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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding)	
)	
between)	Michigan Employment Relations
)	Commission
43rd District Court, Madison Hts.)	
and)	Case No. D 85 D 1407 and 1406
UAW)	

REPORT OF THE FACT FINDER
CARL F. INGRAHAM

REPRESENTING THE PARTIES

For the 43rd District Court:

John Katsoulas, Esquire, Attorney
Aubrey Greene, Assistant City Manager, Madison Heights
Patricia Birach, Treasurer, City of Madison Heights

For the UAW and the Bargaining Units:

Herb Zalopney, UAW Region 1B
Donna LaValley, Supervisory Unit
Mel Mathias, Nonsupervisory Unit

OBSERVER

Thomas Enright

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INTRODUCTORY MATTERS

On February 25, 1986, the UAW filed a Petition for Fact Finding on behalf of Bargaining Units of Employees of the 43rd District Court.

On March 25, 1986, the Michigan Employment Relations Commission notified the parties and appointed the undersigned, Carl F. Ingraham, Esquire, as its Fact Finder to conduct a hearing pursuant to Section 25 of Act 176, Public Acts of 1939, as amended, and the Commission's Regulations, and to issue a report on the items unresolved between the parties.

43rd District Court, - (City of Madison Heights) -

THE FACT FINDING HEARINGS

Hearings were held on April 3, 1986 and April 14, 1986, the first in my office at 1441 East Maple in Troy and the second at the Madison Heights City Hall.

Although only 1 of the Petitions had been assigned to this Fact Finder, by stipulation of the parties and approval from Mr. Amar of MERC, both were considered.

In the Petition for Fact Finding, only 2 items were presented for resolution; an addition to the contract covering unpaid leaves of absence, and salaries.

From the beginning of the hearing it was obvious that one difficulty in reaching any resolution here was in the makeup of the Employers Bargaining Committee. While Mr. Katsoulas is an impartial person representing the Court, the other two members of the negotiating committee are representatives of the City of Madison Heights and while on the face, it appears that the employees were negotiating with the Court they were for all practical purposes, negotiating with the City of Madison Heights.

According to the Statute, the 43rd District Court is one Court which sits in three different cities, Ferndale, Hazel Park and Madison Heights. While there is a chief judge for the Court, it appears that each Court functions independently of the others which results in a differential in salary scales within the same Court, the 43rd, but in three different cities. A further difficulty is that while the Statute provides that each city where the Court sits is responsible to maintain and finance the Court, and the Statute further provides that the employees are the employees of the Court and not of a city maintaining and financing the Court, in this instance, it appears to this Fact Finder that the City of Madison Heights treats the Court as a department of the city and maintains line item control over the budget in spite of the fact

that the Supreme Court has said that the District Control Unit does not have line item control of the budget but is merely to appropriate sufficient funds for the operation of the Court.

Had the judges not abrogated their responsibility to the city, the negotiations would really be between the employees and its employer rather than between the employees of the Court and an outside agency which is the case here.

POSITIONS OF THE PARTIES

The requested add on to the contract which is as follows: "However such employee while unpaid leave shall not accrue any benefits including but not limited to vacation, holidays, personal leave, longevity pay, hospitalization insurance, optical insurance;, retirement or any other fringe benefits which are paid in whole or in part by the employer"; is apparently objected to by the union by reason of the fact that they included this in the Petition as an unresolved issue but no discussion was held as to these items during the two hearings. The Fact Finder, however, made independent inquiry of comparable Court in the county and found that none of them have items such as this in either of their union contracts of personnel policies. The Court, however, has a policy which applies to the 52nd District Court, which is not at all inclusive, and the Hazel Park location of the 43rd District Court states simply "accumulation of seniority shall cease on the effective date of the uncompensated leave and commence upon return to work".

As to the salary schedules, the City of Madison Heights has proposed a 5% increase for 1985 - 1986, a 4% increase for 1986 - 1987 and a 4% increase for 1987 - 1988.

The union is asking for:

	<u>7-01-85</u>	<u>7-01-86</u>	<u>7-01-87</u>	<u>Total</u>
Court Administrator	9%	7.7%	7.4%	48.85%
Court Clerk	11.7%	11.0%	9.4%	53.35%
Chief Deputy Clerk	9.0%	6.7%	6.5%	42.95%
Court Clerk	15.8%	13.3%	12.2%	57.05%

The negotiation team for the city presented comparables based upon similar cities and the union presented comparables of similar Courts while the Fact Finder contacted several one judge Courts other than the 43rd in the county to get comparable salary ranges. Comparison of the salaries indicates that in the 43rd District Court the salary ranges are different.

RECOMMENDATION

It is the recommendation of the Fact Finder that an attempt be made to equalize these salaries. It is the further recommendation of the Fact Finder that Judges of the 43rd District Court take an active part in negotiating with their employees within the appropriation made by the various cities and in this instance by appropriation from Madison Heights, and then if necessary let the Judge negotiate with the City of Madison Heights to cover these salary ranges.

I believe that the salary of the employees in the Madison Heights Court should be given a lump sum increase sufficient to bring them up to an average between Hazel Park and Ferndale at this point and that the cities offer of increase be given in addition to that lump sum payment.

I further recommend that the add on portion for an unpaid leave of absence be accepted by the union with the elimination of all but the reference to seniority and vacation, and that a provision be included for the employee to pay premiums for the various insurance coverages during the period of the unpaid leave. Further, I would recommend

that the Judge of the Madison Heights division work with the State Court Administrators Office to make the 43rd District court a uniform and automimous body separate from the various cities except as to there location.

CARL F. INGRAHAM

INDEX TO EXHIBITS

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UNION EXHIBITS

- 1 Brief following hearing
- 2 Tabulation of court administrator's salaries
- 3 Union's recommendation for salaries
- 4 Correspondence; regarding the budget control
- 5 History of negotiations
- 6 The Court budget
- 7 1983 - 1985 contract for nonsupervisory employees
- 8 1983 - 1985 union contract for supervisory employees
- 9 Comparison sheet for the City of Madison Heights employees
- 10 Exhibit showing work load of the Court and its employees
- 11 List of court administrator s salaries for various district courts
- 12 Ten Fourty portion of 1984 for court officer
- 13 Comparison of city salaries for other cities of the 43rd District

EXHIBITS

- 1 City of Madison Heights Financial Report
- 2 City of Madison Heights Budget
- 3 Exhibit and Brief of City of Madison Heights
- 4 City of Madison Heights offer for supervisory unit
- 5 City of Madison Heights offer for nonsupervisory unit
- 6 Court's response to the union's Brief

EXHIBITS OBTAINED BY FACT FINDER

- 1 Salary schedule for the Hazel Park location of the 43rd District Court
- 2 Hazel Park 43rd District Leave Policy

- 3 Salary information 45th District Court
- 4 Salary structure for Ferndale Division 43rd District Court
- 5 County Leave of Absence Policy