

**MEMORANDUM OF AGREEMENT**

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2010, between the County of Oakland and Oakland County Prosecutor’s Investigators Association. The parties agree to extend the provisions of the 2009 - 2012 collective bargaining agreement through September 30, 2012, with the following exception;

The bi-weekly salary schedule shall decrease by 1.5% effective with the pay period beginning September 25, 2010. Should there be no wage reduction for the general, non - represented employee group or should their salary rates be reduced by a percentage less than 1.5%, members of this bargaining unit shall have their wages affected in a similar manner.

	<b>Base</b>	<b>1 year</b>	<b>2 year</b>	<b>3 year</b>	<b>4 year</b>	<b>5 year</b>
Prosecutor Investigator	1751.18	1856.73	1962.50	2068.10	2173.68	2279.21

The collective bargaining agreement shall only be modified as indicated above.

PROSECUTOR’S INVESTIGATORS  
ASSOCIATION

\_\_\_\_\_  
  
\_\_\_\_\_

COUNTY OF OAKLAND

\_\_\_\_\_  
Bill Bullard, Jr., Chairperson  
Board of Commissioners

\_\_\_\_\_  
Jessica Cooper, Prosecuting Attorney

\_\_\_\_\_  
L. Brooks Patterson, County Executive

THE COUNTY OF OAKLAND AND THE  
OAKLAND COUNTY PROSECUTOR

AND

OAKLAND COUNTY PROSECUTOR'S  
INVESTIGATORS ASSOCIATION

PROSECUTOR'S INVESTIGATORS

Collective Bargaining Agreement

2009-2012

## **AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2009, by and between the Oakland County Prosecutor and the Oakland County Board of Commissioners, hereinafter referred to collectively as the “Employer”, and the Oakland County Prosecutor's Investigators Association, hereinafter referred to as the “Union”. It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards, between the employer and employees, which will best serve the citizens of Oakland County.

### **I. RECOGNITION**

The Employer recognizes the Union as the exclusive representative of the employees of the Oakland County Prosecutor’s Office, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All employees of the Oakland County  
Prosecutor’s Office as defined in  
M. E. R. C. Case #76, H410 (Prosecutor’s Investigators)

### **II. MANAGEMENT RESPONSIBILITY**

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union members shall not be

discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

### **III. DISCIPLINE**

Employees shall have the right to appeal terminations by final and binding arbitration. The arbitration panel shall consist of the Prosecutor or designee, the Director of Human Resources or designee, and the Oakland County Undersheriff or designee. The decision to terminate shall only be overturned by a majority vote of the panel.

### **IV. LAYOFF AND RECALL**

If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off by order of seniority and ability to perform the remaining work and shall be recalled in the same order that they were laid off. Prosecutor's Investigators shall be eligible for recall on a time for time basis for up to 24 months following the date of their layoff. New Prosecutor's Investigators shall not be hired while there are investigators eligible for recall on layoff.

### **V. REPRESENTATION**

The Bargaining Unit shall select by a majority vote, one of their members to represent them in matters of disciplinary action. This name shall be certified in writing to the Prosecuting Attorney. Permission for the representative of the Bargaining Unit to leave their work station for the purpose of handling disciplinary matters will not be unreasonably withheld.

## **VI. BULLETIN BOARD**

The Employer shall assign a locked bulletin board which shall be used by the Union for posting notices, bearing the written approval of the President of the union local, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

## **VII. FALSE ARREST INSURANCE**

Employees covered by this agreement shall be provided, by the Employer, a policy of False Arrest Liability Insurance. The premiums for such insurance will be paid by the County.

## **VIII. GENERAL CONDITIONS**

### **Section 1**

The provisions of this agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

### **Section 2**

The reemployment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

## **IX. MERIT SYSTEM RESOLUTION**

The provisions of Miscellaneous Resolution #4606 as adopted by the then Oakland County Board of Supervisors on September 19, 1966, and approved by the electorate on November 8, 1966, shall continue to apply as set forth therein.

This is to be interpreted to mean that represented employees shall be covered by all Merit System Rules in effect on the date of the signing of this agreement except for those rules dealing specifically with the manner of selection, appointment, removal from office or limitations of political activity. In accordance with past practice, all resolutions of the Oakland County Board of Commissioners as amended or changed, from time to time, relating to the working conditions and compensation of the employees covered by this agreement are incorporated by reference with the limitations set forth above and made a part hereof to the same extent as if they were specifically set forth.

## **X. MAINTENANCE OF CONDITIONS**

Conditions of employment in effect at the execution of this agreement, except as changed in accordance with the terms of the agreement, shall be maintained.

## **XI. NO STRIKE-NO LOCKOUT**

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part, in any strike, sit-down, stay-in or slow-down or any violation of any State law. In the event of a work stoppage or other curtailment, the employees involved shall be subject to immediate discharge as a violation of the collective bargaining agreement.

The Employer will not lockout any employees of the bargaining unit during the term of this agreement.

## **XII. SPECIAL CONFERENCES**

Special conferences for important matters may be arranged at a mutually convenient time between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer (one from Human Resources, and one from the Prosecutor's Office) and no more than two employee representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda on the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such conference.

## **XIII. FUTURE NEGOTIATIONS AS TO AGENCY SHOP**

In the event that any other represented unit negotiates a contract with the County of Oakland containing any form of Agency Shops, this unit may then request negotiations to discuss a modified Agency Shop.

## **XIV. FINAL AVERAGE COMPENSATION**

It is hereby agreed by the parties that, effective January 1, 1978, employees hired after this date will not be eligible to include sick leave, annual leave, or any overtime payments as part of their "Final Average Compensation" for the purpose of computing retirement benefits.

## **XV. DUES CHECK-OFF**

(a) The Employer agrees to deduct the union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that

such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer, and an itemized statement to the Chapter Chairman, within fourteen (14) days after the deductions have been made.

(b) An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit.

(c) Any employee may voluntarily cancel or revoke the Authorization of Check-off deductions upon written notice to the Employer and the Union submitted during the fifteen (15) day period prior to the expiration of the agreement.

(d) The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reasons of action taken by the Employer for the purpose of complying with this section.

## **XVI. DURATION**

This agreement shall remain in full force and effect until midnight, September 30, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.



In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Oakland.

**XVII. ECONOMIC MATTERS**

The agreement between the parties on economic matters are set forth in Appendix A and Appendix B attached hereto and are incorporated into this collective bargaining agreement, subject to the terms and conditions thereof.

OAKLAND COUNTY PROSECUTOR'S  
INVESTIGATORS ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

COUNTY OF OAKLAND  
A Michigan Constitutional Corporation

By: \_\_\_\_\_  
Bill Bullard Jr., Chairperson  
Board of Commissioners

OAKLAND COUNTY PROSECUTOR

\_\_\_\_\_  
Jessica Cooper  
Prosecuting Attorney

OAKLAND COUNTY EXECUTIVE

\_\_\_\_\_  
L. Brooks Patterson  
County Executive

PROSECUTOR' INVESTIGATORS

APPENDIX A

I

A. For the following fringe benefits, refer to the Oakland County Employee's Handbook:

1. Injury on the Job
2. Holidays
3. Leave of Absence
4. Life Insurance
5. Longevity
6. Master Medical Coverage
7. Sick Leave
8. Retirement
9. Annual Leave
10. Disability Coverage
11. Dental Coverage
12. Tuition Reimbursement

B. The fringe benefits modified in previous collective bargaining agreements shall continue in effect unless subsequently modified.

Effective January 1, 2010, the County will no longer provide the \$300 match to the deferred compensation plan which was implemented by the County in June of 2001.

**BENEFITS - 2011**

The parties agree to reopen negotiations for benefits prior to September 30, 2010.

**BENEFITS – 2012**

The parties agree to reopen negotiations for benefits prior to September 30, 2011.

Effective July 1, 1991, Prosecutor's Investigators will be eligible to receive a Clothing Allowance of \$375 annually to be paid in installments of \$187.50 June 15 and \$187.50 December 15.

PROSECUTOR'S INVESTIGATORS

APPENDIX B

**I BI-WEEKLY SALARY SCHEDULE FOR FY 2010**

Employees represented by this bargaining unit shall receive the same general 2.5% salary decrease as approved by the Oakland County Board of Commissioners for the non-represented employees.

Effective with the execution of this agreement, the following bi-weekly salary schedule for the Prosecutor's Investigators will be as follows:

Base	1 Year	2 Year	3 Year	4 Year	5 Year
1777.85	1885.01	1992.39	2099.59	2206.78	2313.92

**II WAGES - FY 2011**

The parties agree to reopen negotiations for wages for FY 2011, prior to September 30, 2010.

**III WAGES - FY 2012**

The parties agree to reopen negotiations for wages for FY 2012, prior to September 30, 2011.