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STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding
between the 41st B DISTRICT COURT

-and-

UAW LOCAL 42, UNIT 37

MERC FACT FINDING
CASE NO. D86 A-142

Richard H. Senter, Esq.
Fact Finder

Participating for the Employer were:

Joseph E. Farr
Andrea Jacklyn

Participating for the Union were:

Kenneth D. Suda
Laura J. Campbell, Esq.
Theresa E. Tuscany

This hearing was conducted on December 5, 1986, within the Detroit offices of the Employment Relations Commission, and on December 16, 1986, in a conference of the Circuit Court at Mt. Clemens, Michigan.

A number of exhibits were presented and are identified on attached Appendix A.

BACKGROUND:

The eight employees of the 41st B District Court won recognition as a bargaining unit, entitled Unit 37, Local 412, UAW. Negotiations with the Employer's representative began December 12, 1985, for the purpose of establishing the initial labor contract between the parties. These negotiations did not produce a contract, and on August 26, 1986, the Union

Mt. Clemens, City of (41st B District Court)

petitioned the Michigan Employment Relations Commission for fact finding.

The Commission reviewed the application and concluded that the matters in dispute between the parties might be more readily settled if the facts involved in the dispute were determined and publically known. On September 25, 1986, the Commission appointed the fact finder to conduct the hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended.

The parties continued to negotiate while arrangements for the hearing were being made. Both parties, by a joint letter dated October 17, 1986, requested the scheduled fact finding hearing be adjourned until December 5, 1986. This joint request of the parties was granted, and the hearing began on December 5, 1986, and concluded on December 16, 1986.

IDENTIFICATION OF "EMPLOYER:"

The petition for fact finding filed by the Union on August 26, 1986, identified the Employer as the City of Mt. Clemens, and its chief negotiator was identified as Joseph Farr, Director of Personnel and Labor Relations.

During the entire period of contract negotiations, the Union, represented by Mr. Kenneth D. Suda, an International Representative of the UAW, dealt with Mr. Farr in his capacity as Director of Personnel and Labor Relations for the City of Mt. Clemens.

Nowhere in the pleadings filed in this case through the date of the petition for fact finding, August 26, 1986, is

there any recognition of a distinction between the employees of the 41st B District Court, a unit of the judicial branch of government, and all other employees of the City of Mt. Clemens, a unit of government totally without juducial authority.

This situation may be understood in light of the realities. From the inception of the 41st B District Court, the City of Mt. Clemens has been the funding source and fiscal agency for the Court.

Wages, hours, and other conditions of employment were set forth by the City of Mt. Clemens in an "Employees' Handbook." A copy was entered as an exhibit and the master contract therein is dated July 1, 1982. This is Exhibit Union 6.

At the opening of the hearing, the Union objected to the City of Mt. Clemens bargaining regarding judicial employees, even though the Union petition identified the City of Mt. Clemens as the Employer. Counsel for the Union cited the State law providing for the total separation of the judiciary from other units of government. The Union agreed to file an amended petition to correct this matter. An amended petition was received. Court supervisory personnel at the hearing agreed to request the Court to furnish a letter appointing the City of Mt. Clemens to represent the Court in these negotiations. The letter was received.

All parties agreed to continue with the hearing.

The Union petition listed 41 unresolved issues. They constitute the subject of this fact finding hearing. The

Union introduced a proposed contract, which has been identified as Exhibit Union 1. This proposed contract consists of 42 articles and an Appendix A, and has been the subject of negotiations up to the date of hearing, and certain articles have been agreed to by the parties.

Article 1, entitled AGREEMENT, has been agreed to, except for the date of adoption of the entire contract.

Article 2, entitled PURPOSE AND INTENT, has not been agreed upon. The Union believes this matter must be separately defined by a separate article. The Employer advocates this area is covered in Article 3, entitled RECOGNITION, which has been agreed upon.

The Union introduced the labor contract between the 43rd District Court (Madison Heights Division) and the UAW (Exhibit U-2), asserting that it contained the Union's proposed language. A reading of the article entitled PURPOSE AND INTENT, of this exhibit, reveals that the text is not identical with the Union proposal.

The Employer introduced the labor contract between the City of Mt. Clemens and the UAW, covering the employees of the Mt. Clemens Connecter Department, signed November 12, 1986 (Exhibit E-4). Examination of this contract reveals no article entitled PURPOSE AND INTENT.

The fact finder believes and recommends that the best interests of all parties will be served by adopting the first paragraph, only, of the Union proposal.

Article 3, entitled RECOGNITION, is agreed upon by the parties.

Article 4, entitled UNION SECURITY, is agreed upon by the parties.

Article 5, entitled UNION ACTIVITIES, is agreed upon by the parties.

Article 6, entitled DISCRIMINATION, is unresolved. The Union believes this provision is necessary to provide for relief in this area within the contract. The Employer believes that the State and Federal laws address these matters and would supersede the contract. It is to be noted that this provision is not contained in the comparable contracts as Exhibits Union 3, and Employer 4. It is the fact finder's recommendation that this article not be included in the contract.

Article 7, entitled DURATION AND AGREEMENT, was agreed upon on December 16, 1986, between the parties and will cover the period of July 1, 1985, through June 30, 1988.

Article 8, entitled ARTICLE HEADINGS, was opposed by the Employer on the basis of no prior knowledge of it by the Employer, and on the basis that this title was not included in the issues for the petition for fact finding, as filed by the Union. On this latter basis, the fact finder cannot receive testimony. On the basis that the petition states that the listed issues are the only unresolved issues, it is recommended that the contract not contain this article.

Article 9, entitled SAVINGS CLAUSE, is agreed upon by the parties.

ARTICLE 10, entitled REOPENING CLAUSE, is agreed upon by the parties.

Article 11, entitled UNION DUES AND INITIATION FEES, is agreed upon by the parties.

Article 12, entitled SENIORITY, is agreed upon by the parties.

Article 13, entitled UNION REPRESENTATION, is not agreed upon in its proposed entirety. The parties do agree to paragraphs A and B of the Union proposal. The parties do agree to delete paragraphs C, D and E of the Union's proposal. Paragraph F provides for retaining the unit chairperson and the steward, regardless of seniority, in times of layoff. This was termed "super seniority" during the hearing. The Union advocates the retention of these people on the basis that their training and experience as Union representatives require a long time and the employees would be harmed by the loss of this representation. The Employer states that the work of the Unit would suffer if people of lesser experience and seniority were retained over more experienced people. Neither side entered as an exhibit any current labor contract with this provision. The Employer stated this clause was not in any other labor contract negotiated by it.

The Union alleged that Local 6000, covering some 22,000 State employees, including some judicial employees, has negotiated a contract with "super seniority." This contract was not furnished to the fact finder and cannot be considered part of this record.

The Union pointed out that this provision would have no harmful effect on performance, because, generally, low

seniority employees are not elected to these Union positions. The fact finder recommends on this basis that Paragraph F be eliminated as redundant.

Regarding paragraph G, the Union amended its proposal to provide that whenever more than one person is scheduled to work overtime, the steward shall be the second person scheduled, regardless of seniority. The Union's position is that employees need the presence of a Union representative during working hours. The Union presented no information as to how representation is provided during the absence of Union personnel due to vacations, sick leave, etc. The fact finder recommends that paragraph G be eliminated for the reasons set out regarding paragraph F. This appears to be an area for which experience should be gathered during the life of this initial contract, and the matter negotiated in succeeding contracts.

Paragraph H, as proposed by the Union, provides for paid time off the job to attend Union conferences and meetings. The Union advocated that this is a reasonable demand and necessary for the training of Union representatives. It was alleged that a former contract between Mt. Clemens City employees and the AFSCME Local 25 provided for a maximum of three days for this activity.

No comparable contracts providing for this benefit were introduced into evidence. The fact finder recommends that because and in light of no restrictions on the amount of time for this purpose, that this paragraph be eliminated.

Article 14, entitled GRIEVANCE PROCEDURE, was not agreed to in any area by the parties during the negotiations.

The Union proposal is advocated as having been substantially copied from the AFSCME's current contract with clerical employees of the City of Mt. Clemens. The principal alteration by the UAW is to provide for a step four in the process and require the Employer to give notice to the Regional Director of the International Union of the results of step three of the process.

Step 4 in the Union's proposal provides for a further consideration of the matter, but it does not provide for activities within the framework of the UAW's arbitration system. Rather, the Union's step five is entitled ARBITRATION, and provides for utilization of the American Arbitration Association. The proposal by the Employer (Exhibit Employer 2) does not provide for arbitration. The original text did contain such a proposal, but the Employer representative at the hearing deleted "step four" on page 6 of the proposal.

The Employer's proposal further provides that discharge is not subject to these procedures, "but shall be subject to the Commission (Civil Service Commission, City of Mt. Clemens) appeal process provided for in the City Charter." Inasmuch as this is a contract between Court employees and the Employer, the fact finder finds that using elements of the City Charter is inappropriate.

The exhibits submitted as comparables up to this time in the hearing do not provide a uniform procedure.

Exhibit Union 3, the current contract between the 43rd District Court and the UAW for supervisory employees, only, provides for arbitration by the Federal Mediation Service, and no consideration of the matter is required by the Regional Director of the UAW.

Exhibit Employer 4, the contract between the City of Mt. Clemens and its clerical employees represented by the UAW, does not include the step of involving the Regional Director of the UAW, but provides for American Arbitration Association arbitration.

The fact finder recommends the Union proposal be adopted, with certain deletions. No notice of the results of step 3 should be required to be sent by the Employer to the Regional Director of the UAW and paragraph E (step 4) should be deleted.

Article 15 is entitled, DISCHARGE AND DISCIPLINE APPEALS PROCEDURE. It pertains to those situations where the procedures are invoked by the Employer. The contracts submitted as comparables do not in each instance cover this area. The Union's proposal does not clearly distinguish between grievances initiated by an employee and discipline initiated by the Employer. Rather, the Union proposal B can be read to provide for a whole new reconsideration of the matter at the point where the employee is given notice of any discipline or discharge.

The fact finder recommends the contract provide for a process wherein the Employer initiates the discipline action

and wherein levels of discipline are identified.

Following the format of the Union proposal, it is recommended that paragraph A provide for written notice to the employee of any discharge or discipline. It should be within the discretion of the employee as to whether or not the Union is to be advised by himself/herself.

It is recommended that paragraph B of the Union proposal be adopted.

Paragraph C should provide that if the employee considers the discharge or discipline to be improper, then the Union, on behalf of the employee, should submit a written grievance to the Employer, or his/her designated representative, within five (5) working days of the discharge or discipline. The process should begin at step 2 of the grievance procedure.

Paragraph D of the Union's proposal should be incorporated.

Paragraph E of the Union's proposal should be incorporated.

Paragraph F should consist of the first paragraph of the Employer's proposal, as set forth on page 11 of Exhibit E-2.

Paragraph G should consist of paragraph 2 and the four sub-items on page 11 of Exhibit E-2. Paragraph G should continue and contain the paragraph and six items beginning on page 12 of Exhibit E-2, ending with number 6, "using illegal drugs on City premises."

Each instance where there is a reference to City policies and procedures shall be deleted on the basis that the

City is not the Employer.

Likewise, references to the "City," or "City premises" shall be changed to Employer, or Employer's premises.

The final paragraph of this section of the Employer's proposal is not to be included, inasmuch as it relates to procedures under the City Charter.

Article 16 is entitled SPECIAL CONFERENCES. During the hearing, both parties agreed to the text of paragraph 1, set forth on page 13 of the Employer's proposals (Exhibit E-2).

Article 17 is entitled LAYOFF AND RECALL. The Union asserts that its proposal is taken substantially from the current contract between the clerical employees of the City of Mt. Clemens and the Union (AFSCME Council 25). The Employer did not present a separate proposal. Its exhibit (E-2) discusses this matter as a concept at page 2.

Section 1 of the Union's proposal appears identical to Section 1 of the "Employees' Handbook" at page 11 (Exhibit U-6), prepared by the City and placed into effect July 1, 1982. It is recommended that it be adopted.

Section 2 of the Union proposal, which appears to be substantially identical with Section 2 of the Employees' Handbook, is recommended for adoption.

Section 3 of the Union proposal, which appears to be substantially identical with paragraph 3 of the Employees' Handbook, is recommended to be adopted.

Under Section 4, entitled RECALL, the introductory paragraph and paragraphs A and B of the Union proposal appear

to be substantially identical with current AFSCME contract, as well as the Employees' Handbook (U-6) at page 12, and is recommended for adoption.

Paragraph C of Section 4, as proposed by the Union, sets forth the period through which the laid off employee has the right to recall. The Union proposes a minimum of one year to a maximum equalling the employee's seniority. The Employer proposes a maximum of two years from the effective date of layoff.

The current contract between the City of Mt. Clemens and its clerical employees (U-5) provides for the two-year maximum.

The current contract between the City and the UAW for its Mt. Clemens Connecter employees has no limit on the duration of the right of recall.

Because the contract being negotiated is an initial contract and because the employees to be covered are closer in classification to the clerical employees of the City (U-5), it is recommended that the right of recall terminate after a maximum of two years from the date of layoff.

Section 5 is proposed by the Union to provide guidance in matters of restoring employees who have taken to motions in connection with layoff. It is recommended that this clarification be incorporated in the contract.

In addition, Section 6 should be included in the contract to specifically provide that the Employer make inter-divisional transfers as it might be deemed necessary as

the result of a layoff of an employee, in accordance with seniority and the provision of this contract. This is not in addition to the normal management rights, but should be spelled out to avoid future grievances.

Article 17 does not specifically cover the position of the Probation Officer, of which there is a single employee currently, although this position is included in Article 3, entitled RECOGNITION.

The Employer, through its representative at these hearings, stated that the position of Probation Officer would be given the same consideration as all other positions in the bargaining unit.

Regarding the rate of pay of employees temporarily reassigned to jobs with higher classifications, the Union proposal is silent. The Union asks for payment after the first day. The current contract for City clerical employees with AFSCME (U-5) provides for payment at the higher classification after the first week of a temporary assignment. The City Handbook (U-6) is identical with AFSCME. It is recommended that the language of U-5 at Article XVIII, paragraph D, be incorporated in the contract.

Article 18, entitled WORKING HOURS, is agreed upon between the parties.

Article 19, entitled OVERTIME, is agreed upon between the parties.

Article 20 is entitled CONTINUING EDUCATION AND DEVELOPMENT. The Union proposal is agreed to by the parties,

subject to editing out all references to the City, and replacing it with the word Employer.

Article 21, LEAVES OF ABSENCE WITHOUT PAY, is agreed upon between the parties.

Article 22, entitled SICK LEAVE, is agreed upon between the parties.

Article 23, BEREAVEMENT LEAVE, is agreed upon between the parties.

Article 24, PERSONAL HOLIDAY, is agreed upon between the parties.

Article 25, JURY DUTY, is agreed upon between the parties.

Article 26, entitled VACATIONS, is agreed upon between the parties.

Article 27, entitled HOLIDAYS, is agreed upon between the parties.

Article 28 is entitled TRANSFERS. This matter was addressed in the final paragraph, Article 17. The Union's proposals incorporated in paragraphs A and B are recommended by the fact finder.

It is recommended that paragraph C provide for compensation at the higher classification after one week's experience in the position with the higher classification, such compensation to continue for the duration of the transfer.

Article 29 is entitled JOB PROMOTIONS AND NEW POSTINGS.

Section 1 of the Union's proposal is substantially idential with the current contract between the City of

Mt. Clemens and AFSCME (U-5) and is recommended for adoption. The Union's proposed Section 2 provides for promotion based on "seniority and ability to do the work," without providing how "ability" is to be determined. The Employees' Handbook (U-6) at page 13 and the current AFSCME contract (U-5) in this matter are identical, except for punctuation. It is recommended that the text of the Handbook, Section 2 at page 13, be adopted.

The Union's proposal for Section 3 and Employees' Handbook (U-6) and the AFSCME contract (U-5) are identical and recommended for adoption. The Union's proposals for Sections 4, 5, 6 and 7 are recommended for adoption, as they are substantially identical to the two comparables of Exhibits Union 5 and Union 6.

Article 30, entitled LONGEVITY, is agreed upon between the parties.

Article 31, entitled JOB-INCURRED INJURY, is agreed upon between the parties.

Article 32 is entitled WAGES AND CLASSIFICATIONS. The Union seeks an annual five percent increase retroactive to July 1, 1985, with subsequent raises on July 1, 1986, and July 1, 1987, equalling the raises granted to the Employer's clerical employees covered by the AFSCME contract (E-4).

The Employer offers a four percent salary increase on each of these three dates, advising that this four percent is identical with the AFSCME contract for the last two years of

the contract. The Employer's representative did advise that this contract with AFSCME provided for a five percent raise, retroactive to July 1, 1985, the first year of their current contract.

Thus, the difference between the two parties is one percent for the first year of the contract, i.e., retroactive to July 1, 1985.

The Union alleges that the Employer has granted increases to the police departments of five percent each of the three-year current contract, and raises of five percent in the first year of the firefighters' contract and DPW's contract, to be followed by four percent in each of the second two years.

The Employer advised that while the quoted percentages are correct, there were benefit reductions in other areas of these contracts to reflect an actual lesser percentage gain.

The fact finder recommends that salaries be raised by five percent on July 1, 1985, July 1, 1986, and July 1, 1987. This will be in line with increases given by this Employer to comparable employees covered by the AFSCME (U-5) contract. Further, it will continue these employees in a substantially comparable position when compared to similar District Court staffs, as set forth in Exhibit E-11.

The Union seeks to establish a system of step increases so that a newly-hired clerk I would advance to the top of this classification in one year and continue to equal the top step of clerk II in two additional years. No cost figures were

presented. The Employer advises that the current salary schedule for these employees provides for a five-step increase over a two and a half year period, and that this step arrangement is continued in the current contract with AFSCME (U-5). The Employer advised that there is no other system which provides for progress from clerk I to clerk II automatically through step increases.

In considering this issue, it is to be noted that Exhibit U-3, the contract between the 43rd District Court and the UAW, is not comparable, inasmuch as that contract covers only supervisory employees.

In light of the lack of comparables, or other testimony in addition to the Union, and in light of the system of step increases established by the Employer and continued with its clerical employees through the AFSCME (U-5), it is recommended that the present system of five-step increments be continued, with the steps to equal those in Exhibit U-5.

The Union seeks to establish a new classification identified as Clerk Leader. No testimony independent of the Union representative was presented to justify this new classification. No testimony was offered regarding the existence of this classification in other areas. The Employer Exhibit 11 regarding District Court classifications does not reflect this classification.

The Employer testified that there is no justification for this classification and pointed out that there are only eight employees in the bargaining unit.

It is recommended that the contract not provide for this new classification.

The Union seeks to establish a new classification entitled Clerk-Accountant, to begin at the 18-month level of Clerk II and progress automatically as other Clerk II's. For all of the reasons above regarding the proposed classification of Clerk Leader, it is recommended that the contract not provide for this new classification.

Article 33 is entitled PENSIONS. During these hearings, the parties agreed to provide the same pension terms and benefits as now incorporated in the labor agreement between the City of Mt. Clemens and AFSCME, covering City clerical employees for the period of July 1, 1985, through June 30, 1988.

Article 34, entitled REVIEW OF PERSONNEL FILE, is agreed upon between the parties.

Article 35 is entitled INSURANCE. The Union seeks the same life insurance coverage as provided by the Employer, to their clerical employees represented by AFSCME (U-5). The Employer offers to continue the current existing insurance benefits, which are lower. With respect to life insurance, the coverage for current employees is $15,000; whereas, the City clerical employees are now covered by a $20,000 policy. The Employer points out that the coverage is currently limited to $3,000 in its contract with the UAW covering the employees of the Mt. Clemens Connecter (Employer 4). No other comparables were discussed in addition to Exhibit U-5.

It is recommended that coverage provided by the Employer in the U-5 contract be included in the contract for this bargaining unit.

Regarding medical and hospital insurance, the Union seeks coverage idential to that provided by the Employer to its clerical employees (U-5). This coverage appears to be identical with the coverage currently provided by the Employer. It is recommended that coverage be provided to this bargaining unit, utilizing the language of Exhibit U-5.

Regarding dental insurance, the Union's request seeks to be identical with the coverage provided in U-5. The Employer presented no testimony regarding this article. It is recommended that coverage be provided with the language in Exhibit U-5.

Article 36, entitled MISCELLANEOUS ALLOWANCES, is agreed upon between the parties.

Article 37 is entitled ENTIRE AGREEMENT. This article was withdrawn from consideration by the fact finder because it was not listed as an issue on the initial petition.

Article 38 is entitled INDEMNIFICATION. The Employer opposes the Union's request on the basis that the Employer does not have it in any other of its multiple agreements. Examinations of Exhibits U-3, E-4, U-5 and U-8, which are recognized as comparable agreements, does not reveal the existence of this article. The contract between the Probation Officers of the 36th District Court and the Employer is not deemed a comparable in that this contract

covers only one classification, which classification is applicable to only one member of the bargaining unit we are dealing with. The Union presented no other testimony to advance its request.

It is recommended that this article not be included in the contract.

Article 39 is entitled BARGAINING UNIT STATUS. The Union seeks to have the Unit chairperson furnished with information concerning salaries, classifications, and seniority dates of each memeber of the Union upon the date of hiring, and annually thereafter. No support testimony was offered by the Union.

The employer advised that this information is provided for in Article 12, entitled SENIORITY, at paragraph (E). Further, the Employer stated that this article does not exist in any comparable contract.

The fact finder recommends that this article not be included, as it adds nothing to the rights of either party.

Article 40 is entitled MANAGEMENT RIGHTS. The text of this article was previously agreed upon between the parties, who jointly expressly agreed that it needed to be retyped to delete the use of the term "City" and replace it with the term "Employer," to accurately reflect the identity of the Employer. This has been done and the fact finder was furnished with a copy and it has been incorporated in this record as Exhibit E-13.

Article 41 is entitled MISCELLANEOUS ITEMS.

Item 1 therein sets forth the Union demand for two full-time additional employees and one additional part-time employee. The Employer advises that staffing is a management prerogative and, further, two full-time additional employees were authorized on December 15, 1986.

The fact finder recommends that this request not be incorporated in the contract.

Item 2 sets forth a Union demand for wrongful acts liability insurance for employees equal to the coverage provided by the City for its executives and employees. No independent testimony was provided in this matter. The Employer stated that insurance in this area is now covered and will be continued by the Employer. It is recommended that this coverage by the Employer be continued through the use of specific language in this contract.

Regarding Item 3, the Union seeks to enlarge the area of allowed residency for employees to equal the area of the Employer's jurisdiction, which is the City of Mt. Clemens, Harrison and Clinton Townships.

The Employer opposes this item on the basis that all City employees are required to live in the City, or move into the City within a certain period following being hired. This requirement could not be located by the fact finder in the current contract between the City and its clerical employees (U-5), or the contract covering Employer's Mt. Clemens Connecter employees (Exhibit E-4).

To deny equal employment opportunities to all residents, subject to the jurisdiction of the Court, is unjust. This

policy is equal to the City requiring all of its current employees to reside in a particular area of the City.

The fact finder recommends modifying the residency requirement to the area identical with the jurisdiction of the Court.

In Item 4, the Union proposes to prohibit the Employer from utilizing bargaining unit personnel as Court Recorders in the absence of the Recorder who is not a member of the bargaining unit. The Union asserts that such a practice is in violation of Michigan Court Rules. The Employer asserts on page 15 of its Exhibit 2 that there are no legal prohibitions against a court clerk performing the recording work.

From the discussion of the parties, there appears to be a "gray" area between recording the proceedings, which is done by Court clerks in the absence of the Court Recorder, and the preparing of any transcript, which is always done by the Court Reporter.

The fact finder recognizes that this issue is a matter of interpreting Court rules and beyond the scope of the labor contract. It is recommended that the contract not contain this proposal and that the solution be pursued in another, more appropriate forum.

Item 5 is a demand that the Employer investigate the feasibility of installing security devices in Employer's Court space. The Employer agrees to investigate the matter. No recommendation by the fact finder appears necessary.

Item 6 relates to a request to rearrange office furniture to reduce the hazard of tripping over exposed electrical boxes. The Employer agreed to move the furniture upon being supplied with a diagram, or other written request. No recommendation by the fact finder appears necessary.

Article 42 is entitled TERMINATION OF AGREEMENT. During the hearing, both parties agreed to the text of the Union proposal.

Appendix A is entitled AUTHORIZATION FOR CHECK-OFF OF DUES. This article is agreed upon between the parties.

Both parties agreed that they had had a full opportunity to present all testimony desired on every issue.

The hearing was closed.

APPENDIX A

EXHIBITS

Union 1:	The proposed contract.
Employer 2:	A 16-page statement and proposals by Employer regarding unresolved issues.
Union 3:	The contract between the 43rd District Court (Madison Heights Division) and the UAW covering supervisory employees.
Employer 4:	The contract between the City of Mt. Clemens and the UAW (Mt. Clemens Connecter Employees).
Union 5:	Contract between the City of Mt. Clemens and AFSCME Council 25, Local 1884 (clerical employees), tentatively agreed to October 3, 1986, and covering the period of July 1, 1985, through June 30, 1988.
Union 6:	Employee Handbook covering relations between 41st B District Court Employees and the City of Mt. Clemens, dated July 1, 1982.
Union 7:	Constitution of the International Union of the UAW, adopted June 1986.
Union 8:	Tentative contract between the Macomb County, as Employer, and members of the bargaining unit (UAW Local 412), dated October 7, 1986.
Union 9:	Labor agreement between the Local 412, Unit 36 of UAW (36th District Court Probation Officers and State Judicial Council), effective 1986 through September 30, 1989.
Employer 10:	A single sheet, hand-written, identified as Management Proposal, December 1986, regarding wages and classifications.
Employer 11:	Four sheets of schedules from the 1986 Court employees' compensation survey by the State Court Administrator's Office, setting forth comparable salary schedules from District Court Clerks.
Union 12:	Photocopies of two pages of job descriptions of the District Court system.
Employer 13:	Two-page, re-drafted text of management rights, being proposed Article 40 of the contract.
Union 14:	A single sheet photocopy from unidentified source, entitled Public Officials' Errors and Omissions Liability Endorsement.