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MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
FACT FINDING PROCEEDINGS

In the Matter between:

VILLAGE OF NEWBERRY

MERC Case No. L08-F5004

-and-

MICHIGAN COUNCIL 25 AFSCME,  
LOCAL 2530

Fact Finder: Elaine Frost  
Issued: July 15, 2010

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FACT FINDER'S OPINION AND DECISION

For the Village: Michael F. Ward, Attorney  
For the Union: Cara Korhonen, Attorney

INTRODUCTION

This matter was referred to fact finding by the Michigan Employment Relations Commission (MERC) pursuant to Public Act 176 of 1939, and the undersigned was appointed as Fact Finder.<sup>1</sup> The Village of Newberry (Newberry, Village or Employer) and Michigan Council 25 AFSCME, Local 2530 (AFSCME or Union) seek to complete the successor to their 2007-2008 Master Agreement, as extended.<sup>2</sup> The record for this fact finding consists of written exhibits, written briefs and the affidavits of AFSCME Council 25 Staff Representative Sue Cameron and of Labor Economist III Dennis Houlihan, AFSCME Washington DC, which affidavits were submitted by the Union.<sup>3</sup>

BACKGROUND FACTS

The Union represents twelve employees who work for the Village. Three bargaining unit members work in the Department of Public Works, three in the Waste Water Treatment Department, and six in the Water and Light Department.

COMPARABLES

After the initial exchange of exhibits, the parties agreed that the Employer's list of five would be used as the comparable communities to the Village of Newberry. Those five comparables are: 1) Caspian, 2) Crystal Falls, 3) Lake Linden, 4) Laurium and 5) Wakefield.

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<sup>1</sup> Details on procedural steps pertinent to this fact finding are set forth in Endnote #1 to this Fact Finder Decision.

<sup>2</sup> Details on the negotiations of the parties to resolve this dispute without fact finding are set forth in Endnote #2.

<sup>3</sup> The Cameron Affidavit is set forth in full at Endnote #3 and the Houlihan Affidavit is set forth in full at Endnote #4.

## **ABILITY TO PAY**

An employer's "ability to pay" – or more accurately an employer's "inability to pay" – is frequently a substantial and sometimes the overriding factor in a fact finding decision. This factor amounts to the position that, based on its financial situation, an employer is unable to pay the monetary package the union seeks without abandoning the funding of its other required and essential services. Of course, an employer recognizes that it is able to pay compensation to bargaining unit members to the extent of its own offer of a monetary package. When an employer maintains that it is not financially able to pay the amount of the union demand, the employer needs to provide financial information to support its position.

In this case both parties address the question of ability to pay.

### **ABILITY TO PAY - EMPLOYER POSITION**

The Employer maintains the Village is in a very precarious financial position as established by its last audited financial statement for fiscal year 2008. That statement revealed a fund balance of only \$13,335.00 which at 1.5% percent of General Fund revenues was a fund balance substantially below the minimum of five (5%) percent of General Fund Revenues recommended by the State of Michigan Auditing Standards. (The Village also points out that the General Fund balance for the 2007 fiscal year was \$1,630.00 which was less than one-tenth of a percent).

The Employer claims the Union's challenge to lack of ability to pay is unsound because the Union based its conclusions on the third-quarter income and expense statements for fiscal year 2009, rather than on audited financial statements. Such unaudited statements, the Employer continues, do not and cannot reflect an accurate picture of the final financial condition of the Village at the end of 2009. (Only when the 2009 audited financial statements are completed will an accurate picture of the Village financial condition exist). The Employer also maintains that it is a simple task for the Union to point to a given line item in an income and expense statement and claim excess money exists that can be allocated to their economic demands. Although this practice is frequently used by unions, it does not take into account the responsibility of maintaining fiscal solvency with which the Village of Newberry is charged. So even when money exists in a given account from which the union demands it can be paid, it is the responsibility of the Village to allocate those funds for various needs of the citizens of the Village; thus those funds may not be available for employee wages or benefits as they may be otherwise encumbered.

### **ABILITY TO PAY - UNION POSITION**

The Union maintains the analysis of Labor Economist Dennis Houlihan shows the Employer has the current ability to pay the Union's demands. For instance, Houlihan pointed out that the 2009 budgeted amount for "budget stabilization" was initially \$53,700, but by the end of the year that amount had increased to \$73,700 and none of the 2009 funds was expended.<sup>4</sup> This amount alone, the Union maintains, greatly exceeds its requests. Also, the Employer's 2010 General Fund Budget contains a \$90,430 expenditure for "budget stabilization" and none of this has been used in the first three months of

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<sup>4</sup> The Union cites to U Exh 26, the "2009 Village of Newberry Revenue/Expense Summary With Budget," as that document was addressed in the analysis of Labor Economist Houlihan.

2010.<sup>5</sup>

The Union continues that, as discussed by Houlihan, bargaining unit employees are paid out of different funds depending on their classification.<sup>6</sup> Thus, the Electric Fund compensates certain unit members and that Fund contains a "budget stabilization" expenditure item of \$17,000 in the 2009 budget, an expenditure which was not used.<sup>7</sup> Next, the Water Fund had a surplus in 2009 of \$699,143.41 and even after subtracting from that total the portion of the surplus which was grant revenue, a surplus remained of \$38,824.32.<sup>8</sup> The Union also points out that the Employer did not expend the entire \$66,700 budgeted for wages from the Water Fund in 2009 and 2010. Thus, for 2009, there was a remaining balance of \$7,239.50 for wages,<sup>9</sup> and for the first three months of 2010, only 17% of these funds had been expended.<sup>10</sup>

Finally, based on the Houlihan affidavit, the Union maintains the total measurable cost difference between the parties' wage proposals over three years would be approximately \$6,267; the difference for 2010 about \$4,197, while the cost for 2011 and 2012 would be a difference, annually, of \$2,070. So, as set forth in the Houlihan affidavit, the Employer has the ability to pay that difference.

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<sup>5</sup> The Union cites to U Exh 27, the "2010 Village of Newberry Revenue/Expense Summary With Budget," as that document was addressed in the analysis of Labor Economist Houlihan.

<sup>6</sup> The Union cites to U Exh 19, the following chart for funds from which various classifications are funded:

CLASSIFICATION	FUND WAGES CHARGE TO	
	PRIMARY	SECONDARY
OPERATOR-WATER&LIGHT	Electric Fund	
JOURNEYMAN LINEMAN-WATER OPERATOR	Water Fund /Electric	
DPW WORKERS	General Fund/Streets	Broke out as to Garbage/Parks/Bldg/etc
MECHANIC	General Fund	As used by FIRE/O&M/Electric/Water
DUMP OPERATOR	General Fund	N/A
WASTEWATER OPERATOR-TRUCK DRIVER	Sewage O&M Fund	General Fund
OFFICE CLERK	Electric Fund	
OFFICE CLERK-PART TIME	Electric Fund	
GROUNDSMAN	Electric Fund	
METER READER-PART TIME	Equally Electric/Water Funds	N/A
METER READER-FULL TIME	Equally Electric/Water Funds	As used by DPW/O&M/Electric/Water

<sup>7</sup> The Union cites to U Exh 28, the "2009 Water & Light Revenue/Expense Summary With Budget," as that document was addressed in the analysis of Labor Economist Houlihan.

<sup>8</sup> The Union cites to U Exh 28, the "2009 Water & Light Revenue/Expense Summary With Budget," as that document was addressed in the analysis of Labor Economist Houlihan.

<sup>9</sup> The Union cites in part to U Exh 29, the "2010 Water & Light Revenue/Expense Summary With Budget," as that document was addressed in the analysis of Labor Economist Houlihan.

<sup>10</sup> The Union cites in part to U Exh 29, the "2010 Water & Light Revenue/Expense Summary With Budget," as that document was addressed in the analysis of Labor Economist Houlihan.

### Conclusion of the Fact Finder on Ability to Pay

The parties clearly frame a dispute over “ability to pay.” The Union provided the analysis of various Village financial documents for 2008, 2009 and 2010,<sup>11</sup> from which Labor Economist Houlihan determined the Village has ample financial ability to meet and exceed the demands the Union makes in this fact finding proceeding. In part, the Houlihan affidavit indicates that since the stated term of the 2007-2008 Agreement ended, the financial situation of the Village has improved.<sup>12</sup>

The Employer concludes the Village is in very precarious financial position based on the the \$13,335.00 fund balance set forth in the 2008 audited financial statement and it also references to the 2007 audited fund balance of only \$1,630.00. The Employer criticizes the Union’s reliance on unaudited financial documents beyond the 2008, maintaining that they do not and cannot reflect an accurate picture of the final financial condition of the Village for 2009. But financial analysis in negotiations must typically proceed without audited financial statements for recent year(s) due to the inherent lag time in securing audited statements.

Having reviewed the record, the fact finder concludes that the Employer has failed to establish the inability to pay that it claims. Proof of that inability is a burden placed on an employer, yet in this case the analysis of Labor Economic Houlihan indicates there was ample ability to pay, and that affidavit was not rebutted or refuted.<sup>13</sup> For instance, the fact finder was interested to learn from the Houlihan affidavit that several bargaining unit members do not have their compensation paid from the General Fund but instead they are compensated from departments funds such as the Electric and Streets funds and that from these funds the Houlihan affidavit indicates there were ample funds to cover employee wages and benefits. Whether the conclusions Houlihan reached are fully accurate or not, the fact remains that they were not rebutted or refuted on this record.

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<sup>11</sup> See the documents identified in the Houlihan affidavit as the basis for the conclusion there set forth. (Endnote #4). In part, those documents listed by Houlihan were: Village of Newberry, 2008 Comprehensive Annual Financial Report, 2009 Village of Newberry, Revenue/Expense Summary, General Fund — Total Revenues (printout p.1) and Total Expenditures (printout) 2010 Village of Newberry, Revenue/Expense Summary with Budget, Budget Stabilization (printout) Village of Newberry, MI, Income and Expense with Budget 2009, as of 0909, General Fund line 994 Budget Stabilization (printout p. 5); 2009 Village of Newberry Revenue/Expense Summary with Budget, General Fund line 994 Budget Stabilization" (printout) Major Streets Fund, Total Equity, (printout) Local Streets Fund, Total Equity, (printout) 2009 Water and Light, Revenue/Expense Summary with Budget, Total Electric Fund, Y-T-D EXP/REV (printout) 2010 Water and Light, Revenue/Expense Summary with Budget, Total Budgeted, Electric Fund, line 997 Budget Stabilization (printout)

<sup>12</sup> For instance, the Houlihan affidavit sets forth assertions of improved financial condition, in part, as follows:  
¶5 General Fund (b): The unaudited 2009 year-end General Fund balance was \$183,150. This is \$169,815.42 increase over the 2008 General Fund balance of \$13,335.  
¶6 Street Fund (b): The unaudited 2009 year-end Major Street Fund fund balance was \$14,733.01. This is a \$14,622.78 increase over the 2008 balance of \$110.  
¶8 Water (e): Wages for 2010 and 2009 were budgeted at \$66,700. For FY2009 only 89% of these funds were used leaving a balance of \$7,239.50. At the end of 3 months in 2010 only 17% of these funds have been expended, suggesting there may be salary savings this year as well.

<sup>13</sup> The fact finder agrees with the Union that based on Houlihan’s experience and training that he has the expertise to conduct the financial analysis described in his affidavit and to come to the opinions which he articulated on the financial condition of the Village of Newberry and its ability to pay.

The fact finder concludes this record does not support the conclusion that the Village of Newberry lacks the financial ability to pay the demands the Union seeks. Therefore, the Fact Finder rejects the Ability to Pay position of the Employer. Of course, just because an employer is able to pay a particular demand in an interest case does not mean that it should be pay.

### ISSUES

In their factfinding briefs, the parties identified lists of issues that were not fully compatible.<sup>14</sup> The four issues to be addressed in this fact finding had, however, been identified prior to submission of the briefs.<sup>15</sup> Consistent with the earlier identification of those issues, the fact finder concludes that the issues to be resolved in this fact finding are:

1. General Wage Increase
2. Health care benefits for Employees 65 and older
3. Wage Rate for Meter Reader/Property Use Administrator
4. Duration of contract and Re-Openers

#### **ISSUE 1. GENERAL WAGE INCREASE**

The record reveals two salient points of agreement with respect to a general wage increase for the bargaining unit. First, it is agreed there will be some amount of increase to the wage rate for all bargaining unit members. And, it is agreed that the general wage increase will not be retroactive, so that payment of increased wages will be effective with the first pay period following ratification of the new collective bargaining agreement.

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<sup>14</sup> In its fact finding brief, the Employer identifies five issues aside from Ability to Pay and those five are:

1. Wages
2. Retiree Health Insurance Benefits (For retirees age 60 up to 65 and for retirees age 65 and older).
3. Wage Rate for Meter Reader/Property Use Administrator
4. Job Bid Exclusion for the Apprentice Lineman Position
5. Duration

In its fact finding brief, the Union identifies Ability to Pay as an issue, and in addition list these four issues:

1. Payment of the Medicare Supplement
2. Wage Increase To the General Unit
3. Wage Increase for the Meter Reader/Property Use Administrator
4. Contact Term and Re-Openers

<sup>15</sup> In her email of January 29, 2010 to counsel for the parties, the fact finder sought "Attorneys/Both Parties to confirm that the only issues to be submitted to factfinding are:

1. Wages to general unit
2. 65+ health care benefits
3. Wages for meter reader
4. Duration of contract."

After further conference call(s), the fact finder identified in her February 11, 2010 email to counsel that "the issues to be submitted are agreed as:

1. Wages to general unit
2. 65+ health care benefits
3. Wages for meter reader
4. Expiration date of extended contract, re-openers with that extension."

**GENERAL WAGE INCREASE - POSITION OF THE EMPLOYER**

The Village offers a twenty-five cent per hour wage increase based on what the Village contends it can offer and remain fiscally able to meet its other obligations. It maintains that the offer is reasonable since its total cost is \$7,978.57.<sup>16</sup>

The Employer continues that although other communities may pay a higher hourly rate for a similar job, this does not dictate what the Village of Newberry must offer nor what rates of pay can be justified

<sup>16</sup> To support its calculation of the dollar amount of \$7,978.59 the Village presents the following information covering actual hours, overtime, and cost of FICA, medicare, workers compensation for the current members of the bargaining unit. Thus, Exhibit B to Employer brief provides:

OT Based on 2009 Hours Worked							
DPW	REG HRS	OT	.25 INC	FICA	MEDIC	WORKERS COMP	TOTAL
JB	2080.00	23.00	528.74	32.78	7.67	29.45	598.64
VM	2080.00	67.75	545.75	33.84	7.91	30.40	617.89
DN	2080.00	44.00	536.72	33.28	7.78	29.90	607.67
TEMPS							
SM	552.00	10.50	141.99	8.80	2.06	7.91	160.76
RM	223.00	26.50	65.82	4.08	0.95	3.67	74.52
GT	108.00	0.00	27.00	1.67	0.39	1.50	30.57
WWTP	REG HRS	OT	.25 INC	FICA	MEDIC	WORKERS COMP	
MB	2080.00	85.00	552.80	34.24	8.01	11.38	605.93
TM	2080.00	96.50	556.67	34.51	8.07	11.47	610.72
DS	2080.00	89.25	553.92	34.43	8.03	11.41	607.70
WL	REG HRS	OT	.25 INC	FICA	MEDIC	WORKERS COMP	TOTAL
JL	2228	252.5	668.15	41.43	9.69	18.37	737.64
CJL	2080	0	520.00	32.24	7.54	14.30	574.08
DM	2080	57.5	541.85	33.59	7.86	14.90	598.20
MP	2288	434	736.92	45.69	10.69	27.27	813.56
BB	2072	0.5	518.19	32.13	7.51	2.12	559.95
LS	927	0	231.75	14.37	3.37	0.95	250.43
	11,675.00	784.50	3,216.88	199.45	46.64	70.92	3,533.86
<b>TOTAL</b>	<b>25,038.00</b>	<b>1,227.00</b>	<b>6,725.76</b>	<b>417.00</b>	<b>94.12</b>	<b>207.99</b>	<b>7,448.27</b>
less temp	883.00	37.00	234.81	14.56	3.40		
	14,155.00	1,190.00	6,490.95	402.44	94.32		
			530.32	MERS 8.17%			
<b>TOTAL COST (WAGES INCL OT), FICA, MEDI, MERS</b>				<b>7,978.58</b>			

based on the needs of the Newberry community.<sup>17</sup> Obviously, each community has its own revenues and expenses, which impact the hourly rates available to pay employees. Differing health insurance programs including retiree health insurance also can make a significant difference in what is available for wages in a given municipality.

**GENERAL WAGE INCREASE - POSITION OF THE UNION**

At the March 25, 2010 bargaining session, the Employer offered a .50¢ increase with an additional .25¢ increase in 2011 and a wage re-opener in July 2012. The Union agreed to the .50¢ increase but asked for an additional .25¢ increase on July 1, 2010 with a wage re-opener in 2011 and 2012.

As affirmed by Houlihan, both parties proposed .75¢ wage increases, with the dispute being the timing of .25¢ of that increase as well as wage re-openers. The parties agreed to .50¢ at ratification but the Union has asked for an additional .25 on July 1, 2010 while the Employer has proposed a .25¢ increase at the beginning of 2011.

The Union also maintains it is not asking for an unreasonable amount of money; instead, the increase is extremely fair to the Employer. For in essentially every classification where there is a similar classification in the comparable communities, the wages from this Employer are lower, sometimes significantly so, than wages in those other communities.

**Conclusion of the Fact Finder on General Wage Increase**

The parties met eleven times in three calendar years to negotiate the issues in this case.<sup>18</sup> At several of those negotiating sessions they addressed a general wage increase and they apparently had a number of different formulations for that increase. (See, for instances the recitation set forth in the affidavit of AFSCME Staff Rep Cameron as to the tentative wage increases, ¶¶4 and 7) But the general wage increase, as with the other issues before the fact finder, was not resolved through negotiations. In this proceeding the wage increase positions are not

<sup>17</sup> The Village offers (Exhibit A to its brief) this comparable data:

COMPARABLE DATA - 2009 WAGES						
Classification	Newberry	Caspian	Crystal Falls	Lake Linden	Laurium	Wakefield
Mechanic/Generator Operator	15.37		18.11			
Working Foreman Electric	20.75		23.89			19.75
Journeyman Lineman- Water Operator	19.25		22.21			18.65
DPW Worker	14.61	15.37		16.21	14.51	18.61
Mechanic	14.82	15.49			15.72	19.75
Waste Water Operator/Truck Driver	15.38					18.87
Office/Clerical	14.27					
Office/Clerical - Part Time	12.31					
Groundsman	15.72					
Meter Reader - Part-time	9.15					
Meter Reader - Full-time	11.67					18.25
Water Certification	\$ .50/Hour					
Waste Water Certification	\$ .50/Hour					

<sup>18</sup> July 22, 2008; July 31, 2008; August 18, 2008; August 25, 2008; September 9, 2008; September 22, 2008; November 3, 2008; January 21, 2009, March 11, 2009, July 29, 2009 and March 25, 2010.

clearly explained and justified. The Village offers 25¢ per hour upon ratification which is apparently different than bargaining stances it had taken over the last two years, yet there is no explanation as to why there is this difference. The Union appears to counter with a 50¢ per hour at ratification demand, and asks for an additional 25¢ on July 1, 2010. But elsewhere in this fact finding the Union formulated a different stance.<sup>19</sup> With such an uninformative background, the fact finder concludes that the reasonable approach is to recommend an across-the-board increase of 50¢ per hour upon ratification and leave any further adjustment to contract re-openers on wage.

## **ISSUE 2. HEALTH CARE BENEFITS FOR EMPLOYEES 65 AND OLDER**

The current contract language of Article 34 §(c) (HOSPITALIZATION MEDICAL COVERAGE) obligates the Village to provide a retiree at age 65 with a Medicare supplement and to pay the percentage of the premium for that coverage that amounts to the percentage the Village was paying for health care for the retiree on the date s/he retired.<sup>20</sup>

### **MEDICARE SUPPLEMENT - POSITION OF THE EMPLOYER**

The cost of providing this retiree insurance was astronomical to the Village. To provide the currently required insurance for existing retirees and their dependents in 2008 cost more than \$250,000.00 per year. And this cost did not include the funding of accrued liability for employees who have not yet retired. The State of Michigan Auditing Division is now requiring that the Village determine the accrued liability for retiree health insurance benefits and develop and implement a plan to fund the liability in the same manner as the Village funds its pension liability.

The Village continues that it realized it could no longer afford the \$250,000.00 premium for the retiree health insurance. So, it worked with its insurance consultant and designed a retiree health insurance plan allowing the retiree to buy comparable coverage in the open market at a cost of \$7,000.00 for two-person coverage or \$3,500.00 for single person coverage. That plan was presented to the retirees and they signed off and received the cash payment from the Village on January 1, 2009 and on January 1, 2010. This, therefore, is the current insurance program that the Village offers the retirees rather than the program specified in the agreement.

The Employer continues that the current annual cost of providing seven (7) retirees with health insurance is \$52,620. This cost, the Village stresses, is a burden the Village can no longer carry: it must obtain a change in its retiree health insurance liability. And, it stresses, this change is essential given the new accounting rules which will require the Village, to fund retiree health insurance liability with yearly contributions for current employees.

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<sup>19</sup> In Union Exh 20 filed in January 2010 with the fact finder, the Union said "effective upon ratification, 25¢ per hour for the year 2008. Effective upon ratification, increase of 25¢ for the period of 2009. Wage reopener for years 2010 and 2011. This offer, however, was tied to the request for payment of a Medicare supplement."

<sup>20</sup> That contract language provides, in pertinent part, that, "The Employer shall provide hospitalization and medical insurance for its retiree and spouse to age limit sixty-five (65) years, thereafter the Employer shall provide the Medicare supplement and pay the percentage of the premium the Employer was paying at the time the employee retired, and the retiree shall pay the remaining premium."



For purposes of fact finding the Village maintains it will not offer or pay for insurance once a retired employee reaches age sixty-five (65). In regard to such retirees, the Village stresses that it is required to fund Medicare insurance coverage through the Medicare payroll tax on each employee during their entire tenure of employment, so it has already contributed to the Medicare coverage the retired employee receives. The Village also points out in support of its position that none of the five communities comparable to Newberry extend health and hospitalization insurance to retired employees when they reach age sixty-five (65) or beyond that age.

**MEDICARE SUPPLEMENT - POSITION OF THE UNION**

The Union maintains the Employer offered payment of \$3,500 to single employees, \$7,000 to married employees in lieu of paying the Medicare supplement with December 2009 as the cut-off hire date for this payment and that the Union accepted that payment arrangement but sought a cut-off date of March 1, 2010. (That March 1, 2010 date, it explains, would grandfather in all current employees, adding only two employees to the number covered by the Employer's proposal). The Union stresses that the Employer's need to fund future retiree health benefits will not be onerous because, of the current employees, the one closest to retirement would not be eligible for this payment for 11 years.<sup>21</sup> So the Employer has a minimum of eleven years to start setting aside money to fund payment of the Medicare supplement before any current employees become eligible. It also emphasizes that the Employer can currently afford to fund the Medicare supplement based on its current financial situation as analyzed by Labor Economist Houlihan. Finally, the Union maintains it is equitable to continue the \$3,500/\$7,000 payment arrangement because it has been in effect for two years and because this payment was the alternative benefit the Union sought.

**Conclusion of the Fact Finder on Health Care Benefits for Employee 65 and Older**

This issue has likely been the biggest hurdle to the parties reaching accord on a successor to their 2007-2008 Master Agreement. The importance of this retiree health benefit issue is understandable due to the value of the benefit to the bargaining unit and due to the expense to the Village of providing such a benefit. Thus, even without strict application of the current contract language – which had cost the Employer \$250,000 in 2008 – the cost of this retiree health benefit for the seven (7) retirees 65 and over was \$52,620 in 2009 and another \$52,620 in 2010. This clearly is a very expensive benefit. In addition, the Employer must now, under new auditing regulations, fund accrued liability for this benefit for current employees who will become eligible for the medicare supplement when they retire and reach age 65. On the other side of the coin from the expense of the benefit, is the value of that benefit to bargaining unit members for which the Union is fighting.

<sup>21</sup> The Union presented this table to show when current employee would be eligible for the Medicare supplement.

Employee	Hire Date	Age	Eligible for Medicare Supplement In -
Matt Perry	06/03/1985	52	13 years
Darrell Nantell	06/15/1987	52	13 years
Tom Magnusson	06/28/1999	50	15 years
Dave Schummer	01/25/1993	54	11 years
Jim Brown	05/04/1994	50	15 years
Mary Brown	12/15/1997	52	13 years
Bev Burton	07/06/1999	51	14 years
Deb Major	05/15/2002	51	14 years
Lori Stokes	07/24/2007	50	15 years
Ryan McNamara	10/2009	36	19 years

After consideration of the views of each party and after consideration of the evidence presented, the fact finder is persuaded that the parties should keep the \$3,500/\$7,000 arrangement for a medicare supplement, for the retired employee or the retired employee and spouse, where the retiree has attained 65 years or more. This arrangement was mutually accepted by the parties and has been followed for the last two calendar years. And during those two years the negotiations for a new contract were underway. Thus, without a new contract or new language covering medicare supplement, the Village was able to lower its cost of medicare supplement almost five-fold from \$250,000 to \$52,620. Further, a predominant rationale for the Employer's opposition to continuing this benefit has been its inability to pay and that contention has been rejected in this fact finding.

It is clear that the new State auditing obligations will require setting up an account for the funding of accrued liability to cover future medicare supplements for current employee who retire. But it is also true that the Employer has eleven years before the next employee could retire and become eligible for the medicare supplement, and other current employees would take some years beyond eleven to become eligible for the medicare supplement benefit. So, the Village has time to gradually set aside funds for such future liability.

### **ISSUE 3. WAGE RATE FOR METER READER/PROPERTY USE ADMINISTRATOR**

The Village has added Property Use Administrator job duties to the existing Meter Reader classification thus creating the classification of Meter Reader/Property Use Administrator. The job description for the Meter Reader classification and the newly created Property Use Administrator are on pages 2 through 7 of Village Exhibit #6. As part of the Meter Reader duties the employee travels the properties within the Village and thus can make the physical observations necessary for code enforcement, and can issue tickets where appropriate. The remaining two weeks per month the employee can perform the remaining Property Use Administrative functions, i.e., answer property use complaints, issue fence permit applications, etc.

The combined duties are not challenged, and there is nothing to question the Employer's rights under Article 47 to have assigned new job duties to this classification. Indeed the record indicates the transformation into a full-time position with duties regularly assigned has been favored by the Union.

#### **WAGE RATE FOR METER READER/PROPERTY - POSITION OF THE EMPLOYER**

The Village believes that the skill level required for the property use function is no greater than that of meter reader and it is, therefore, proposing the same wage rate for the Meter Reader/Property Use Administrator classification as that of Meter Reader, it claims assignment of the new job duties is merely an attempt to make use of the available time of the Meter Reader and the Village has regularly assigned the meter reader to various jobs within other classification such as Property Maintenance, Office/Clerical, and Ground Person duties within the Electrical Department as a means of making use of available time.

#### **WAGE RATE FOR METER READER/PROPERTY - POSITION OF THE UNION**

The Union is asking for a .40¢ increase and it stresses that when the Meter Reader was asked to take on the additional title of Property Use Administrator, the employee and Union were informed that

the only additional duty that would come with that title would be to report blights. Subsequently, that employee was given a new job description entailing all of the new duties and there has been a significant increase in duties and responsibilities. Further, the Union points out from the comparable communities that the Union is not asking for an increase that is either outrageous or unreasonable.<sup>22</sup> And even if this position is given a .50¢ increase to the general unit and a .40¢ increase specifically for this position the resulting wage would be \$12.57, which is still substantially below the comparables. The Union maintains the dual responsibilities of Meter Reader/Property Use Administrator should be fairly compensated and the .40¢ increase is very fair to the Employer.<sup>23</sup>

**Conclusion of the Fact Finder on Wage Rate for Meter Reader/Property Use Administrator**

The Village maintains there should to be no specific wage increase for the newly combined position of Meter Reader/Property Use Administrator while the Union seeks a .40¢ per hour increase. The cost of such increase would, according to the Houlihan affidavit be about \$2,500. In light of the explanation provided by the Union as to the increased work responsibilities which are more sophisticated than originally assigned and which increased responsibilities are set forth in a new job description, the fact finder concludes that a .40¢ increase is fair and reasonable compensation for the combined classification.

**ISSUE 4. DURATION OF CONTRACT AND RE-OPENERS**

This fact finding decision is issued July 15, 2010 and the parties have been negotiating for a successor to their 2007-2008 Master Agreement which had a stated expiration date of June 30, 2008. So for almost two years the parties have negotiated and continued with a situation of an extended collective bargaining agreement. Certainly, the duration of the new contract, whenever reached and ratified, should take this lengthy time-line into account. The offered duration date for the new contract by the Employer is June 30, 2013. The fact finder finds nothing in the record to contradict use of that duration date and it is, therefore, recommended.

The parties also agree that their new collective bargaining agreement will need to build in re-openers but the parties disagree as to the scope of those re-openers.

**DURATION AND RE-OPENERS - POSITION OF THE EMPLOYER:**

The Village seeks re-openers on June 10, 2011, and June 30, 2012 covering the issues of wages and hospitalization/medical coverage for active and retired employees.

**DURATION AND RE-OPENERS - POSITION OF THE UNION**

The Union proposes that the term of the contract be three years, with re-openers in 2011 and 2012 for wages and the Union does not object to re-openers on health care as long as the re-opener does not include payment of the Medicare supplement. The Union strenuously objects to a re-opener on the Medicare issue based on the fact that realization of this benefit is at least eleven years into the future.

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<sup>22</sup> The Union's data shows:

	New berry	Caspian	Wakefield	Lake linden	Laurium
Full-Time Meter Reader	11.67	14.48 (Laborer)	18.25	12.44 -15.33	No comparable position

<sup>23</sup> The Union maintains this is a significant concession from its original request of .75¢ for this position.

The Union continues that it would be extremely inequitable to put that issue on the re-opener table where the parties would only be bargaining for a future benefit.

### **Conclusion of the Fact Finder Duration of Contract and Re-Openers**

The fact finder concludes that duration of the new collective bargaining agreement should be to June 30, 2013 with re-openers in June, 2011 and June 2012. The re-openers will cover wage and hospitalization/medical coverage for active employees and may cover retired employees between the ages of 60 and 65. But, the fact finder agrees with the Union that the medicare supplement should be not subject to re-opener under the next contract both because future liability for current employees under this benefit is eleven years away. Also, these last negotiations, which are already more than two years in the making, have been expensive and often unproductive and once that new contract is reached and ratified, with a solution on medicare supplement, that issue should take a rest throughout the term of the next contract.

### **SUMMARY OF FACT FINDERS CONCLUSIONS**

1. **General Wage Increase** - Upon ratification, a fifty cent (50¢) per hour wage increase is recommended.
2. **Health Care Benefits for Employee 65 and Older** Continuation of the payment of \$3,500 to single retirees age 65 and older as the medicare supplement and of \$7,000 to retirees with spouses is recommended as the medicare supplement under Article 34 §(c) (HOSPITALIZATION MEDICAL COVERAGE).
3. **Wage Rate for Meter Reader/Property Use Administrator** An increase of 40¢ per hour for this newly combined position is recommended.
4. **Duration of Contract and Re-Openers** A contract term through June 30, 2013 is recommended with re-openers in June 2011 and June 2012. Re-openers are recommended for wages and hospitalization/medical coverage for active employees and health benefits for retired employees between the ages of 60 and 65. It is strongly recommended that there be no re-opener on the issue of medicare supplement.

Dated: July 15, 2010  
Grosse Pointe Park, Michigan



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ELAINE FROST, FACT FINDER

## **Endnote #1 - Procedural Steps in Fact Finding**

The Union filed for fact finding on March 20, 2009, amending that petition on March 25, 2009. The issues listed in that amended Petition were "1. Wages, 2 Medicare supplement, 3 See attached." The Attachment stated:

VILLAGE OF NEWBERRY  
TENTATIVE AGREEMENT  
REACHED 3/11/09

### **1. ARTICLE 34. HOSPITALIZATION MEDICAL COVERAGE.**

- A. Effective 1/1/09 the Employer will fund the HSA deductible in full. Effective 1/1/10 the Employer will fund the HSA deductible in full.
- C. Medicare supplement same as current retirees. The Employer will provide \$7,000 for 2-person coverage and \$3,500 for single person coverage per year.

### **2. APPENDIX A. CLASSIFICATIONS AND RATES.**

1. Effective 3/11/09, increase \$.25 per hour across the board in all classifications.
2. Wage and Medicare Supplement Reopener 7/1/09.
3. Mechanic/Generator Operator \$15.37.
4. Add Property Use to Meter Reader duties so will remain full time.
5. Lineman job description with additional qualifications.
5. Foreman position effective 10/8/07 \$21.50. Effective 3/11/09 \$21.75.

The Answer to the amended Petition, filed August 21, 2009, states in part that "the unresolved issues include (a) health insurance, both active and retiree, (b) wages, (c) job bidding rights, (d) duration of agreement, and (e) working foreman position."

By letter dated September 3, 2009 Elaine Frost was appointed fact finder. (MERC Case No. L08-F5004). The fact finding hearing was scheduled for December 18, 2009 but adjourned without date due to personnel changes in a critical position in Village management and other concerns, including the appropriate type of hearing to be conducted.

A number of conferences calls and emails between the fact finder and counsel for the parties took place. By email dated February 11, 2010 from the fact finder to the parties, the fact finder identified (in Item 4) that "the issues to be submitted are agreed as:

1. Wages to general unit
2. 65+ health care benefits
3. Wages for meter reader
4. Expiration date of extended contract, re-openers with that extension."

The parties subsequently agreed to return to the negotiating table and an eleventh and final negotiating session was conducted on March 25, 2010. On April 5, 2010 the fact finder was advised such further efforts were unsuccessful. The parties proceeded to submit their briefs and any affidavits by June 3, 2010. The fact finder received the last brief on June 5, 2010 and the parties agreed to a fact finding decision by July 15, 2010.

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## **Endnote #2 - Parties Negotiating Meetings**

The parties met eleven times to negotiate the issues, with nine meetings on July 22, 2008; July 31, 2008; August 18, 2008; August 25, 2008; September 9, 2008; September 22, 2008; November 3, 2008; January 21, 2009, March 11, 2009 and July 29, 2009. The eleventh and final negotiating session was conducted on March 25, 2010.

###

## **Endnote #3 - Cameron Affidavit**

I, Sue Cameron, being duly sworn and deposed, states as follows:

1. If called to testify, I can competently testify regarding the matters contained within this affidavit.
2. I am employed by AFSCME Council 25 (hereinafter referred to as the "Union") and my official title is staff representative. I have been employed by the Union for 11 years. As representative for the Union, I represent Local #2530 the bargaining unit made up of employees of the Village of Newberry. I have been the representative for the employees of the Village of Newberry for 6 years, including representation during the current contract negotiations.
3. Despite ongoing attempts, the parties have not been able to reach an agreement on wages, payment of the Medicare Supplement, and payment of the wages of the property use administrator. The parties are also in dispute over re-openers, when those should occur and their subject matter.
4. The negotiating history in this matter is as follows:
  - On July 22, 2008 the first session was held. The parties discussed and established the ground rules and the parties exchanged proposals with discussion.
  - On July 31, 2008 the second meeting was held. The Employer claimed that it had no money and proposed that its second proposals may apply to new hires if the Union agreed to a one year contract.

- On August 18, 2008 a third session was held. The Employer proposed a one year agreement claiming that it would be in a better financial position the following year. The Union counter-offered with a request for a two-year agreement and asked that the Employer fund the Health Savings Account (HSA) deductible fully for 2009 and 2010, and for a wage increase of .75¢ for 2008 and .35¢ for 2009.

- On August 25, 2008 a fourth meeting was held. The Employer offered nothing more than it had during the previous meeting; the Union did not change its position.

- On September 9, 2008 a fifth session was held. No progress was made.

- On September 22, 2008 the parties met for the sixth time. Again, no progress was made.

- On November 3, 2008 the seventh meeting was held. The parties reached a tentative agreement with major concession.

- On November 5, 2008 the Union rejected the tentative agreement due to the deletion of the Medicare supplement, retroactive pay for one position only and no wage increase for the property use administrator position.

- On January 21, 2009 an eighth meeting was held with a state mediator. A tentative agreement was reached.

- On January 26, 2009 the membership rejected the tentative agreement because there were no real changes from the previous tentative agreement.

- on March 11, 2009 the parties met for the ninth time, a state mediator was present. The parties reached a tentative agreement.

- On March 19, 2009 the Union rejected the tentative agreement because only One position would be given retroactive pay and because it objected to the wage and Medicare reopener for 2009.

- A Petition for Fact Finding was filed on March 25, 2009.

- On July 29, 2009 the tenth meeting was held. The Employer was represented by council who demanded the initial concessions that had been made at the July 22, 2008 meeting. The Union responded with a request to proceed to Fact Finding.

5. I was present for each of these negotiating sessions except for the session held on September 22, 2008.

6. The eleventh and last bargaining session was held on March 25, 2010 and was held at the

Employer's request. At that time, in regards to payment of the Medicare supplement, the Employer proposed that in lieu of paying the Medicare supplement, it would offer payment of \$3,500 to single employees, \$7,000 to married employees, to be used to purchase whatever health care those eligible retirees wanted. The Employer proposed a December 2009 cut-off hire date for this payment. The Union accepted the \$3,500/\$7,000 payment, but proposed that the cut-off date be March 1, 2010. This would grandfather in all current employees, thereby including the two employees not covered by the Employer's proposal. It should be noted that the earliest time an employee would be eligible for this payment would be 11 years. At that time, the Employer agreed to the Union's proposal.

7. At the March 25, 2010 bargaining session, the parties made the following proposals with regards to wages: the Employer offered a .50¢ increase with an additional .25¢ increase in 2011 and a wage reopener in July 2012. The Union agreed to the .50¢ increase but asked for an additional .25¢ increase on July 1, 2010 with a wage reopener in 2011 and 2012.

8. It must be noted that the Union is not asking for a retroactive wage increase; this increase would be effective upon contract ratification. I have reviewed the Village's financial information and because the Union is not asking for retroactive pay, I believe the Employer will save a significant amount of money.

9. The wages of the property use administrator were also negotiated during the March 25, 2010 session. Negotiations regarding the property use administrator position began when the meter reader was asked to take on the additional title of property use administrator. At that time, the Employer informed the Union that the only additional duty this employee would be required to perform would be to report blights. The employee then ended up with an entirely new job description along with a significant increase in duties and responsibilities. (See Union exhibit 21). At the March 25, 2010 session, the Union asked for a .40¢ increase for this position in addition to the across-the-board increase. The Union also asked that the position remain full time. The Employer agreed to the Union's proposal.

10. In regards to re-openers, the Employer has asked that there be a wage and health care reopener on July 1, 2012. The Union agreed with the wage reopener but as far as the agreement for the Medicare supplement payment, once the issue has been resolved for all current employees, the Union is not willing to renegotiate that issue.

11. Although the parties appeared to be close to reaching an agreement at the March 25, 2010 session, the Employer then brought up an additional issue that had not been a subject of the negotiations prior to that time. It was clear that the Employer was attempting to derail the negotiations and I demanded that the Employer stick to the agreed upon outstanding issues. Counsel for the Employer refused and the session ended without a tentative agreement being reached.

12. At this time, the Union is asking that (1) the employees be given an across-the-board 50¢ increase effective upon ratification, with an additional .25¢ increase effective July 1, 2010; (2) the Employer pay the Medicare supplement for all current employees, or in the alternative, that the Employer pay \$3,500 for single employees, \$7,000 for married employees; (3) the property use administrator position remain a full time position and that the employee in this position be given an additional .40¢ increase upon ratification of the new contract; (4) that there be a wage reopener in 2011 and 2012.

## Endnote #4 - Houlihan Affidavit

1. I am Dennis Houlihan, Labor Economist III, Department of Research and Collective Bargaining Services, American Federation of State, County and Municipal Employees (AFSCME), Washington DC. As a member of the union's Department of Research and Collective Bargaining Services since 1988, I assist the union's affiliates and members with labor relations, public finance, contracting out and other policy issues. My work includes analyzing employer budgets and other financial documents during the bargaining process and testifying on behalf of the union in interest arbitration and fact-finding proceedings. I have testified in local government proceedings in Florida, Connecticut, Pennsylvania, Michigan and the District of Columbia and served as the union's representative on a 3 member panel for a California county. I represented the union on the National Advisory Council on State and Local Budgeting. I also represented the union on the District of Columbia Privatization Task Force. Prior to joining AFSCME in 1988, I was the assistant to the director of the National Academy of Sciences, Committee on Science, Engineering and Public Policy's Panel on Technology and Employment. I also was on the staff of the U.S. House of Representatives, Subcommittee on Labor Standards. Before moving to Washington D.C. in 1981, I was a San Francisco-based consultant on city planning, fiscal and government organization issues. I received a Certificate of Honor from the San Francisco Board of Supervisors and was selected as the Alumni of the Year by the San Francisco State University Department of Urban Studies and Planning.

I earned a Master of Public Policy degree from the University of California, Berkeley and a Bachelor of Arts in Urban Studies from San Francisco State University.

If called to testify, I can competently testify regarding the matters contained within this affidavit.

2. At the request of Local 2530 I have reviewed the Village of Newberry's financial documents to assess their financial ability to support the union's bargaining proposals. My findings are presented in the following items. The accompanying footnotes link the findings to the financial documents provided by the Village.

3. The Local 2530 bargaining unit is comprised of 12 classifications with 12 employees. Three of the classifications have no employees. Depending on the classification the employees compensation is charged all or in part to the following Village funds: General, Major Street, Local Street, Electric, Water and Sewage O&M Fund. <sup>1</sup>

4. To evaluate the Village's financial capacity to support the union's demands, reviewed the FY2009 end-of-year balances and FY2010 budgets for each of these funds,

### 5. General Fund

a. The General Fund is the primary support for three classifications (DPW Workers, Mechanic, Dump Operator) and a secondary support for one (Wastewater Operator — Truck Driver.) Two of the classifications with primary support receive additional support from other funds (DPW Workers, Mechanic.) There are 3 employees in these classifications.

b. The unaudited 2009 year-end General Fund balance was \$183,150 <sup>2</sup> This is \$169,815.42 increase over the 2008 General Fund balance of \$13,335. <sup>3</sup>

c. The \$169,815.42 increase is a result of 2009 revenues exceeding expenditures, with total revenues being 104% of budget and total expenditures being only 84% of budget. <sup>4</sup>

d. The 2010 General Fund budget includes an expenditure of \$90,430<sup>5</sup> for "Budget Stabilization." At the end of three months none of this money had been expended. In 2009 "Budget Stabilization" was budgeted at \$53,700 as of September, but increased to \$73,700 by the end of the year. <sup>6</sup> None of these funds were expended.

e. "Budget Stabilization" as an expenditure item is often another name for contingency. These funds could be used to support the costs of the union's demand for employees in the General Fund and if necessary could be used to cover employees in other funds as well.

f. The Village could also use a portion of its General Fund fund balance to support the union's proposal.

### 6. Street Funds

a. There are "Major" and "Local" street funds. The classification/wages table shows these funds offering some support for one classification: DPW Workers. There is one employee in this classification.

b. The unaudited 2009 year-end Major Street Fund fund balance was \$14,733.01. <sup>7</sup> This is a \$14,622.78 increase over the 2008 balance of \$110. <sup>8</sup>

c. The Local Street Fund 2009 fund balance was \$157.89. This is slightly less than 2008. <sup>9</sup>

d. The Village could use a portion of the Major Street Fund's balance to support the union's proposal.

### 7. Electric Fund

a. The Electric Fund provides primary support for the Operator-Water&Light, Office Clerk, Office Clerk-Part Time and Groundsman classifications. The fund splits primary support with other funds for the Journeyman Lineman-Water Operator, Apprentice Lineman, Meter Reader-Part Time and Meter Reader-Full Time. On an as used basis it supports the Mechanic. This is a primary source of support for 8 employees.

b. In 2009 the Electric Fund has an operating surplus, revenues exceeding expenditures, of \$242,405.98. <sup>10</sup>

c. The 2010 budget provides for a \$41,215 <sup>11</sup> "budget stabilization" expenditure item. In 2009 the \$170,000 <sup>12</sup> expenditure for the same purpose was not used. As in the case of the General Fund "budget stabilization" is often equivalent to a contingency that can be used for any purpose.

d. The operating surplus and budget stabilization fund indicate the electric utility could absorb the increased personnel costs proposed by the union.

e. The Village can also increase revenues by a rate increase.

### 8. Water

- a. The Water fund splits primary support for the Journeyman Lineman-Water Operator, Apprentice Lineman, the Meter Reader Full-time and the Meter Reader- Part Time with the Electric Fund. This is a primary source of support for 4 employees. The Meter-Reader Full Time also receives support from other funds based on usage.
- b. In 2009 the Water Fund had an annual surplus, revenues exceeding expenditures, of \$699,143.41. <sup>13</sup> Excluding grant revenue of \$660,319.09, the surplus was \$38,824.32.
- c. At the end of 3 months the 2010 revenue from "Penalties on Delinquent Accts" exceeds the \$10,000 budgeted by \$1,061.97.
- d. Water sales for 2010 are budgeted to be 5.7% higher than the 2009 actual level. (2010=\$375,800; 2009=\$355,561.80) <sup>15</sup>
- e. Wages for 2010 and 2009 were budgeted at \$66,700. For FY2009 only 89% of these funds were used leaving a balance of \$7,239.50. <sup>16</sup> At the end of 3 months in 2010 only 17% of these funds have been expended, suggesting there may be salary savings this year as well.
- f. The 2010 budget includes a \$4,000 <sup>17</sup> "miscellaneous" item, at which the end of 3 months little has been used. In 2009 only 31% was used, suggesting there may be under-spending in this year.
- g. The budget for Overhead was doubled from \$24,000 in 2009 to \$48,415 in 2010. In 2009 only 58% of these funds were used. For the first 3 months of 2010 only 10% of these funds have been used. <sup>18</sup>
- h. These patterns of revenues and spending indicate flexibility in the budget to meet the increased costs for the few positions supported in part by this fund.
- i. The Village could also increase revenues by a rate increase.
9. Sewage O&M Fund (Luce County Sewage O&M Fund)
- a. This fund provides primary support for the Wastewater Operator — Truck Driver classification. There are 3 employees in this position. The General Fund provides secondary support. On an as used basis this fund also provides support to the Mechanic and Meter Reader-PartTime positions.
- b. The Sewage Fund had a 2009 operating surplus, revenues exceeding expenditures of \$35,730.48. <sup>19</sup>
- c. The 2010 budget has an "Equipment Reserve" of \$19,800 of which 75% or \$14,774.88 remains unspent. In 2009 92% or \$18,283.00 remained unspent at the end of the year. <sup>20</sup>
- ci. With about one classification supported by this fund, the combination of last year's surplus, the flexibility of the equipment reserve and the secondary support of the General Fund should be sufficient to support the increased costs of the union's proposal.

#### 10. Cost Difference Between Village and Union Wage Increase Proposals

a. The Union and Village have both proposed 75 cent wage increases. The proposals differ on the timing of 25 cents and reopeners. Both propose a 50 cent increase at the time of ratification. Not knowing what the parties might negotiate in a reopener the only measurable cost difference is the impact of the union seeking the 25 cent increase on July 1, 2010, rather than at the start of 2011 as proposed by the Village. I have estimated the cost of this one-half year of additional compensation sought by the union to be approximately \$3,680.

(11 full time positions @1040 hours x 25 cents/hour = \$2,860) + (FICA/Medicare [7.65%] and Pension [16.73%] for full time positions = \$697) + (1 part time position 455 hours x.25 cents/hour= \$114) + (FICA/Medicare = \$9) = \$3,680.

b. The Union is also seeking a 40 cent per hour increase for the new public use administrator duties associated with the Meter Reader-Full Time position. Over the life of the contract I estimate this additional cost at \$2,587. The 2010 cost would be approximately \$517 for six months and the annual 2011 and 2012 costs would be approximately \$2,070.

(1 position @ 5200 hours [2.5 years] x 40 cents per hour = \$2,080) + (FICA/Medicare [7.65%] and Pension [16.73%] = \$507) = \$2,587

c. The total measurable cost difference in the Union and Village wage proposals over three years is \$6,267. The difference in cost for 2010 is approximately \$4,197. For 2011 and 2012 the annual cost difference is \$2,070.

d. These additional costs would be spread across the funds with the greatest amount allocated to the Electric Fund.

#### 11. The Village has the Financial Capacity to Support the Increased Costs of the Union's Wage Proposals

a. Based on my review of the Village funds that support the wages and benefits of the AFSCME bargaining unit, it is my opinion that the Village has the capacity to meet the addition cost of the Union proposals. As I discussed above, the Village funding options include: using budget stabilization funds, reprogramming budgeted expenditure items that appear to be over-budgeted given previous levels of expenditure and drawing upon fund reserves. For the utility funds, the Village also has the option of increasing rates and therefore revenues to meet increased costs of providing services.

1 Untitled table showing "Classifications" and "Fund Wages Charged To" provided by the Village, prepared 11/12/2009 and later modified

2 2009 Village of Newberry, Balance Sheet Summary, General Fund - Total Equity (printout p. 1)

3 Village of Newberry, 2008 Comprehensive Annual Financial Report, p. 9

4 2009 Village of Newberry, Revenue/Expense Summary, General Fund — Total Revenues (printout p.1) and Total Expenditures (printout p. 6)

5 2010 Village of Newberry, Revenue/Expense Summary with Budget, Budget Stabilization (printout p. 5)

6 Village of Newberry, MI, Income and Expense with Budget 2009, as of 0909, General Fund line 994 Budget Stabilization (printout p. 5); 2009 Village of Newberry Revenue/Expense Summary with Budget, General Fund line 994 Budget Stabilization" (printout p. 5)

7 Same as 2, Major Streets Fund, Total Equity, (printout p. 1)

8 Same as 3

9 Same as 2, Local Streets Fund, Total Equity, (printout p. 2) and same as footnote 3



- 10 2009 Water and Light, Revenue/Expense Summary with Budget, Total Electric Fund, Y-T-D EXP/REV (printout p. 2)
- 11 2010 Water and Light, Revenue/Expense Summary with Budget, Total Budgeted, Electric Fund, line 997 Budget Stabilization (printout p. 3)
- 12 Same as 10, Electric Fund, line 997 Budget Stabilization (printout p. 3)
- 13 Same as 10, Total Water Fund-(printout p. 4)
- 14 Same as 11, Water Fund, line 650 Penalties on Delinquent Accts (printout p. 3)
- 15 Same as 10 and 11, Water fund line 650 Water Sales (printout p. 3)
- 16 Same as 10 and 11, Water Fund, line 706 Wages (printout p. 3)
- 17 Same as 11, Water Fund, line 956 Miscellaneous (printout p. 3)
- 18 Same as 10 and 11, Water Fund, line 710 Overhead, (printout p. 3)
- 19 Same as 4, Total Luce.Co Sewage O&M Fund" (printout p. 14)
- 20 Same as 5, Sewage O&M, line 974 Equipment Reserve (printout p. 13) and footnote 4, Sewage O&M, line 974 Equipment Reserve (printout p. 13)