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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

FACT-FINDING DISPUTE)	FACT FINDING REPORT
between)	and RECOMMENDATIONS
JUDGES OF THE PROBATE COURT)	MERC CASE #G91 K-0695
OF BERRIEN COUNTY)	
and)	August 26, 1993
BERRIEN COUNTY DIRECTORS)	Alvin N. Zachrich
ASSISTANT DIRECTORS &)	Fact-Finder
REGISTERS)	
AFSCME LOCAL 2757)	
MICHIGAN COUNCIL/25)	

APPEARANCES

For the Union

Ed Morgan, Staff Representative AFSCME/25
Freddie E. Moore, President Local 2757
Dick Paulsen, Steward
D.O. Spence
Perry Davis

For the Employer

Thomas Byerly, County Attorney
Shelly Smith, Labor Relations Rep.
John "Mike" Henry, County Coordinator
Michael J. Moran III, Court Director
Beverly J. Ruis, Accounting Major

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STATE OF MICHIGAN
DEPT. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

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Berrien County (Probate Court)

BACKGROUND

The parties in this dispute, the Judges of the probate Court of Berrien County Michigan (hereinafter "Employer/County"), and AFSCME Local 2757 (hereinafter "Union") have been negotiating for a successor Agreement to the expired Agreement (dated 12/1/90 - December 31, 1991) since December 18, 1991. Mediation failed to resolve all the impasse items. On 12/17/92 the Employer petitioned MERC for fact-finding.

On June 1, 1993 the undersigned was notified by MERC that he had been appointed by the

Commission to be the fact-finder in the dispute captioned above.

On August 4, 1993 a fact-finding hearing was held at the Berrien County Courthouse, St. Joseph, Michigan. At the hearing each party had the full opportunity to make its case via exhibits, witnesses, argument and rebuttal. The fact-finder made an electronic tape recording of the hearing. The tape was utilized by the fact-finder. It has been erased.

Prior to and at the start of the hearing some items at issue were dropped or resolved. There remained (3) three items at impasse before the fact-finder: 1. Duration (Article 28, s.1). 2. Vacation (Article 15, s.2). 3. Wages (Article 10, s.1).

FINDINGS OF FACT

1. Set out below is a comparison of the (3) three Impasse Items of the Employer and the Union:

<u>Item</u>	<u>Employer</u>	<u>Union</u>
1. Vacation (Article 15, s.2)	Retain current practice; four (4) weeks from date of hire (members before 12/1/90).	Increase accrual to five (5) weeks after 20 years.
2. Duration (Article 28, s.1)	Three years, effective the first of the month in which the contract is ratified.	Three years, from 1/1/92 to 12/31/94.
3. Wages (Article 10, s.1)	New salary Table; enter at the step that affords an increase; 2.0% for people at or above the new maximum salary on the new schedule; effective first of the month in which the contract is ratified.	Agree to new salary Table; however, plus that table up by 2.0% for 1992 and an additional 3.0% for 1993.

2. The Employer established the Comparable Counties based on 3 criteria: (1) Population (Counties within 25% of Berrien County), (2) Two Probate Judges, (3) Juvenile detention facility

within the County. There are four Comparable Counties. They are set out below (Ex. 8):

1. Calhoun
2. Jackson
3. Monroe
4. Muskegon

3. Property Tax Revenue has declined by \$514,000 from 1990 to 1994 (Estimated (Ex. 1).

4. DDA/TIFA Revenue has declined by \$32,000 from 1990 to 1993 (Ex.3).

5. Investment Interest Earnings have declined by \$380,000 from 1992 to 1993 (ex.2).

6. Employee Health/Life Insurance increased costs are estimated to be \$466,000 or 15% for 1994 (Ex.4).

7. Expenditures have generally exceeded Revenue from 1984 through 1991 (Ex.5).

8. 1992 Starting hourly salary in five classifications in Comparable Counties and the 1991 corresponding starting hourly salary and ranking () in Berrien County is set out below (Ex. 8).

<u>County</u>	<u>Juvenile</u> <u>Register</u>	<u>Rank</u>	<u>Probate</u> <u>Register</u>	<u>Rank</u>	<u>Director</u> <u>Residential</u> <u>Services</u>	<u>Rank</u>	<u>Manager</u> <u>Court</u> <u>Services</u>	<u>Rank</u>	<u>Director</u> <u>Juvenile</u> <u>Center</u>	<u>Rank</u>
Berrien	10.85	(1)	13.22	(3)	13.22	(3)	14.24	(3)	14.96	(4)
Muskegon	9.32		14.26		11.28		14.97		14.97	
Calhoun	8.79		10.91		11.99		11.99		14.21	
Monroe	10.22		10.22		15.72		n/a		17.31	
Jackson	8.41		*21.65		*17.63		*17.64		*19.23	

*No range reported - Flat salary.

9. 1992 Highest hourly salary in five classifications in Comparable Counties and the 1991 corresponding highest hourly salary and ranking () in Berrien County is set out below (Ex. 8):

<u>County</u>	<u>Juvenile</u> <u>Register</u>	<u>Rank</u>	<u>Probate</u> <u>Register</u>	<u>Rank</u>	<u>Director</u> <u>Residential</u> <u>Services</u>	<u>Rank</u>	<u>Manager</u> <u>Court</u> <u>Services</u>	<u>Rank</u>	<u>Director</u> <u>Juvenile</u> <u>Center</u>	<u>Rank</u>
Berrien	16.05	(1)	19.55	(2)	19.55	(1)	21.06	(1)	22.12	(1)
Muskegon	11.82		18.10		14.28		18.98		18.98	

<u>County</u>	<u>Juvenile</u> <u>Register</u> <u>Rank</u>	<u>Probate</u> <u>Register</u> <u>Rank</u>	<u>Director</u> <u>Residential</u> <u>Services</u> <u>Rank</u>	<u>Manager</u> <u>Court</u> <u>Services</u> <u>Rank</u>	<u>Director</u> <u>Juvenile</u> <u>Center</u> <u>Rank</u>
Calhoun	11.52	14.35	17.23	15.77	18.73
Monroe	12.31	12.31	18.28	n/a	21.30
Jackson	10.59	*21.65	*17.63	*17.64	*19.23

*No range reported - Flat salary.

10. A copy of the new Plante Moran Salary Schedule is set out in the Appendix at page 7 (Ex. 9).

11. A Computation of salary increases due to the move from the old schedule to Plante Moran Schedule is set out in the Appendix at page 8 (Ex. 10).

ITEM #2 VACATIONS (Article 15, s.2)

EMPLOYER ARGUMENT (Vacation)

The position of the Employer is that senior members in the unit already have four weeks vacation available plus many members have large numbers of unused vacation hours. Because of these conditions the current practice of 4 weeks vacation from date of hire is reasonable and should remain as is.

UNION ARGUMENT (Vacation)

The Employer is incorrect in stating senior members have received the four weeks from date of hire. The senior members did not receive the four weeks vacation until the Contract of 1987. It is also the contention of the Union that the determination of how much vacation time an employee should be entitled to should not be based on the fact that they have accumulated large banks. The Union's position is that vacations should be predicated upon the years of service. The Union seeks a fifth week for 20 plus years of service. Five years of service for those who have worked for the County for twenty years.

DISCUSSION & RECOMMENDATION (Vacation)

From a review of Article 15, Sections 1. and 2. the fact-finder understands the arguments of the parties. However, there is nothing in the record here except brief arguments. No evidence exhibits or comparisons. No showing of need. With no direction in the record the fact-finder recommends no change at Article 15. Section 2 in the new Agreement.

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ITEMS #1 & 3 WAGES - DURATION

EMPLOYER ARGUMENT (Wages - Duration)

After the Plante Moran study was completed a salary schedule was developed to implement that study. The transition to the new salary schedule is outlined in Employer Exhibit - 10. All employees would move on to the schedule and receive a wage increase from 1.7% to 7.2%. Additionally those employees still on step will receive their step increase on their anniversary date. Everyone would get at least a 2% wage increase for the first year. The Employer contends this is a very reasonable wage offer given the financial difficulties of the County. The Employer proposal is for 3 years with wage reopeners in the second and third year of the new Agreement.

According to the Employer, if the Union proposal is accepted the parties would in four months be right back negotiating without the opportunity to work with a new Agreement.

UNION ARGUMENT (Wages - Duration)

The Union takes the position that it does not agree with the Plante Moran study as it has never been given the opportunity to know and compare the details. The study is unfair and inequitable to all members of the Unit. The Union rejects the wage proposal of the County and asks the fact-finder to consider the proposal of the Union in the determination of wages.

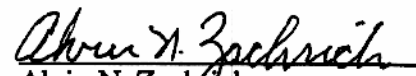
The Union contends since it is the position of the Employer that there is no retro the Union does not want a reopener but rather a three year contract starting 1/1/92 to 12/31/94.

DISCUSSION & RECOMMENDATION (Wages - Duration)

Both parties use the new Plante Moran Salary Table. The difference is the Union seeks 2% over the Table amounts in 1992 and 3% again in 1993. The fact-finder will not recommend the Union retroactivity position for three reasons: (1) the Union has known the Employers' position on retroactivity since before the past contract expired as this was the testimony of Ms. Rusi at the fact-finding hearing. She also testified that this was the County position with all of its labor units. The fact-finder considers this strong evidence against retroactivity and makes the position of the Union unreasonable. (2) While the Employer does not argue an "ability to pay" it does take the position that wage increase costs are at issue with the declining revenues of the County. The facts in this dispute clearly support the County position here as property tax revenue has declined. DDA/TIFA revenues are declining as are revenues from interest earnings. Furthermore, because of the declining revenues the 2% and 3% retroactive proposal of the Union goes well beyond the financial resources of the County. (3) The current wages of Unit employees compare very well with the Comparable Counties. This is especially true at the high end of the wage scale, as Berrien County ranks first in four of the five classifications and second in the fifth classification at the top salary level.

For these reasons the fact-finder concludes the County wage proposal is the most reasonable of the two in evidence and therefore recommends it be established in a new three (3) year Agreement with wage reopeners for the 2nd and 3rd year of the Agreement.

This Report dated this 26th day August 1993, Good Hart, Michigan.


Alvin N. Zachrich
Fact-Finder

15-9

BERRIEN COUNTY
SALARY TABLE--NON-UNION EMPLOYEES

Appendix

GRADE	1	2	3	4	5	6	7
2	12853	13496	14170	14879	15623	16404	17224
3	14137	14844	15586	16365	17184	18043	18945
4	15551	16328	17145	18002	18902	19847	20840
5	17106	17961	18859	19802	20792	21832	22924
6	18817	19758	20746	21783	22872	24016	25217
7	20699	21734	22821	23962	25160	26418	27739
8	22769	23907	25103	26358	27676	29060	30513
9	25047	26299	27614	28995	30445	31967	33565
10	27551	28929	30375	31894	33488	35163	36921
11	30306	31821	33412	35083	36837	38679	40613
12	33336	35003	36753	38591	40520	42546	44673
13	36670	38504	40429	42450	44573	46801	49141
14	40337	42354	44472	46695	49030	51481	54055
15	44371	46590	48919	51365	53933	56630	59461

MANAGEMENT WAGE PROPOSAL
AVERAGE PERCENT INCREASE

E-10

COMPUTATION OF SALARY INCREASE DUE TO MOVE TO PLANTE MORAN SCEDULE

PLANTE MORAN

Name	Title	Current Salary @ 5/1/93	Grade	Step	Salary Increase		Percent Increase
					Salary	Increase	
A. Crumble	Non-Attorney Referee	32878.00	9	7 *	33565.00	687.00	2.09%
R. Roth	Non-Attorney Referee	37198.98	10	7 *	37942.96	743.98	2.00%
R. Umbenhaur	Youth Services Manager	38129.00	10	7 *	38891.58	762.58	2.00%
D. Spence	Probate Register	40060.00	9	7 *	40861.20	801.20	2.00%
V. Tilly	Juvenile Register	24505.00	8	3	25103.00	598.00	2.44%
P. Davis	Manager Court Services	39083.00	11	7	40613.00	1530.00	5.00%
W. Liddell	Juvenile Center Director	41061.02	14	2	42354.00	1292.98	3.15%
T. Martinek	Residential Services Manager	28437.00	10	2	28929.00	492.00	1.73%
D. Hall	Recreation Svcs Supervisor	29821.00	9	5	30445.00	624.00	2.09%
M. Larkin	Det. Services Supervisor	33700.00	9	7 *	34374.00	674.00	2.00%
K. Schipper	Det. Services Supervisor	23352.00	9	1	25047.00	1695.00	7.26%
M. Rodoy	Residential Svcs Supervisor	24535.00	9	1	25047.00	512.00	5.07%
		392760.00			403172.74	10412.74	2.65%

* Positions filled by persons above Plant Moran top salary
 ** Letter of agreement with Probate Register
 NOTE: Jump to Plante Moran would be on the first day of month contract is ratified. Red-circled person's would receive a 2% raise on the first day of the month contract is ratified, instead of anniversary date.