

2233

IN THE MATTER OF THE
ARBITRATION BETWEEN:

WHITE LAKE TOWNSHIP

AND

MERC Case No. D06 G-1698

POLICE OFFICERS LABOR COUNCIL

COMPULSORY ARBITRATION

Pursuant to Act 312,

Michigan Public Act of 1969, as amended

FINAL OPINION AND AWARD

Arbitration Panel

William E. Long
Arbitrator/Chair

Howard Shifman, Attorney
Employer Delegate

John Viviano, POLC Representative
Union Delegate

Date: September 11, 2008

INTRODUCTION

These proceedings were initiated by petition for arbitration dated September 20, 2007 pursuant to Act 312 of the Public Acts of 1979, as amended. The arbitration panel is comprised of Independent Arbitrator William E. Long, Attorney Howard Shifman for the Employer and Labor representative John Viviano for the Union.

A pre-hearing conference was held by telephone on January 9, 2008. It was agreed that each party would present evidence relying on proposed comparables in the course of the hearing and make arguments in support of comparables in final briefs and that the determination of comparables would be a part of the final opinion and award.

Initially there were three days of hearings scheduled but the parties were successful in negotiating a resolution on many of the issues during preparation for the hearings and narrowing the issues for panel decision so that only one day of hearing was necessary. That hearing occurred May 28, 2008 at White Lake Township offices. Attorney Howard Shifman represented White Lake Township and Attorney Thomas Zulch represented the Union. The record consists of 48 pages of record testimony in one volume. Exhibits offered by the parties and accepted into the record consist of: from the employer: two notebooks consisting of a series of exhibits identified within the notebook tabs one through twenty-three and a supplemental employer exhibit #1; from the Union: one notebook consisting of a series of exhibits identified within the notebook tabs one through eighteen. References to record testimony will be identified as TR - page number and references to exhibits will be: E-tab 1- 23, U- tab 1- 18, etc.

Last offers of settlement were exchanged on June 11, 2008. Post-hearing briefs were initially scheduled to be exchanged on July 14, 2008 (TR-45) but through mutual agreement of the parties and the arbitrator that date was changed to July 25, 2008. The parties agreed to reserve the right to submit a reply brief (TR-46) but neither party exercised that right.

By written stipulation, which is contained in the case file, the parties waived all time limits applicable to this proceeding, both statutory and administrative.

During the hearing the parties agreed to submit only two of the initial issues identified in the petition for arbitration to be addressed by this panel, in addition to the issue of comparable communities (TR-44). Both of those issues are economic issues. They involve proposed revisions to:

- Article 16 – Pension

- Article 17 – Insurance

The parties also agreed to develop a list of agreements entered into by stipulation and acknowledged that any of those issues initially identified in the petition that are not stipulated to or submitted to this panel will be considered withdrawn (TR-44). Issues which the parties reached agreement on through negotiation and a stipulated agreement will be incorporated into the new agreement.

In addition to those issues agreed to by the parties during this proceeding, contract provisions not before the panel for determination that are in the current collective bargaining agreement will be advanced into the new agreement the same as under the old agreement.

When considering the economic issues in this proceeding, the panel was guided by Section 8 of Act 312. Section 8 provides that “as to each economic issue, the arbitration panel shall adopt the last offer of settlement, which in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in Section 9.”

The applicable factors to be considered as set forth in Section 9 are as follows:

- (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 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, 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 proceedings.*
- (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.*

Where not specifically referenced, the above factors were considered but not discussed in the interest of brevity.

COMPARABLE COMMUNITIES

As noted above, it was agreed that each party would present evidence in support of their proposed comparables in the course of the hearing, make arguments in support of comparables in final briefs and that the determination of comparables would be a part of this final opinion and award.

COMPARABLES PROPOSED BY THE PARTIES

Both parties agreed that the communities of Brownstown Township, Van Buren Township, and the Village of Milford/Milford Township are comparable communities. In addition, the Union proposed that Chesterfield Township be considered as a community comparable to White Lake Township.

Section 9(b) of Act 312 requires the panel to adopt the last offer of settlement, which more nearly complies with 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 employees generally in public and private employment in comparable communities. Act 312 and the rules governing the Act do not prescribe specific factors the panel must consider when determining comparability. Generally, factors commonly considered include size of the community to be served, form of government, SEV and taxing authority, tax effort and other economic factors, scope of duties, the location of the comparable communities as they relate to the local labor market and population demographics. In short, the parties advancing proposed comparable communities or employers within the communities have the responsibility to make the case for comparability. The following exhibits entered by the parties were among those most helpful in analyzing the issue of communities comparable to White Lake Township: Union exhibits U-Tab 5 and Employer exhibits E-Tab 9.

Union Position

The Union urged the panel to recognize the stipulated communities and the Union's proposed community of Chesterfield Township as comparable to White Lake Township. The Union points out that Chesterfield Township, like the three communities that the parties have stipulated to as comparable, has a population and taxable value that falls within 50% of that of White Lake Township. The Union also says that Chesterfield Township is within Macomb County which is in the tri-county region and therefore geographically situated similar to the other comparable communities. In its closing brief the Union says Macomb, Oakland and Wayne

Counties form a unique financial system within the State of Michigan and exclusion of Chesterfield Township, which is the only proposed comparable within Macomb County, would ignore the combined strengths of these three counties together. The Union says including Chesterfield Township as a comparable will provide the panel with a better representation of the wages and benefits of employees performing similar services within those comparable communities.

Employer Position

The Employer opposes inclusion of Chesterfield Township as one of the comparable communities. The Employer points out that the 2006 taxable value of Chesterfield Township is over 1/3 more than that of White Lake Township. The Employer also notes in its closing brief, referring to E-tab 9, that additionally, Chesterfield Township compared to White Lake Township has 46 police officers compared to 25 in White Lake Township; double the mills to fund police protection; and less need to rely on general funds to support the police department.

The Employer also argues that since there are only two economic issues presented to the panel for decision, and recognizing that there was not any testimony taken by the panel on the issue of comparability, that the decision made by the panel on comparability should be cited by the panel as not a precedent in future dealings between the parties.

Discussion and Findings

Both parties have presented evidence and testimony that relate to the community attributes commonly considered by arbitration panels. Both have recognized that it is common for panels to use some method of comparison guide (e.g. some +/- percentage range) or variance in key factors when considering comparable communities. And both parties are aware that the panel can use these as a general guide, not an absolute cut off point, and can give differing weights to factors. In this case the parties, not unlike parties in other cases, argue that the panel should consider one factor more or less important than another.

The parties in this case have agreed on use of three of the four proposed external comparable communities. The question left for the panel is whether Chesterfield Township is a comparable community to White Lake Township, as the Union proposes or not comparable, as the Employer argues. A review of the evidence presented reveals the following: 1) Brownstown and Van Buren Townships population estimates for 2006 and taxable values for 2007 are relatively comparable to that of White Lake Township.

2) The two communities that have a greater percentage difference in these factors with that of White Lake Township are Milford Village/Township and Chesterfield Township. 3) A review of population comparables reveals Chesterfield Township's 2006 estimated population is 48% greater than that of White Lake Township. However, Milford Township's 2006 estimated population, a comparable both parties agreed to, is 54% less than that of White Lake Township. So the Chesterfield township comparable population comparison is not outside the range of at least one of the agreed upon comparables. 4) A review of the 2007 taxable value of the proposed comparables also shows the communities of Milford Village/Township and Chesterfield Township to be of a higher percentage difference than the other two comparable communities agreed upon by the parties. The 2007 taxable value for Milford Village/Township is 26% less and the Chesterfield Township 2007 taxable value 46% more than that of White Lake Township. The question is what is a reasonable range for comparison purposes? There is no set standard, and in this case at least both of these higher percentage differences are within 50% of that of White Lake Township. The panel would also note that the percentage difference in taxable value between Chesterfield Township and White Lake Township actually dropped from 47% in 2006 to 46% in 2007.

The Union argued that Chesterfield Township should be included because it is the only proposed comparable within Macomb County and there is a unique financial link between Wayne, Oakland and Macomb counties that should be recognized. There was little evidence presented to support this unique financial link argument. On the other hand, it is noted that two of the three comparable communities the parties agreed to, Brownstown and Van Buren, are within Wayne County and the third, Milford Village/Township, is within Oakland. As noted above, location of the comparable communities is often considered in the context of their relationship to a local or similar type labor market and population demographics. Again, little evidence was presented on this factor but the panel does note that the geographic proximity of White Lake Township to Chesterfield Township in Macomb County is not much different than the proximity of White Lake Township to Brownstown Township in Wayne County.


Lastly, the Employer proposes that the panel, regardless of the decision on this issue, recognize that the issue of comparable communities was not fully or sufficiently addressed in this proceeding to be recognized as setting a precedent for future dealings between the parties. The Employer's point is well taken. This issue was not addressed at the hearing and the only information the panel had was that presented by the parties

in their exhibits and arguments in their post hearing briefs. Of course this panel has no control over what the parties in future proceedings may choose to use to support future positions on issues, but the panel will note that its decision on external comparable communities in this proceeding is based on only the limited evidence provided and this panel is of the opinion it should not be considered as a precedent in future arbitrations.

Based on the limited evidence in this proceeding the panel finds that, when taking into consideration the limited factors presented by the parties upon which to compare communities, there is not a significant difference between the comparables agreed upon, taken as a whole, and those factors inclusive of Chesterfield Township. Therefore in the panel's opinion, it is not unreasonable to include Chesterfield Township as one of the Comparable communities for this proceeding.

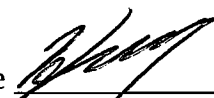
Considering the comparable factors contained in the exhibits and the arguments offered by the parties as a whole, the panel finds the following communities comparable to White Lake Township: The Village/Township of Milford, Brownstown, Van Buren and Chesterfield Townships. Therefore the panel chooses the following communities as comparable to White Lake Township:

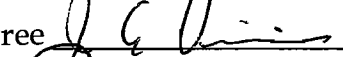
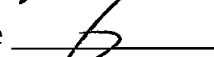
The Townships of Brownstown, Van Buren, Village/Township of Milford

Employer: Agree  Disagree _____

Union: Agree  Disagree _____

The Township of Chesterfield

Employer: Agree _____ Disagree 

Union: Agree  Disagree 

**Interests and Welfare of the public and the financial ability
of the unit of government to meet those costs**

Section 9(c) of Act 312 requires the panel to consider the interests and welfare of the public and the financial ability of the unit of government to meet those costs when reaching its conclusions. The Employer does not directly claim inability to pay but points out in its post hearing brief that the agreements reached by the parties during this proceeding and separate from the issues presented to the panel will stretch the Employer's ability to meet its obligations.

The Employer presented evidence of the Township's financial situation in exhibits E-tab 7. In its post hearing brief the Township points out that with the effect of the Proposal A and the Headlee tax limitation amendment, the actual revenues from the taxable millage rate is not keeping pace with inflation. The exhibits also point out that the Township's annual statutory share of state revenue sharing, another major source of revenue for local units of government, has declined by about \$426,000 from fiscal year 2001 to fiscal year 2008 (E- tab 7, page 8). The Employer says that even though there is evidence that the Township overall taxable value is increasing, as shown by a comparison of the 2006 and 2007 taxable value increase of 6%, the actual revenue received by the Township is not increasing at that rate, and the costs associated with the current township employee agreements and agreed upon employee benefits in this proceeding, will likely exceed the revenues available to meet those costs.

The Union, in its post hearing brief, sites U-Tab 12 and a quote from Oakland County Executive L. Brooks Patterson in the February 24, 2008 edition of the Oakland Press as evidence that the Township is in better shape economically than most. Patterson states in a guest opinion article: "White Lake Township, under the able leadership of Mike Kowall, has been growing in a very quiet and unassuming way. Over the past 36 months property values have soared by some \$30 million, creating 2,000 new jobs and igniting new development such as Village Lakes, Fisk Corners and White Lake Hill."

The Employer in this case, like most local government employers, will face some uncertainty in the level of State Shared Revenue and local tax revenue due to Michigan's overall economy. The panel does not view this public employer's situation much different from other public employers impacted by Michigan's and the nation's current economy, however the panel has taken all of these facts into consideration in reaching its decision on the economic issues in this case.

ECONOMIC ISSUES

As the panel has noted, there are two economic issues presented to the panel for decision.

Issue 1 (economic): issue U -1 (Article 16) Pension

The Parties Proposals

Union Proposal

The Union proposes that new language be added to Article 16 (Pension) Section 1 to read:

“SLIF 50 days – Up to 50 days (400 hours) of sick time paid out at retirement shall be included in FAC.”

And language in Article 16 (Pension) Section 3 be revised to read:

“The employees obligation to the MERS Pension as defined in Section 1 above shall be limited to eight (8%) percent of gross wages, with the Employer funding the remainder.”

Employer Proposal

The Employer proposes that this change not be made to language in Article 16.

Union Position

The Union proposes that sick time payout upon retirement be included in calculating final average compensation for pension benefits. Article 21 of the Collective Bargaining Agreement addresses sick leave and provides that upon meeting all requirements for full retirement an Employee will be entitled to a maximum payment of 50 days (400 hours) of his/her accumulated days in the sick day bank at the time of retirement. The Union also proposes to amend the contract language in section 3 of Article 16 by raising the share of the employees' obligation to the MERS pension as defined in section 1 to 8.0% of gross wages, with the Employer funding the remainder. The current contract provides that the employees' obligation to the MERS pension be 7.5% of gross wages but the parties, in their tentative agreements for the contract period at issue in this proceeding, have agreed to lower the percentage of employees' obligation to the MERS pension from the current 7.5% to 6.25 percent. The Union notes, in its post hearing brief, that the estimated cost for this proposal would be an additional 3.8% of payroll but that as a result of the employees share of MERS pension obligation increasing to 8%, as part of this proposal, the employees would pay an

additional 1.75% (6.25% + 1.75% = 8.0%) of their payroll into the pension leaving the Employer to pay the remaining 2.05% increase in cost.

The Union argues that its proposal would reward command officers who do not use all of their sick leave and provide an additional incentive to maximize their sick time banks. The Union says White Lake Township is a growing community and its property values will increase over time such that the cost of this proposal to the employer should not be prohibitive.

Employer Position

The Employer presents several arguments in support of its position that the Union's proposal not be granted and in support of maintaining the status quo. The Employer points out that stipulated agreements by the parties in this proceeding will provide the employees with an increase in wages, a decrease in the employee's contribution to the MERS pension and minor changes in health care. The Employer says all of these are significant benefits for employees considering the current difficult economic times for public employers.

The Employer also points to the internal comparables on this issue and notes that the benefit sought by the union here is not provided to any other Township contractual or non-contractual employee. Additionally, the Employer notes that none of the external comparable communities have contracts with comparable bargaining units that include unused sick leave to be included in final average compensation calculations.

The Employer also refers to Employer exhibit E-Tab 18 which sites property tax values remaining flat in Oakland County from 2006 to 2007 and assessed value dropping 3.7% over that same time period. In its post hearing brief the Employer provides a November 7, 2007 Oakland Press article referring to a letter to local communities from Oakland County Executive Patterson which states a 6.28% decline in average property values for White Lake Township. The Employer says the rapidly declining property values support the Employer's position to retain the status quo and not add additional costs to the Employer during a time of flat or declining revenues. With respect to cost, the Employer refers to E-Tab 5, the seniority list for members of this bargaining unit, and notes that many of the employees are already or soon will be eligible to retire. The Employer provided Exhibit IV with its post-hearing brief (E-Tab 13) which contain two November 2, 2007 letters from MERS noting that the Employer contribution rate effective January 1, 2008 would be 13.13% - a change from 7.03% prior to July 1, 2007. The Employer notes that this will likely only increase further as a result


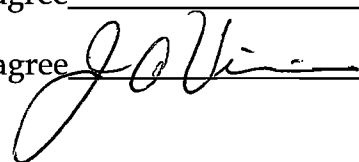
of the Employer assuming more of the cost (93.75% v 92.5%) as a result of the parties stipulated agreements for this contract.

Discussion and Findings

The Independent Arbitrator finds the Employer's last offer of settlement on this issue more nearly complies with the applicable factors prescribed in Section 9. The stipulations of the parties [Sec. 9(b)] includes a 2% annual increase in wages for calendar years 2007 through 2009 and a reduction of 1.25% of gross wages in the employee contribution to MERS. A comparison of benefits to other Township employees and employees performing similar services in comparable communities [Sec. 9(d)] reveals that none have a similar benefit. When considering the overall compensation presently, and to be received by the employees as a result of this proceeding [(Sec. 9(f)], coupled with the interests and welfare of the public and the financial ability of the Employer to meet those costs [(Sec. 9(c)] , the record does not support the Union's proposal.

The parties' stipulations on economic issues are viewed as reasonable by the Independent Arbitrator. The consumer price index for the Detroit/Ann Arbor area shows a 1.8% to 1.9% increase in 2007 for all items and projections for 2008 may result in a greater increase (E-Tab 8). It is recognized that the CPI may increase more than that in 2008 and 2009 but the 2% wage increase stipulated to by the parties is not unreasonable considering the economic situation for local communities and other private and public employees in today's economic environment. As noted by the Employer on this issue, none of the internal or external comparables support the Union's proposal. The Independent Arbitrator finds that the Union has failed to provide sufficient evidence in this proceeding to support adoption of its proposal.

Taking all of these factors into consideration, the panel finds the Employer's last offer of settlement on Issue 1 (economic): issue U-1 – Pension, to more nearly comply with the applicable factors in Section 9. Therefore, there shall be no change in the contract.

Employer:	Agree		Disagree	_____
Union:	Agree	_____	Disagree	

Issue 2 (economic): issue U-2 – Article 17 Insurance (Retiree Insurance).

The Parties Proposals

Union Proposal

The Union proposes to amend language in Article 17 Insurance, under the heading Retiree Insurance by revising the sixth paragraph in Section 1 to read:

“ Effective July 1, 2008 the Township agrees to pay one hundred (100%) percent of the difference between single person coverage and two person coverage provided the spouse or dependent is of record at the time of retirement.”

Employer Proposal

The Employer proposes no change be made to the current language in the contract which reads:

“Effective July 1, 2005 the Township agrees to pay fifty (50%) percent of the difference between single person coverage and two person coverage provided the spouse or dependent is of record at the time of retirement.”

Union Position

The Union’s proposal would increase the Employer’ current contribution to the cost of health care coverage for an employee upon retirement of 100% of the retiree’s premium and 50 % of the difference between a single person coverage and two person coverage to 100% of the retiree’s premium and 100% of the difference between a single person coverage and two person coverage. In other words, the Union proposes the Employer provide 100% of the cost of the premium for two person coverage provided the spouse or dependent is of record at the time of retirement.

The Union supports its proposal through U-Tab 9 which provides a comparison of coverage for this benefit by the comparable communities. That exhibit and a review of the comparable community contracts reveals that Chesterfield Township pays full coverage for the employee upon retirement and the employees surviving spouse for the lifetime of the survivor of them. Brownstown Township pays the full premium for the medical/hospital coverage for a retired employee and spouse until age 65 and then pays the monthly premium for Medicare cost and supplemental coverage to Medicare at no cost to the retiree. Milford pays \$525.00 per month for single retirees and 625\$ per month for married retirees effective July 1, 2007 toward health insurance coverage. Van Buren Township allows continued health coverage for retirees and the spouse of a retiree but requires a retiree co-pay on monthly premiums for insuring the spouse of

\$250 if both retiree and spouse are under age 65; \$200 if one is over and one is under age 65; and \$100 if both the retiree and the spouse are over age 65. The Union argues the comparables support the Union's proposal. The Union says this particular benefit is important to recognize for those in law enforcement because of the risk of the job and unusual working hours that results in a sacrifice from spouses and dependents. Additionally, the Union says traditionally municipalities have paid 100% of the cost of coverage for spouses of retirees who occupy executive positions, which are the make up of this bargaining unit. The Union says awarding this benefit would not impose a significant increase in cost to the Employer because of the small number of employees in this bargaining unit.

Employer Position

The Employer opposes the Union's proposal arguing that no White Lake Township employees currently receive two person fully paid coverage and that all other White Lake Township bargaining unit contracts provide that the employee pay 100% for their spouse's coverage at the time of retirement. The Employer says members of this bargaining unit already have a better benefit relative to this provision than members of other bargaining units in the Township. The Employer acknowledges that the contract provisions in the Comparable communities do provide some support for the Union's proposal but points out that two of the four require some type of employee contribution and one of the two that provides full payment for the coverage has the employee pay for Medicare premiums. The Employer reiterates the arguments it used in opposing the Union's proposal for inclusion of unused sick days in calculating final average compensation relative to the Township's economic condition and says the Union has offered no compelling reason to alter the status quo regarding two person retiree healthcare.

Discussion and Findings

The Independent Arbitrator finds the Unions last offer of settlement on this issue the more reasonable. That doesn't mean the Union's proposal is fully supported by all of the evidence or that the Employer's last offer is not reasonable; but given the record evidence, the Independent Arbitrator finds the Union's proposal more nearly complies with the applicable factors in Section 9.

The Union's proposal compares more closely with Section 9 (d) standards than does the Employer's. While the Employer correctly points out that none of the other bargaining unit or non- bargaining unit employees within the Township have this

benefit, the nature of the work and experience and responsibility of the members of this bargaining unit must also be taken into consideration. This is demonstrated and supported by a review of the manner in which comparable communities have addressed this issue for employees performing similar services within those comparable communities. The external comparables, overall, support the Union's position more so than the Employer's position on this issue.

The Independent Arbitrator has also considered the stipulations of the parties [(Sec. 9(b)]; the financial ability of the Township [(Sec 9(c)]; the CPI [(Sec. 9(e)]; the overall compensation presently and stipulated to be received by the employees [(Sec. 9(f)] and other factors which are normally taken into consideration through voluntary collective bargaining between the parties [(Sec. 9(h)] in arriving at this opinion. A review of E-Tab 11 provides a chart of the maximum base pay rates for sergeants and 15 year Lieutenants for 2006 compared to those for the same personnel in three of the four comparable communities. A review of the contract for Chesterfield Township provided the same information for comparable personnel in that Township. That data reveals that the average base pay for Sergeant on January 2006 in the Comparable communities was \$63,027 compared to White Lake Township at \$62,146. The average base pay for a 15 year Lieutenant on January 2006 in the Comparable communities was \$68,537 compared to White Lake Township at \$65,646. These charts also reveal that Sergeants and Lieutenants in these comparable communities will receive annual base pay increases in 2007, 2008 and 2009 ranging from 3.0% to 3.8%. Of course it is unknown what other benefits may have been increased or decreased for these employees in these comparable communities during this period but at least the base pay agreed upon by the parties in this proceeding does not appear to be excessive when compared to other comparable communities.

When considering the costs to the Employer of instituting this benefit it is recognized that several of the current employees may be eligible for retirement soon and this benefit would be available to them and an additional cost to the Employer. But this is not a large cost and considering the normal and traditional give and take through voluntary collective bargaining, [(Sec. 9(h))], the Independent Arbitrator believes awarding this benefit to the Union in this proceeding is more consistent with the factors set forth in Section 9 than not awarding this benefit.

Taking all of these factors into consideration, the panel finds the Union's last offer of settlement on Issue 2: U- 2 – Article 17 – Insurance, Retiree Insurance, to more nearly comply with the applicable factors in Section 9. Therefore, Article 17 will be amended by revising the sixth paragraph within Section 1 under Retiree Insurance to incorporate the language contained in the Union's last offer of settlement.

[Effective date: Date of Award]

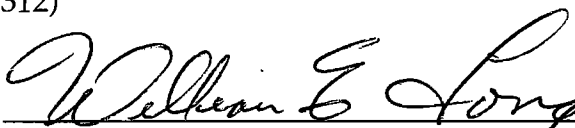
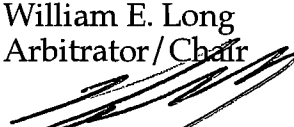
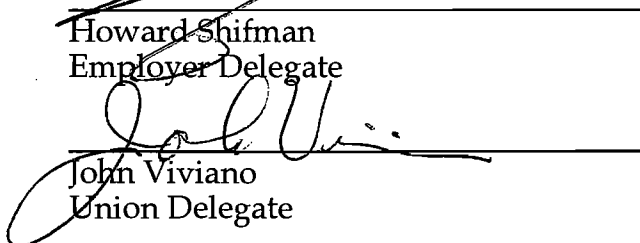
Employer:	Agree _____	Disagree _____
Union:	Agree <u><i>J. Allen</i></u> _____	Disagree _____

SUMMARY

This concludes the award of the panel. The Independent Arbitrator commends the parties for reaching agreement on a number of issues through negotiation. Even though the hearing stage was brief, it was clear to the Independent Arbitrator that the relationship between the parties is respectful, cordial and represents a sincere interest by each party to attempt to recognize and appreciate the position of the other party. Perhaps this relationship can be best described by referring to comments made at the close of the hearing by the representative for the Township. He stated in part, "we have an excellent command staff – I'm glad we were able to narrow our issues today. There has been a long time cooperative spirit between them [command staff and Township] and we are very proud of our police department. It's a great command group. I just want to indicate that for the record" (Tr-47). This relationship bodes well for future negotiations between the parties. Hopefully this opinion and order can also contribute positively to that relationship.

The signature of the delegates herein and below along with the signature of the Independent Arbitrator below indicates that the award as recited in this opinion and award is a true restatement of the award. All agreements reached in negotiations during the course of this proceeding and within the submission of last offers of settlement and stipulated to by the parties as noted herein, as well as all mandatory subjects of bargaining contained in the prior contract, will be carried forward into the collective bargaining agreement reached by the panel.

Re: White Lake Township and Police Officers Labor Council
MERC Case No. D06 G-1698 (Act 312)

Date: <u>09/11/08</u>	 _____ William E. Long Arbitrator/Chair
Date: <u>9/11/08</u>	 _____ Howard Shifman Employer Delegate
Date: <u>9/11/08</u>	 _____ John Viviano Union Delegate