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STATE OF MICHIGAN

DEPARTMENT OF LABOR

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration Under Act 312
(Public Acts of 1969):

TOWNSHIP OF WEST BLOOMFIELD — MERC Case No. D88 L-2418

-and-

POLICE OFFICERS ASSN. OF MICHIGAN

West Bloomfield Township

OPINION AND AWARD

Chairman of Arbitration Panel: Barry C. Brown

Township Delegate: Dennis B. Dubay

Union Delegate: Terry Stein

Representing Township: Dennis B. Dubay

Representing Union: William Birdseye

Prehearing Conference: November 22, 1989

Hearings Held: 4-16-90; 7-2-90 and 7-9-90 at West Bloomfield Township Hall

Post-hearing panel conference: December 18, 1990

Briefs Received: October 9, 1990

Opinion & Award Issued: November 9, 1990

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

I. Statement of the case:

The labor organization, Police Officers Association of Michigan, filed a petition for arbitration pursuant to Act 312, PA of 1969 as amended (MCLA 423.231, et seq.). The union asserted that it had engaged in good faith bargaining with the employer, the Township of West Bloomfield,on behalf of the Township's 38 patrol officers and an impasse in negotiations had been reached. On May 31, 1988 the employer filed its answer to the above described petition with the Michigan Employment Relations Commission. On July 20, 1989 MERC Commissioner Patton appointed Barry C. Brown as the impartial arbitrator and chairperson of the arbitration panel in this matter.

The parties established the unresolved issues and the hearing procedures to be followed in a pre-hearing conference conducted on November 22, 1989. Three formal hearings were subsequently conducted by the panel in 1990 and the last offers of settlement were exchanged on August 13, 1990. The dispute between the parties pertain to a three year collective bargaining agreement which commences on January 1, 1989 and which will be effective through December 31, 1991.

The issues before the panel for resolution are:

"Union

1. Wages
2. Health Insurance for Future Retirees
3. Pension - Multiplier
4. Holidays - Pay
5. Vacation
6. Residency
7. Union Time Off

Employer

8. Holidays-Number
9. Insurances - Premium Cap
10. Pension-Employee Contribution
11. Roll Call

> Pursuant to the Act, the Panel shall adopt the final offer of settlement by one or the other party for each economic issue. The parties have stipulated that all issues are economic except residency.

The parties also stipulated and the panel agreed that all Act 312 statutory time limits were waived. Further, parties agreed that the new contract (1989-1992) would consist of the predecessor agreement (1986-1988) as modified by the parties' settlements on various issues, the letter of understanding about promotion procedures and this panel's award on the issues still in dispute.

II. The standards for the panel's decision:

In pertinent part, Section 9 of Act 312 sets forth the following factors upon which the Panel's decision must rest:

> "[T]he arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
>
> (a) The lawful authority of the employer.
>
> (b) Stipulations of the parties.
>
> (c) The interests and welfare of the public and the financial ability of the unit of government to meet these 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."

III. Background

The Township of West Bloomfield has a population of 46,860 (1989) and it covers an area of about 30 square miles. The land use in the township is primarily residential and it is nearly in the center of Oakland County. There are no large shopping centers or factories in the township and no expressways run through its jurisdiction. There are local stores and offices but no colleges and hotels are within its boundaries. This makeup has an impact on the revenues received by the employer and on the duties of the patrol officers.

The area is a pleasant one for families to live and for employees to work. There are still violent crimes, arrests, excessive traffic and citizen complaints which require police activity but the crimes per officer and the arrests per officer are less than in most neighboring communities. The township is growing and in the last ten years the population has increased by nearly 12%. The number of police department staff has increased at the greater rate of 77% in this same period.

There are five groups of West Bloomfield Township employees who are in collective bargaining units and one group of employees is unrepresented. In addition to the police officers who are represented by the POAM, the Township also bargains with the police dispatchers (POAM); the water and sewer employees (Teamsters Local 214); the police command officers (FOP) and the firefighters (IAFF). The general office employees are not represented by any union.

The Township of West Bloomfield police department now employs 62 full time employees. The lieutenants and sergeants are in a unit represented by the Fraternal Order of Police. The nine dispatchers and 33 patrol officers are both represented by the Police Officers Association of Michigan (POAM). There is a new police facility now in operation and there have been 173 applications for employment in 1989. The crime level of the community is low, particularly if compared to the more urban and older communities in the Southeastern part of the county.

IV. Comparability:

A) Union's list:

Birmingham

Bloomfield Township

Farmington Hills

Ferndale

Hazel Park

Madison Heights

Novi

Pontiac

Royal Oak

Southfield

Troy

Waterford Township

White Lake Township

B) Employer's list:

Birmingham

Bloomfield Township

Farmington HIlls

Ferndale

Hazel Park

Royal Oak

Waterford Township

White Lake Township

C) Discussion:

The union's comparable communities were limited to municipalities in Oakland County which maintained a full-service 24 hour police department. The employer offered as comparables all communities in the county with a population range of 20,000 to 80,000 and a real property tax base which was at least 50% residential. Both the employer and the POAM excluded cities with public safety departments or units of government which had only a part-time police force.

The twp. argues that it has offered the more comparable communities because the 312 panel in the June 1990 police command officers bargaining unit case adopted that list. They also asserted that their list of comparables are nearby residential communities of about the same size and type of population as found in West Bloomfield Township. They maintained that the socio-economic mix of their citizens, the low crime rate and the low density of population in the township makes comparisons to cities like Troy, Pontiac and Southfield most inappropriate. They asserted that West Bloomfield Township shares a common labor market and demographic data with the comparable communities that it has proposed.

All of the employer's suggested comparables were also on the union's list. Thus, attention must be directed at the five additional communities offered by the union. Two cities suggested by the POAM are adjacent to Bloomfield Township albiet that each of them (Pontiac and Southfield) are larger and denser in population and they both have a much greater commercial-industrial tax base and related

police responsibility. However, the union developed an exhibit which ranked all of the employer's suggested comparables using the employer's stated criteria. From this it was clear that the unit of government most like the Township of West Bloomfield was its neighbor, Bloomfield Township. The communities of Birmingham, White Lake Township, Farmington Hills and Novi were the next most comparable. The cities of Royal Oak and Hazel Park were clearly dissimilar and they were the most distant geographically.

D) Panel's conclusion:

The panel will omit from its comparison those cities on the union's list which were too distant and dissimilar from West Bloomfield Township. The employer's list is compatible with the union's list and so those communities jointly offered as comparable by both parties will not be modified (even though it appears that Hazel Park and Royal Oak are only remotely comparable). The union has shown that the City of Novi is sufficiently comparable to also be considered and added to the employer's list. It has a greater commercial tax base than does West Bloomfield (53%) but Novi is close geographically and it is in the same labor market and it has many similar demographics - so it is too alike to be overlooked.

Thus, the panel will use these comparables in its deliberations:

Birmingham
Bloomfield Township
Farmington Hills
Ferndale
Hazel Park
Novi
Royal Oak
Waterford Township
White Lake Township

V. OTHER RELEVANT FACTORS

A review of the financial and budget data does not demonstrate that the township is unable to pay the demands made upon it by the union. However, the township does have less financial resources than do some of its neighbors. It has less industrial and commercial properties upon which to levy taxes. This is offset in part by a low residential density and a high per unit average value of residential property. There has been a special public safety mileage levied by the citizens of West Bloomfield Township. The 2 mills for five years is an expense borne almost entirely by homeowners.

The overall compensation paid to the West Bloomfield Township patrol officers is very favorable when viewed against the benefits enjoyed by employees in comparable communities. When one considers COLA, longevity pay, holiday pay, vacation pay, wages and miscellaneous payments, the comparisons show that the patrol officers are near the top in most categories and third overall in the comparable communities. This result comes about in part because in many other communities the employees make sizable contributions to their pension plan and as a result their net cash compensation is reduced.

VI. THE ISSUES IN DISPUTE

Union Issue No. 1 - Article III

Representation - Sections 3.3 and 3.4

A) Township Last Offer of Settlement:

> "Revise Article III - Representation, Sections 3.3 and 3.4 to provide as follows:
>
> 3.3: The Steward (or Alternate) or the Union President shall be permitted reasonable time during regular working hours to present contract grievances and meet with Township representatives

as provided in Article VI - Grievance Procedure, and to attend grievance arbitration hearings, upon having received permission from the Chief of Police or his designee. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused.

3.4: All necessary time lost by the Union Steward (or alternate) or the Union President during his regular straight time shift because of grievance presentation in accordance with Section 3.3 of this Article, shall be paid for by the Township at the employee's regular straight time hourly rate. It is understood that this only applies to time lost during the Union Steward's (or Alternate's) or Union President's normal scheduled work time and does not apply to grievance activity during his non-work hours or after the scheduled work time.

Effective date: Date of the Arbitration Award."

B) Union's Final Offer of Settlement:

"3.3: The Union officers, Steward (or Alternate) shall be permitted reasonable time during regular working hours to attend negotiations, arbitrations, and to present contract grievances and meet with Township representatives as provided in Article VI - Grievance Procedure, upon having received permission from the Chief of Police or his designee. It is understood that such time shall be devoted to attending negotiations, arbitration or the proper presentation of grievances and the privileges of this section shall not be abused.

3.4: All necessary time lost by the Union Steward (or Alternate) during his regular straight time shift because of contract negotiations, arbitrations, and grievance presentation in accordance with Section 3.3 of this Article, shall be paid for by the Township at the employee's regular straight time hourly rate. It is understood that this only applies to time lost during the Union Steward's (or Alternate's) normal scheduled work time and does not apply to activity during his non-work hours or after the scheduled work time.

Union Time Off to be effective date of award."

C) Discussion:

The current labor agreement provides paid time for the union stewards to meet with township representatives to discuss grievances during working hours. The union seeks to enlarge its representatives time off in processing grievances to include arbitration hearings. They also seek to have paid time off for negotiations and Act 312 arbitration hearings. The number of union representatives now entitled to the existing paid time off is 2. Under the union's proposal the number of individuals who would be entitled to engage in paid representation activities would be 4 or more.

The employer's offer amends the existing contract provisions to add the union president to the present provision which now includes only the union steward or alternate. Further, the employer has proposed that the scope of paid union activities should be expanded to include grievance arbitration hearings.

The panel is concerned that the term "officer" is vague and it could be expanded at any time with the creation of additional union officers beyond those which exist currently. Further, this is a small unit with one work location. It would appear that the steward, the alternate and the union president would provide adequate union representation in grievance processing. The employer has cleared up any doubt that may have existed about the union's representatives' right to appear at grievance arbitration hearings on paid time. There appears to be no problem here of past union abuse and no issue was raised concerning overtime hours in the payment of the stewards for their past representation time.

The other bargaining units for West Bloomfield Township employees have provisions more consistent with that of the proposal now offered by the employer. These comparable units all have about two representatives entitled to paid time to process grievances. The comparable units in other communities do not have such a high ratio of paid representatives to unit members as is now proposed by the union. Finally it is not customary for a comparable employer to pay for the time spent by the union negotiators in bargaining or in Act 312 meetings and hearings. Under the union proposal five or more union representatives could spend many paid days in bargaining activities while the employer would be required to cover their jobs with overtime assignments. Thus, this could be a very costly new provision.

The panel concludes that the employer's last offer of settlement best comports with the factors set forth in Section 9 of Act 312. The Township's offer is a fair concession to the union's demands in that it clarifies the entitlement of union representatives to attend grievance arbitrations and it adds the union's local president to the paid time provisions of Article III. For all of these reasons the Township's last best offer is adopted.

D) Award: Employer's final offer of settlement is adopted.

Chairman Brown

Union Delegate Stein

Employer Delegate DuBay

Union Issue No. 2 - Wages

A) 14.2: The annual rates of compensation for those employed prior to January 1, 1986 will be as follows:

Effective January 1, 1989 - December 31, 1989

3 years	$30,603
4 years	33,613

Effective January 1, 1990 - December 31, 1990

4 years	$35,293

Effective January 1, 1991 - December 31, 1991

4 years	$37,058

14.3: The annual rates of compensation for those employees employed after January 1, 1986 will be as follows:

Effective Janaury 1, 1989 - December 31, 1989

Start	$21,011
1 year	*23,197
2 years	26,172
3 years	29,147
4 years	31,341
5 years	33,613

Effective January 1, 1990 - December 31, 1990

Start	$22,061
1 year	24,358
2 years	27,481
3 years	30,604
4 years	32,909
5 years	35,293

Effective January 1, 1991 - December 31, 1991

Start	$23,164
1 year	25,575
2 years	28,855
3 years	32,135
4 years	34,554
5 years	37,058

*Employees who are certified police officers at the time of hire will start at the one (1) year rate and progress thereafter based upon service with the Department.

[Represents 5% across-the-board on January 1, 1989
Represents 5% across-the-board on January 1, 1990
Represents 5% across-the-board on January 1, 1991]

Wages to be retroactive to January 1, 1989 on all hours compensated for all employees on the Employer's payroll as of date of award."

B) Employer's Final Offer of Settlement:

14.1 The annual rates of compensation for those employees employed prior to January 1, 1986 will be as follows:

Effective January 1, 1989 - December 31, 1989

Start	$21,032
1 Year	*24,125
2 Years	27,219
3 Years	30,312
4 Years	33,292

Effective January 1, 1990 - December 31, 1990

Start	$21,453
1 Year	*24,608
2 Years	27,763
3 Years	30,918
4 Years	33,958

Effective January 1, 1991 - December 31, 1991

Start	$22,311
1 Year	*25,592
2 Years	28,874
3 Years	32,155
4 Years	35,316

14.2 The annual rates of compensation for those employees employed after January 1, 1986 will be as follows:

Effective January 1, 1989 - December 31, 1989

Start	$20,810
1 Year	*22,977
2 Years	25,923
3 Years	28,869
4 Years	31,043
5 Years	33, 292

Effective January 1, 1990 - December 31, 1990

Start	$21,226
1 Year	*23,437
2 Years	26,441
3 Years	29,446
4 Years	31,664
5 Years	33,958

Effective January 1, 1991 - December 31, 1991

Start	$22,075
1 Year	*24,374
2 Years	27,499
3 Years	30,624
4 Years	32,931
5 Years	35,316

*Employees who are certified police officers at the time of hire will start at the one (1) year rate and progress thereafter based upon service with the Department.

14.3 A retroactive payment, consisting of the difference between the rates set forth above and the rates actually paid, for the period between January 1, 1989 and the start of the first payroll period commencing after the date of the Arbitration Award will be paid within thirty (30) days after the date of the Arbitration Award.

14.4: Starting rates are applicable to new patrol officers in the bargaining unit during their probationary period after their employment by the Township. There will be additional increases in accordance with the schedule above. Upon completion of three (3) years of service, all patrol officers hired prior to January 1, 1984, shall be entitled to the top rate. Upon completion of four (4) years of service, all patrol officers hired after January 1, 1984 and prior to January 1, 1986, shall be entitled to the top rate. Upon completion of five (5) years of service, all patrol officers hired after January 1, 1986, shall be entitled to the top rate.

Effective Date: As set forth above.

C) Discussion:

The union's final settlement offer requests annual increases of 5.0%, 5.0% and 5.0% retroactively to January 1, 1989. The employer's final offer on wages calls for adjustments of 4.0%, 2.0% and 4.0% over the three years of the contract. The dollar difference in the first year of the contract is $321 per patrol officer ($33,613 minus $33,292). In the second year the difference is $1,335 and in the third year the difference is $1,742 or a total of $3,398 for the life of the collective bargaining agreement.

The employer explained that some of the other bargaining units of township employees negotiated a 4.0% - 4.0% - 4.0% agreement during the same three years covered by this contract. The township also indicated that the health insurance for retirees benefit will cost nearly 6% of payroll in each year and that cost must be taken into account in the salary adjustment. For this reason the city has offered a wage adjustment of only 2.0% for this unit in 1990 instead of the 4.0% received by all other units in the township in that year.

The union contends that the West Bloomfield Township general officer employees received retiree Blue Cross insurance without an offset in their wage increase. The panel also noted that the clerk-dispatcher unit employees do not receive any health insurance for retirees and for this they had not received a larger proportionate wage increase. Thus, there was not a clearly established link between

fully paid retiree health insurance and the level of salary increase for all township employees. Additionally, the employer has offered to pay retiree health insurance in its final offer of settlement. The union argued that no salary concession may be automatically tied to a particular fringe benefit issue in the Act 312 final offers. Each issue must stand on its own and then the panel will consider the overall level of compensation and employee costs.

The patrol officers salary levels in comparable communities shows the township proposed salary for 1989 ($33,292) would place it 6th amongst the comparables and it would drop to 7th place in 1990 ($33,958). There is not sufficient data in 1991 for realistic ranking but current inflationary pressures should more rapidly increase salaries in the year 1991. The salary increases in 1989 and 1990 have ranged from a low of 3.0% for Novi to a high of 9.0% for White Lake Township. In part this may be a reflection of the $33,851 annual salary rate for Novi in 1989 compared to the $29,714 paid by White Lake Township. The average percentage wage increase paid by the employer's comparable communities was greater than 4.0%.

Some patrol officers in other comparable communities make pension contributions and the result is to reduce their net annual compensation. The employer demonstrated that Hazel Park, Royal Oak, etc. policemen paid 6.0% or 5.5% into their pension fund out of their salary. This did enhance the employer's relative position when compared to these communities. However, White Lake Township employees paid 0% just as did the West Bloomfield Township patrol officers while

Ferndale and Bloomfield Township police officers were required to only pay in 1%. The employer's relative position to these comparable communities was changed very little by the comparison of net annual income.

The panel finds that the community most similar to West Bloomfield Township is Bloomfield Township. Though this community is a little larger and has a greater tax base,it is the most comparable as to its residential makeup, crime statistics and general demographics. This neighboring township is in the same labor market and it is the community to which both the administration and its employees compare themselves. Bloomfield Township has paid 5.0% in each year of the contract and their annual salary is still greater than that of West Bloomfield. The employer's offer would add more than $3000 to the difference between the annual patrol officer's salary for these two like communities by the year 1991.

The consumer price index has not risen as fast as have the patrol officers wages in the last several years. However, it appears that the recent period of modest inflation is being replaced by a "heating up" of the indicators because of the threat of war and the rapid increase in the price of crude oil. Relying only on the record,the panel must note that the rate of inflation was shown to be increasing in the most recent months and the trend appears to be for further increases.

The review of the overall compensation of the West Bloomfield Township patrol officers with that of other comparable communities shows that they compare favorably but their compensation levels in

other areas is not so much greater that it would justify an offset of their annual salary. Further, when one considers the overall compensation of the Bloomfield Township police officers we see that the West Bloomfield Township officers receive less overall.

The panel was well aware of the wage pattern advocated by the Township. However, it is not clear if those salary increases will simply keep up with the cost of living in 1990 and 1991. Current economic trends would intensify pressure for salary increases greater than 4.0% in 1991. Finally, the 2.0% increase proposed for the patrol officers in 1990 is not justified in the light of the bargaining history and the lack of uniformity in other internal units. For all of these reasons the union's last best offer is deemed the one which best conforms to the factors set forth in Section 9 of Act 312.

D) Award

The union's last offer of settlement is adopted.

Chairman Brown | Union Dele.- Stein | Dissenting Er. Delegate-Dubay

UNION ISSUE NO. 3 - VACATIONS

A) The Union's Final Offer of Settlement

15.1: Employees will be entitled to annual vacations in accordance with the following schedule:

Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e. last date of hire) to the next succeeding anniversary date.

Vacation earned in accordance with this Article will be awarded to each employee on his anniversary date. An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

Seniority	Maximum Vacation
After one (1) year, to and including after two (2) years.	Ten (10) days
After three (3) years, to and including after four (4) years.	Twelve (12) days
After five (5) years	Fifteen (15) days
After six (6) years, to and including after seven (7) years	Sixteen (16) days
After eight (8) years, to and including after nine (9) years.	Eighteen (18) days
After ten (10) years, to and including fifteen (15) years.	Twenty-Two (22) days
After sixteen (16) years, to and including after nineteen (19) years.	Twenty-Four (24) days
After twenty (20) years and over.	Twenty-five (25) days

Vacation to be effective date of award.

B) The Employer's Final Offer of Settlement

Revise Article XV - Vacations, Section 15.1 to provide as follows:

15.1: Employees will be entitled to annual vacations in accordance with the following schedule:

Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e., last date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an employee on his anniversary date. An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

Seniority	Maximum Vacation
After one (1) year, to and including after two (2) years.	Ten (10) days
After three (3) years, to and including after four (4) years.	Eleven (11) days
After five (5) years.	Fifteen (15) days
After six (6) years, to and including after seven (7) years.	Sixteen (16) days
After eight (8) years, to and including after nine (9) years.	Seventeen (17) days
After ten (10) years, to and including after thirteen (13) years	Twenty (20) days
After fourteen (14) years, to and including after fifteen (15) years.	Twenty-one (21) days
After sixteen (16) years, to and including after seventeen (17) years.	Twenty-two (22) days
After eighteen (18) Years, to and including after nineteen (19) years.	Twenty-Three (23) days
After twenty (20) years and over.	Twenty-four (24) days

Effective Date: January 1, 1991

C) Discussion:

The union has proposed that a new vacation schedule be put into effect in about December 1990 when this award becomes effective. The employer's last offer of settlement for vacations has an effective date of January 1, 1991. Thus, there is very little difference between the two proposals concerning the date of implementation. The vacation entitlements under the two final offers can be compared as follows:

"Years of Service	Present	Union	Employer
1-2 years	10 days	10	10
3-4 years	11 days	12+1	11
5 years	15 days	15	15
6-7 years	16 days	16	16
8-9 years	17 days	18+1	17
10-13 years	20 days	22+2	21+1
14-15 years	20 days	22+2	22+1
16-17 years	21 days	24+3	22+1
18-19 years	22 days	24+2	23+1
20+ years	23 days	25+2	24+1"

When current vacation benefits of the West Bloomfield office are compared to the vacation benefits now offered in comparable communities, it shows that additional vacation time is a timely and appropriate benefit improvement for the West Bloomfield Township patrol officers under a new collective bargaining agreement. The employer's offer is consistent with the vacation benefit changes that it recently made for its command officers in the police department. With the employer's proposal the POAM would have the best vacation package of all township employees. Further, the employer's proposal would add twelve vacation days for a unit member over a 25 year term of employment. On the other hand the union's proposal would add 38 days over the same period. While the union's vacation proposal is more consistent with the most comparable community of Bloomfield Township, it seems unrealistic to try to achieve parity with that neighboring community in one contract. The slightly lower level of vacation pay entitlement for West Bloomfield Township patrol officers under the employer's offer is more than compensated for by the fact that the West Bloomfield officers do not have to make a cash contribution to their pension fund as do the officers in units with greater vacation entitlements.

For all of these reasons the panel finds the employer's final offer of settlement concerning vacations best meets the factors of Section 9 of Act 312.

D) Award:

The employer's final offer of settlement on vacations is adopted.

Chairman Brown | Union Delegate Stein | Employer Delegate DuBay

UNION ISSUE NO. 4 HOLIDAYS

A) The Township's final offer of settlement: retain current contract language as follows:

"16.2: Because uniform employees of the West Bloomfield Township Police Department must maintain operation on every day of the year, the employees of this bargaining unit are required to work on their regular shift even though the shift may fall upon one of the above holidays. The employee shall therefore be entitled to twelve (12) extra days pay computed at straight time in lieu of the above holidays. Such sums shall be paid annually on November 30."

B) The union's final offer of settlement:

"16.2: Because uniformed employees of the West Bloomfield Township Police Department must maintain operation on every day of the year, the employees of this bargaining unit are required to work on their regular shift even though the shift may fall upon one of the above holidays. The employee shall therefore be entitled to twelve (12) extra days pay computed at straight time in lieu of the above holdiays. Such sums shall be paid annually on November 30. If an employee is required to work on any of the designated holidays, he/she shall be paid one and one-half (1-1/2) times the straight time hourly rate for those hours worked, up to eight (8) hours, in addition to the pay for the holiday.

Holidays to be effective date of award."

C) Discussion:

The union seeks to increase the payments received by patrol officers for working on a holiday. There are currently twelve dates designated as holidays and officers are often required to work on one or more of these days. All employees are now paid for all holidays at straight time in lieu of time off for those days. In the new language sought by the union the officers would be paid time and one-half for all hours actually worked. This means that a patrol officer who worked on the Fourth of July would be paid a lump sum of eight hours for that holdiay under Section 16.2 of the contract and such officer would also receive 12 hours pay (time and one-half) for working 8 hours on that holiday.

Other comparable communities may pay time and one-half for holiday hours working or they may grant a lump sum payment for holidays as does West Bloomfield Township currently. The union did not demonstrate that comparable communities provide both levels of compensation for time worked by police officers on a holiday. The union argued that the Teamster employees who work for Bloomfield Township do get paid at the rate of double time and one-half if they work on a holiday. However, the work performed by the Teamsters employees is seldom scheduled for seven days a week, 24 hours a day as is the police department. The union has already recognized the unique aspect of such a continuous operation in the language of Section 16.2 and that is reflected in a different method of compensating police officers for holidays. The Teamsters contract comparison is therefore inappropriate here.

The panel determines that the employer's final offer best comports with the criteria of Section 9 of Act 312.

D) Award:

The employer's final offer of settlement on holiday pay is adopted.

Chairman Brown — Union Delegate Stein — Employer Delegate DuBay

UNION ISSUE NO. 5 - LIFE INSURANCE

The union withdrew its proposal on this issue and so the current contract language regarding life insurance will remain in effect.

UNION ISSUE NO. 6 - RETIREMENT AGE

The union withdrew this issue from consideration by the Act 312 panel. Therefore, on this issue the current provisions in the collective bargaining agreement will stand.

UNION ISSUE NO. 7 - PENSION MULTIPLIER

A) The employer's final offer of settlement:

24.6: Effective [date of Award], the Township agrees to apply the following benefit formula to those employees who retire at normal retirement age after [date of award]. The combined benefits under the plans set forth in 24.1 and 24.4 above equated to the actuarial equivalent of a straight life annuity for the employee alone will not be less than 2.25% of the employee's final average compensation multiplied by the employee's years of credited service (up to a maximum of 30 years) at the time of retirement. This minimum benefit shall be payable until age 65 or the age at which full social security benefits are available whichever is earlier, i.e., social security age.

Upon attaining social security age the combined benefits under the plans set forth in 24.1 and 24.4 above equated to the actuarial equivalent of a straight life annuity for the employee alone will not be less than 2.0% of the employee's years of credited service (up to a maximum of 30 years) at the time of retirement. This minimum benefit shall be payable for the remaining lifetime of the employee.

The 2.25% minimum benefit level will be computed as follows: The benefit (1.5% single straight life annuity) payable under the basic plan set forth in 24.1, cost of living adjustments if any under the basic plan set forth in 24.1, the actuarial equivalent single straight life annuity under the defined contribution pension plan set forth in 24.4, and a supplement, if necessary, to bring the benefit level to 2.25%. At social security age, the minimum benefit level shall be revised to be 2.0% and computed on the same basis set forth above.

If an employee withdraws any part or all of his account from the defined contribution pension plan, the benefit payable under this provision shall be rediced by the actuarial equivalent of such withdreawal; the amount of reduction shall be the single straight life annuity which could have been purchased from the amount withdrawn if said amount had remained in the defined contribution pension plan until retirement. In the event the employee's benefits under 24.1 and 24.4 above equal or exceed 2.25% or 2.0% as applicable, no additonal payments or supplements will be made under this provision.

Effective date: Date of the Arbitration Award.

B) The union's final offer of settlement

24.6: Effective [date of award], the Township agrees to apply the following benefit formula to those employees who retire at normal retirement age after [date of award]. The combined benefits under the plans set forth in paragraphs 24.1 and 24.4 above equated to the actuarial equivalent of a straight life annunity for the employee alone will not be less than two and one-quarter (2.25%) percent of the employee's years of credited service (up to a maximum of thirty (30) years) at the time of retirement. This minimum benefit shall be payable until age sixty-five (65).

Upon attaining age sixty-five (65) the combined benefits under the plans set forth in paragraphs 24.1 and 24.4 above equated to the actuarial equivalent of a straight life annuity for the employee alone will not be less than two (2%) percent of the employee's final average compensation multiplied by the employee's years of credited service (up to a maximum of thirty [30] years) at the time of retirement. This minimum benefit shall be payable for the remaining lifetime of the employee.

The two and one-quarter (2.25%) percent minimum benefit level will be computed as follows: The benefit one and one-half (1.5%) percent single straight life annuity payable under the basic plan set forth in paragraph 24.1, cost of living adjustments if any under the basic plan set for in paragraph 24.1,

the actuarial equivalent single straight life annuity under the defined contribution pension plan set forth in paragraph 24.4 and a supplement, if necessary, to bring the benefit level to two and one-quarter (2.25%) percent. At age sixty-five (65), the minimum benefit level shall be revised to be two (2.0%) percent and computed on the same basis set forth above.

If an employee withdraws any part or all of his account from the defined contribution pension plan, the benefit payable under this provision shall be reduced by the actuarial equivalent of such withdrawal; the amount of reduction shall be the single straight life annuity which could have been purchased from the amount withdrawn if said amount had remained in the defined contribution pension plan until retirement. In the event the employee's benefits under paragraphs 24.1 and 24.4 above equal or exceed two and one-quarter (2.25%) percent, or two (2.0%) percent as applicable, no additional payments of supplements will be made under this provision.

All other section of this article to remain unchanged.

Pension - Multiplier to be effective date of award.

C) Discussion:

The parties have both submitted similar offers of a pension multiplier of 2.25%. In the union's proposal this rate would apply until age 65 when the level would revert to 2.0%. In all other respects the offers of both parties are alike. The Township has proposed a cut-off at age 62 for the reversion. The employer has shown that this would accomplish a cost savings while still offering a benefit comparable with that in similar, nearby communities.

D) Award

The employer's final offer of settlement best meets the factors set forth in Section 9 of Act 312 and it is adopted.

Chairman Brown

Union Delegate Stein

Employer Delegate Dubay

UNION ISSUE NO. 8 - HEALTH INSURANCE FOR RETIREES

A) The employer's final offer of settlement:

Section 24.7 - Health Insurance for Retirees

1. The Township will provide and pay for BC/BS health insurance coverage for retirees in good standing under the Township's retirement system who are regular service retirees of at least fifty-five (55) years of age and at least twney (20) years of seniority or who are receiving workers' compensaiton and/or duty disability pension benefits. The level of coverage provided shall be the same as that then provided to employees, including spouse coverage.

2. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's insurance plan shall be considered the secondary insurance.

3. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. Upon the retirees receipt of Medicare health insurance benefits, the Township may provide BC/BS complementary coverage, which, together with Medicare, provides the same level of coverage as is currently provided to employees.

4. Any funds established by the Township shall be vested in the Township, and no employee covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available either by legislative action or at the option of the Township, any funds established for the purpsoe of providing medical coverage upon retirement shall belong entirely to the Township. Furthermore, the Township reserves the right to change providers.

5. The retiree shall cease to be eligible for the program set forth above during such periods of time that the reitree or spouse, is actively employed by another employer and covered by his/her employer's health insurance program, it that program provides equivalent or better coverage at no expense to the retiree or spouse.

6. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife.

A. In the event the employee selects one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.

B. In the event that the spouse shall have comparable or better insurance available, the Township shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage the spouse will then become eligible for coverage from the employer.

Effective date: Date of the Arbitration Award.

B) The union's final offer of settlement:

1. Effective [date of award] the Township will provide and pay for BC/BS health insurance coverage for retirees in good standing under the Township's retirement system who are normal age and service retirees or who are receiving workers' compensation and/or duty disability pension benefits. The level of coverage provided shall be the same as that then provided to employees, including spouse coverage.

2. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's insurance plan shall be considered the secondary insurance.

3. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. Upon the retiree's receipt of Medicare health insurance benefits, the Township may provide BC/BS complementary coverage, which, together with Medicare, provides the same level of coverage as is currently provided to employees.

4. Any funds established by the Township shall be vested in the Township, and no employee covered by this Agreement shall be considered to have any propreitary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the Township, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the Township. Furthermore, the Township reserves the right to change providers.

5. The retiree shall cease to be eligible for the program set forth above during such periods of time that the reitree or spouse, is actively employed by another employer and covered by his/her employer's health insurance program, if that program provides equivalent or better coverage at no expense to the retiree or spouse.

6. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife.

A. In the event the employee selects one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.

B. In the event that the spouse shall have comparable or better insurance available, the Township shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage the spouse will then become eligible for coverage from the employer.

Health insurance for future retirees to be effective date of award.

C) Discussion:

The employer does not now provide health insurance upon retirement for patrol officers, although this benefit is currently enjoyed by the township firefighters and the command officers in the Township's police department. The employer asserted that the other two uniformed employee units made contributions to help with the cost of this very expensive benefit. The employer has offered this new benefit to the POAM unit but this proposal takes into account the cost of this benefit by dropping the final offer of the patrol officers' salary adjustment in the year 1990 from 4.0% to 2.0%.

The parties proposal of settlement are vitually identical except that the employer proposes a minimum age of 55 and a minimum service of 20 years. These restrictions are also a part of the command officers settlement package. The firefighters agreement has these same limitations. The panel sees no basis to adopt the union's proposed limitations of age 55 and only 10 years of service. For this reason the panel determines that the employer's proposal best conforms to the factors set forth in Section 9 of Act 312.

D) Award:

The employer's final offer of settlement is adopted.

Chairman Brown

Union Delegate Stein

Employer Delegate DuBay

UNION ISSUE NO. 9 - RESIDENCY

A) The emplyer's last offer of settlement:

Retain current contract language as follows:

30.1: All employees shall, as a condition of continued employment, be residents and reside in that area, contained iwthin a circle the radius of which is fifteen (15) miles and the center of which is the geographical center of West Bloomfield Township, which is hereby defined as the common section corner of Sections 15, 16, 21, 22 or T2N, R9E, West Bloomfield Township, Oakland County, Michigan.

B) The union's last offer of settlement:

30.1: All employees shall, as a condition of continued employment, be residents and reside in that area contained within a circle the radius of which is twenty-five (25) miles and the center of which is the geographical center of West Bloomfield Township, which is hereby defined as the common section corner of Sections 15, 16, 21, 22 of T2N, R9E, West Bloomfield Township, Oakland County, Michigan.

C) Discussion:

Both of the final offers have designated the center of the Township as the starting point for setting the maximum distance for the residency requirement. Several comparable communities measure from their corporate city limits (e.g. Novi & Hazel Park) or they set mile roads as specific cut off points. The other nearby townships in Oakland County have no residency requirement (Bloomfield, White Lake, and Waterford). Finally, another comparable city (Farmington Hills) and the command officers for West Bloomfield Township have a 25 mile limit, like that proposed by the union.

The employer could favorably compare to only its own fire-fighters unit who have a 15 mile radius limit in keeping with their status quo proposal. The Township also has noted the wide area

provided for residency with the circle set by current contract language. Further, they have asserted that response time in civil emergencies would be seriously impaired with an enlargement of the residency requirement. They also have maintained that unscheduled absences frequently required the last minute calling-in of an off duty officer and this process would be threatened by allowing too distant residences.

The panel has observed that the cost of homes in much of West Bloomfield Township and in neighboring Bloomfield Township are beyond the fiscal resources of patrol officers. Thus, many of the unit members are required to look to areas where more moderately priced homes are being built and offered for sale. The older officers in the unit are protected by a grandfather clause so the primary thrust of section 30.1 is toward the younger officers who would consider buying a new home which can be purchased for less than an established home and then improved. The undeveloped areas, new subdivisions and rural areas best suited for new homes are primarily outside the current contractual residency limits. The unit officers experience a detriment by not being able to seek or build residences where many new subdivisions of moderately priced homes are being located.

The employer's arguments concerning response time ignores the recent improvements of M-59, I-696 and I-275. While none of these major highways run directly through West Bloomfield Township, they all come within two miles of its borders and they provide rapid transit from any area within the 25 mile radius proposed by

the union. An employee can live beyond Brighton or near to Ann Arbor and be to the Township Hall in less than one hour with today's highway system. Bad weather and/or traffic jams may slow patrol officer response time but that could be true with the current fifteen mile limit. In summary, the additional ten miles circle of allowable living area will do little to impair response time but it may greatly improve an officer's opportunities for a satisfactory residence. For these reasons the panel finds that the union's final offer of settlement best comports with the criteria of Section 9 of Act 312.

D) Award:

The union's final offer of settlement is adopted.

Chairman Brown — Union Delegate Stein — Dissenting Employer Delegate DuBay

TOWNSHIP ISSUE NO. 1 - OVERTIME AND HOURS OF WORK

A) The union's final offer of settlement:

Section 29.7 Employees shall report to work ten (10) minutes before each shift for roll call, provided however that in consideration of such additional services, the Employer shall pay on behalf of all bargaining unit members, any employee contribution otherwise required for the West Bloomfield Township defined benefit plan or retiree health care benefits.

B) The employer's final offer of settlement:

Revise Article XIII - Hours of Work and Overtime, Section 13.8 to provide as follows:

13.8 Employees may receive thirty (30) minutes off for lunch during each full work shift; the first ten (10) minutes shall be without pay and the final twenty (20) minutes shall be with pay. Permission for lunch must be granted through dispatch and no more than two officers may be on lunch at any given time. Officers must have lunch in the area designated by department regulation.

Revise Article XXIX - General by adding the following new Section 29.7:

29.7: All employees may be required to report for roll call ten (10) minutes prior to the beginning of any regularly scheduled shift. This time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefore.

Effective date: January 1, 1991.

C) Discussion:

The Township seeks a requirement that all employees report to work ten minutes before their current starting time to attend roll call. They have deleted ten minutes of the current paid lunch time so that an officer's paid time is unaffected by the change in starting time. The union opposes such a change because the patrol officers would be required to be on call and available for duty during their entire lunch period and that means that this change simply adds ten minutes of work to the patrol officer's shift without providing additional compensation. They argued that such a change would add a weeks work (43 hours) each year without pay for the extra time on the job. The union's final offer stated that the employer's proposed contract changes would be acceptable only if the employer paid any pension contribution or retiree health care premiums required of the bargaining unit members.

The employer asserted that the union's final offer of settlement described above is invalid because it is contingent upon the maintenance of the status quo on the employer's issue seeking employee pension contributions. The panel agrees that no final offer on a single issue under Act 312 may be part of a package or tie-barred to another issue. The parties and the panel had agreed in advance of the submission of the final offers on the number of issues in dispute and the subject of each issue.

It was agreed, for example, that there was just one salary issue for all classifications and for all three years of the contract. Thus, the union cannot make a final offer which is contingent on how some other issue is decided. The issue of employee pension contribution must stand alone. The union's position on the ten minute earlier starting time for roll call will therefore be taken to be one of status quo.

The union's arguments have ignored that the patrol officers would now have ten minutes of unpaid lunch time and so there is no overtime work being performed. The employer's proposal is simply a change in starting time. The time spent in roll call would be paid time. The union asserts that patrol officers are required to be available for duty, should the need arise, for the entire lunch period and therefore they would actually work eight hours and ten minutes. The panel finds that the availability for work assignments during the unpaid time of the lunch period is not a sufficient basis to require that that time be paid. If the officer misses all or part of a scheduled lunch period becuase of work assignments, then a later lunch period should be provided to replace the time lost. If an employee does work through an unpaid lunch period and no make up time is provided then a claim for extra pay may be made. None of this deters from the reasonable proposal made by the Township.

Most other comparable communities require attendance at roll call ten or fifteen minutes before the start of patrol officers' shifts. The Township's proposal here is consistent with the prevailing practice in the area. For all of the reasons stated above the panel finds the employer's final offer to best conform to the standards set forth in Act 312.

D) Award:

The employer's final offier of settlement is adopted by the panel.

Chairman Brown | Union Delegate Stein | Er. Delegate DuBay

EMPLOYER ISSUE NO. 2 - HOLIDAYS

A) The employer's last offer of settlement:

Revise Article XVI - Holidays, Section 16.1 to provide as follows:

16.1 The following days are designated as holdiays for all employees covered by this Agreement:

New Years Day
Lincoln's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thranksgiving
Day Before Christmas
Christmas Day
Veterans Day
Washington's Birthday

Effective Date: January 1, 1990.

B) The union's last offer of settlement:

The union rejects any changes, additions or deletions of the present contract provision which sets forth twelve paid holidays, including Columbus Day.

C) Discussion:

The Township maintains that even with the proposed adjustment the patrol unit is in a favorable position with regard to the comparable communities. They said that they need this concession to preserve the Township's resources in the face of the union's many demands and the high costs of operating the Township.

The panel reviewed the holiday provisions of the comparable communities and the average seems consistent with the Township's current schedule. While cost saving proposals by the employer must be given fair consideration, major concessions in existing benefit programs cannot be justified just because such change would save money. The Township is not in financial distress and the paid holiday schedule is not so far out of line that a "take away" of an existing benefit is appropriate.

For all of the reasons listed above the panel has decided that the union's last offer of status quo best meets the criteria of Section 9 of Act 312.

D) Award:

The union's final offer of settlement is adopted.

Chairman Brown | Union Delegate Stein | Dissenting Er Delegate DuBay

TOWNSHIP ISSUE NO. 3 - INSURANCE PREMIUMS

A) The employer's final offer of settlement:

Revise Article XIX Insurance by adding the following new Section:

Section ___. The Township shall be responsible for paying the full insurance premiums in effect as of December 31, 1990. Any additional and/or increased premiums above those in effect as of December 31, 1990 shall be borne equally by the Township and employee, provided that the emp19oyee's contribution shall be capped at one hundred ($100.00) dollars per month. The employee's contribution shall be made by payroll deduction. The employee shall sign a payroll deduction authorization form authorizing such deductions.

Effective date: January 1, 1991.

B) The union's final offer of settlement:

The union rejects any changes, additions or deletions to the present contract. They would maintain the status quo in Article XIX.

C) Discussion:

The employer could require a payroll deduction of up to $100 per month to defray any additional premium costs of health insurance under its proposal. The panel understands that this provision would only apply in the year 1991 and the employer would remain fully responsible for the premium rate in effect in 1990. There have been great increases in the cost of health insurance in recent years. The employer showed rate increases of nearly 100% in just three years. The employer's proposal would share future increases in the insurance premiums. They point to some co-pay provisions in both the White Lake Township and Bloomfield Township labor agreements. There were no figures offered about potential rate increases nor had the employer explored a less expensive benefit backage or a deductible provision to reduce costs.

The union argued that no other comparable community required its patrol officers to contribute a portion of their health insurance premium. They also asserted that no internal group of Township

employees has ever been required to make such a contribution. It would appear that alternative carriers or programs would offer a more feasible method of cost reduction. Secondly, there may be substantial savings of medical insurance costs available if patrol officers covered through their spouses insurance would drop their dual coverage through the Township.

The panel is not convinced that the employer's proposal satisfies the factors set forth in Section 9 of Act 312. For this reason the status quo proposal offered by the union is the more acceptable position.

D) Award:

The final settlement offered by the union is adopted.

Chairman Brown — Union Delegate Stein — Dissenting Er Delegate DuBay

TOWNSHIP ISSUE NO. 4 - EMPLOYEE PENSION CONTRIBUTION:

A) The employer's final offer of settlement:

Add the following new provision to Article XXIV - Retirement as Section 24.7:

24.7: All employees shall contribute four (4%) percent of his/her aggregate total earnings for each fiscal year to the pension plan set forth in Article XXIV - Retirement Section 24.1. Employee contributions shall be made by payroll deductions.

Effective Date: Date of the Arbitration Award.

B) The union's final offer of settlement:

The union rejected any change, addition or deletion to Section 24 concerning employee pension contribution. They sought to maintain the status quo.

C) Discussion:

The employer proposes that 4.0% of wages be deducted each pay period as a contribution to the pension plan. They argued that all other comparable communities except White Lake and Novi required some pension contribution. They said that such a payment by the patrol officers would defray the cost of the West Bloomfield Township pension plan, which is clearly superior to the plans offered in other communities. They noted that the employer's plan has a pension escalator tied to the C.P.I. and it includes greater benefits. They said that the Township's proposal is well justified as needed expense sharing with the patrol officers.

The union said that the Bloomfield Township and Farmington Hills officers were required to contribute only 1% and the Novi and White Lake officers made no contribution and thus the employer's claim that the comparables supported its position is not true. They also noted that if the employer's final offer were accepted by the panel the wage increase of the third year of the contract would be effectively wiped out. The panel was not convinced of the need for this proposed contribution. Further, even if this proposal were to be granted, the level of 4.0% is simply too great for a first step. For all of the reasons set forth above the panel finds that the employer's final offer does not comport with the parameters of Section 9 of ACt 312 and for that reason they believe the status quo to be the most appropriate decision.

D) Award:

The union's final offer of settlement is adopted by the panel.

Chairman Brown | Union Delegate Stein | Dissenting Employer Delegate DuBay

VII. Conclusion:

Thepanel was very conscious of the "pattern" of settlements with other units of employees of West Bloomfield Township. However, there really was no pattern for the year 1991 as other units have not resolved what will happen in that year. Further, some employee units did not "contribute" for health insurance. Also during the pendency of the Act 312 arbitration proceedings new inflationary pressures created factors which would normally have been taken into account in collective bargaining. In the normal course of negotiations the employer would not have been able to show a position of financial distress to achieve the concessions it sought and the low side wage increase it offered. The union would not have been able to get all the benefits it sought and a 5% across-the-board wage increase too. The panel's awards hopefully represent a result in which the POAM does not "outdo" the other unions who represent Township employees but which does not require the patrol officers to accept less than the overall level of compensation and working conditions of people doing similar work in comparable communities. All of the panels awards have been reached after a careful analysis of the record in light of the applicable Section 9 factors and each conclusion was based upon competent, material and substantial evidence.

AWARD

Union's Issues	Final Offer Adopted
1) Representation	Employer
2) Wages	Union
3) Vacations	Employer
4) Holidays	Employer
5) Life Insurance	Status quo
6) Retirement age	Status quo
7) Pension multiplier	Employer
8) Health Insurance-Retirees	Employer
9) Residency	Union

Employer Issues	Final Offer Adopted
1) Hours of Work/Overtime	Employer
2) Holidays	Union
3) Insurance premiums	Union
4) Employee pension contribution	Union

All of the terms of the new agreement are retroactive to January 1, 1989 except where final offers or settlements provide for other effective dates.

Panel of Arbitrators:

Barry C. Brown, Chairman

Terry Stein, Union Delegate

Dennis B. DuBay, Employer Delgate