to this case, which was covered extensively in various exhibits. It is noted that the Consumer Price Index for Detroit, Michigan for Urban Wage Earners & Clerical Workers rose between 2.64% and 5.73% for each of the months in 1983 as compared to the corresponding month in 1982. Similarly, said Index showed a rise of 6.65% for January, 1984, as compared to January, 1983, and some of the months in 1984 actually showed declines in the cost-of-living. Thus, it should be observed that the months subsequent to June, 1983, which was the final month of the last contract, were marked by fairly moderate rises in the cost-of-living.

In reviewing the various factors that must be the basis for total settlement, and recognizing that wages are the greatest component, the conclusion emerges that a moderate settlement is presently in order. The Panel must also be cognizant of the fact that many recent private sector contract settlements have been based on concessions or modest improvements, and that the

Michigan and Burton area economies have not shared entirely in the current economic recovery. Finally, it is noted that the settlement determined herein will result in a contract of short forthcoming duration, and that the parties will soon be bargaining for their next contract. It follows that the City's wage offer is the appropriate choice.

VII. Permanent Investigative Positions

Although this was one of the issues identified in the first of the arbitration hearings, the City made no proposal on this matter. The Union, however, made the final last and best offer:

"The rank of investigator shall be created and recognized as a classification within the bargaining unit. Officers shall have the opportunity to be promoted to the classification of investigator by demonstrating their abilities through competitive written examination.

"Currently, there exists five (5) investigative positions. The Union respectfully requests that THREE (3) POSITIONS be maintained as permanently filled positions. Accordingly, the Union requests that TWO (2) POSITIONS be maintained as temporary assignments for purposes of providing all officers with some degree of investigative training."

The City, on the other hand, argued in its Post-Hearing Brief that permanent investigative positions should not be created on the basis that manpower should be rotated into the Investigative Section, and that the creation of "further bureaucracy" in a small department is undesirable and will restrict operational flexibility. By contrast, the Union demonstrated that police departments in other municipalities have permanent investigative positions, and the City Brief admitted

that "two investigators have been there for a period of 4 years". The Panel can only reach the conclusions that the Union has established a better position on this issue, and that the Union proposal must prevail.¹

VIII. Sick Leave Accumulation And Payoff

Article 21 of the present contract provides as follows:

"SECTION 1

Each full time employee shall be entitled to earn a total of sixteen (16) sick or personal days per year, or any combination of sick/personal days totaling sixteen (16).

"SECTION 2

Sick/Personal days shall not be earned in periods of absence by unpaid sick leave, personal leaves, suspension, or any unauthorized absence. Sick/personal days accumulate during periods while employee is on active payroll roster.

"SECTION 3

A new employee shall accrue sick or personal days from their date of hire. However, sick/personal days shall not be used until six (6) months after the employee's date of hire.

"SECTION 4

Starting each January 1st, the rate of earning these days shall be three tenths (.3) of a day per forty (40) hours of straight time hours worked during the calendar year.

Employees may take no less than one-half (1/2) sick or personal day at a time.

"SECTION 5

When sick or personal days are earned, those days will be credited to the individual Officer at the rate of pay said day was earned. Unused days may accumulate to a maximum of ninety (90) days.

Upon termination, dollar amount previously credited and accumulated by the individual Officer will be reimbursed by the Employer.

1. It is also determined that the incumbents in the Permanent Investigative positions should continue, and that only subsequent openings should be deemed vacancies under the contract.

"SECTION 6

Employees will be allowed to draw from sick/personal day accumulation to make up the difference between Worker's Compensation and regular take home pay.

"SECTION 7

Employees will be allowed to draw from sick/personal day accumulation to make up the difference between sick and disability insurance payments and regular take home pay.

"SECTION 8

In using a personal day the employee must arrange and schedule with their supervisor forty-eight (48) hours prior to commencement of leave, unless an emergency arises.

"SECTION 9

In using a sick day, any employee who reports sick must remain at his place of residence during the time period he would have worked if not sick. An exception will be made if the employee is leaving his residence to acquire medical treatment or medicine.

"SECTION 10

Any employee who is sick or injured shall continue on the payroll as long as they have reserve of accumulated sick/personal day funds available. Seniority rights shall continue for a period of one (1) year from the date the employee is removed from the payroll."

The City made the following proposal on this issue:

"Effective with the rendering of the arbitrator's award, provide for the elimination of the 90 day sick leave accrual provided for in Article 21, Section 5 and the payoff of these accrued days as follows:

- a) All accumulated sick and personal leave to be frozen as of 12/31/81. Days so frozen are to be used in accordance with the contract until exhausted.
- b) Sick and personal leave accumulated in calendar years 1983 and 1984 are to be paid off within thirty (30) days of the date of the arbitrator's award.
- c) Sick and personal leave accumulated in calendar years 1982 and 1985 shall be paid in January of 1986.
- d) Sick and annual days accumulated in calendar years 1982 and 1983 shall be reimbursed at rate of pay at which they were earned, Sick/Annual days accumulated in calendar years 1984 and 1985 shall be reimbursed at the pay rates prevailing in January of 1985 and 1986 respectively.

"Commencing with calendar year 1985, the employee shall be paid in full for all unused Sick/Personal days in January of the subsequent year at the pay rate prevailing at the time of payment in the same manner as is done for the other employees."

The Union made the following sick or personal time proposal:

- "1.) Sick or personal time accumulations may not exceed 90 days until current accruals of time are depleted.
- 2.) All accumulations of sick or personal time in excess of 90 days will be paid off at the end of the each contract year.
- 3.) Each employee shall have the option to cash in sick or personal time each year, not to exceed 16 days per year. However, all accumulated sick or personal time shall be paid off by the City no later than January 1, 1986 consistent with Article 21, Section 5 of the collective bargaining agreement.
- 4.) Effective January 1, 1986, all employees will be credited with 16 sick or personal days per year. All unused sick or personal days shall be paid off at the end of each contract year.
- 5.) Upon termination of employment, sick or personal days shall be paid off consistent with Article 21, Section 5 of the collective bargaining agreement.
- 6.) Sick or personal days liquidated at the end of the year shall be paid by separate check, not a part of the normal payroll."

The City's Post-Hearing Brief points out that the proposals of both parties will result in identical payoff costs for 1982 and 1983 relative to this benefit. The Union proposal, however, entails additional costs for liquidating 1981 and prior accumulations, while the City proposes that leave accumulated through 1981 be frozen and merely used until exhausted. It is obvious that the City proposes the loss of benefits, while the Union is working within the framework of existing Article 21. It must follow that the Union proposal is the more reasonable and must be chosen.

IX. Weapons Proficiency

This issue, which was settled by the parties, was set forth by the Union as follows:

"Section 1.

Both parties recognize the need for officers to acquire and maintain their skills in the use of firearms. Both parties also recognize that the more training that occurs, the more skilled a person becomes. The Chief of Police will determine the location and type of targets that will be utilized in teaching and maintaining officers skills.

"Section 2.

In order to qualify for the gun proficiency allowance, all officers must report to the range at the appointed time. Gun proficiency allowances shall be paid on an attendance basis as outlined in Section 3. Officers can only qualify for this allowance for active periods of employment and not for any retroactive periods when the employee may have been absent from work for any reason.

"Section 3.

The schedule of allowance which will be paid to officers based on attendance is as follows:

<u>Shoots Attended</u>	<u>Yearly Compensation</u>
0-6	None
7	\$90.00
8	\$150.00
9	\$225.00
10-12	\$300.00

"Section 4. .

A lump sum payment shall be made to all officers earning gun proficiency allowance during the month of December, beginning in 1984."

X. Physical Agility

The parties agree that they settled this issue, and the City's version of the settlement is as follows:

"Qualification shall be on a semi-annual basis with \$200.00 paid in a lump sum following each qualification. The maximum yearly payment shall be \$400.00"

The Union's version of the settlement was as follows:

"PHYSICAL FITNESS

"Section 1.

A total annual allowance of \$400.00 shall be available to all officers who qualify on the basis of strength, agility and endurance by age groups.

"Section 2.

Qualification and payment of allowance will be made on a semi-annual basis."

The only difference between the two positions is that the City specifies that the maximum yearly payment should be \$400.00, while \$200.00 should be paid in a lump sum following each qualification. The Panel determines that the parties' positions can be harmonized by adopting the City position as Section 2 of a new Physical Fitness Article.

AWARD

In full and final settlement of the present Act 312 Arbitration, the Arbitration Panel determines as follows:

I. Subcontracting

The Union final position is adopted.

II. Shift Premiums

The Union final position is adopted.

III. Dental Insurance

The City final position is adopted.

IV. Optical Insurance

The City proposal or present provision is adopted for the forthcoming contract.

V. Longevity Compensation

The Union final position is adopted.

VI. Wages

The City final position is adopted.

VII. Permanent Investigative Positions

The Union final position is adopted.

VIII. Sick Leave Accumulation And Payoff

The Union final position is adopted.

IX. Weapons Proficiency

The parties' position, as set forth above, is adopted.

X. Physical Agility

The parties' position as indicated above is adopted.

Nathan Lipson
Nathan Lipson, Chairman

Panel Members Affirming

W. J. Karlshon on behalf of
the City of Burton

Panel Members Dissenting

Dated this 7th of May, 1985
Ann Arbor, Michigan

"Qualification shall be on a semi-annual basis with \$200.00 paid in a lump sum following each qualification. The maximum yearly payment shall be \$400.00"

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I. Subcontracting

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III. Dental Insurance

The City final position is adopted.

IV. Optical Insurance

The present contract provision is adopted for the forthcoming contract.

V. Longevity Compensation

The Union final position is adopted.

VI. Wages

The City final position is adopted.

VII. Permanent Investigative Positions

The Union final position is adopted.

VIII. Sick Leave Accumulation And Payoff

The Union final position is adopted.

IX. Weapons Proficiency

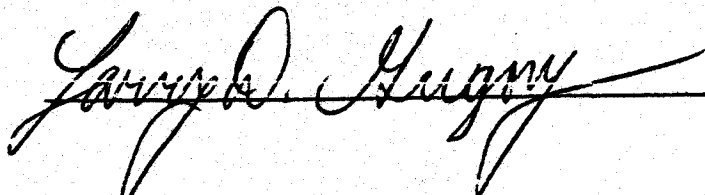
The parties' position, as set forth above, is adopted.

X. Physical Agility

The parties' position as indicated above is adopted.

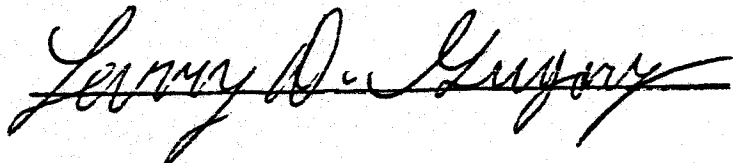
Nathan Lipson, Chairman

Panel Members Affirming



Issues No. I, II, V, VII, VIII, IX, X.

Panel Members Dissenting



Issues No. III, IV, VI.

Dated this of May, 1985
Ann Arbor, Michigan