

12/31/89

THE OAKLAND COUNTY PROBATE COURT

AND

THE COUNTY OF OAKLAND

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 25

Oakland County

CASEWORKER EMPLOYEES

Collective Bargaining Agreement

1986 - 1989

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University,**

AGREEMENT

Agreement entered into on this _____ day of _____ by and between Oakland County Probate Court, the County of Oakland and the Oakland County Board of Commissioners (hereinafter referred to as the "Employer") and Council 25 and its affiliated Local Union, No. 2437, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter jointly referred to as the "Union" and individually referred to as the Local Union Number).

I. RECOGNITION

The Employer recognizes the Union as the exclusive representative of the Caseworker employees of and employed in the Oakland County Probate Court, Children's Village and Camp Oakland, for the purposes 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 and Act 379 of Public Acts of 1965.

All employees of and employed in the Oakland County Probate Court, Children's Village and Camp Oakland excluding confidential employees, professional employees, executives and supervisors.

II. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing, and the Union's success in rendering proper services to the public.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations at all levels and among all employees.

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment, and to these ends agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs.

The masculine pronouns and relative words herein used shall be read as if written in plural and feminine, if required by the circumstances and individuals involved, and is not intended to be discriminatory in any fashion.

III. MANAGEMENT RIGHTS

The right to hire, promote, discharge or discipline for just cause, 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 operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

IV. ADOPTION BY REFERENCE OF RELEVANT RESOLUTIONS AND PERSONNEL POLICIES

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, and all other benefits and policies provided for in the Oakland County Merit System, which incorporates the Oakland County Employees' Handbook, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

V. AID TO OTHER UNIONS

Section 1.

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union.

Section 2.

The Union agrees not to make agreements with any other union for the purpose of coercing the Employer.

VI. 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, 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 he is no longer a member of the bargaining unit. However, an employee shall continue to be subject to Check-off deductions which he has authorized when he may be transferred from this bargaining unit to another bargaining unit represented by Local 2437, Council 25, American Federation of State, County and Municipal Employees.

(c) Any employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon written notice to the Employer and the Union. Such Voluntary withdrawal from payroll deduction of Union Dues may only occur during

the period December 16 through December 31 of any calendar year.

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

VII. 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, sitdown, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees both verbally and in writing, with copies to the employer, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

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

VIII. BASIS OF REPRESENTATION

Section 1.

There shall be one steward and an alternate steward who must come from the unit they represent.

Stewards will be released from their work, after obtaining approval of their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Approval for stewards to leave their work stations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege of stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

Section 2.

There shall also be one Chief Steward and one alternate Chief Steward.

Section 3.

There shall be a Grievance Committee consisting of three (3) members of the represented group, certified in writing to the Employer. Either the Local President or Chief Steward, or both, upon sufficient notice to the Employer, may substitute for a member or members of the Grievance Committee.

The Employer shall meet whenever necessary, at a mutually convenient time, with the union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

Section 4. - Bargaining Committee

The Employer agrees to recognize one bargaining committee representing both the Caseworker and Non-Caseworker bargaining units, such committee shall be composed of not more than five (5) members selected by the Union and certified in writing to the Employer. The Local President may participate as an additional member of the bargaining committee.

NOTE: This combined Caseworker and Non-Caseworker Bargaining Committee is also referred to in Article VIII of the Non-Caseworker current Collective Bargaining Agreement.

IX. GRIEVANCE PROCEDURE

Section 1.

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Union agree that an employee should first bring his problem or grievance to the attention of his immediate supervisor, with or without his steward, and an attempt will be made to resolve the grievance informally. In the event the steward is called, he shall be released from his duties as soon as possible, and in any event, no later than the beginning of his shift the next day. The supervisor, the employee and the steward shall meet simultaneously in an attempt to resolve the matter. Dismissals, suspensions, demotions and disciplinary actions of any type shall be subjects for the grievance procedure and shall not be matters for the Personnel Appeal Board.

Step 1

If the grievance is not settled informally between the employee and his immediate supervisor, the employee shall have the right to discuss the grievance with his steward. If, in the steward's opinion, proper cause for the complaint exists, the Union shall have the right to submit a written grievance on the complaint to the immediate supervisor within 10 days. The written grievance must be signed by the employee and his steward and receipt acknowledged by the employee's immediate supervisor.

Step 2

The department will give its written reply within 10 days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3

A grievance not settled at Step 2 may be submitted to the Grievance Committee within five days of the date of the receipt of the written reply. Any grievance not submitted to the Grievance Committee by written notification to the Employer within five days shall be considered dropped. A meeting on the grievance shall be held by the Grievance Committee within ten (10) days unless the time is extended by mutual agreement of both parties.

Step 4

Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days after the Grievance Committee meeting. Expenses for arbitration shall be borne equally by both parties.

An arbitrator will be utilized from a rotating list agreed to by the parties.

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this agreement, or set a wage rate.

Section 2.

The time limits specified hereinafter for movement of grievance through the process shall be strictly adhered to. In the event that a grievance is not appealed within the particular specified time limit, it shall be deemed to be settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering.

Section 3.

All specified time limits herein shall consist only of County work days Monday through Friday.

Section 4.

Each grievance shall have to be initiated within ten (10) days of each occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within (10) days after the Union or the aggrieved becomes aware of the cause for complaint.

X. BULLETIN BOARD

The Employer shall assign appropriate space on bulletin boards 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 vulgar, obscene, political or libelous in nature.

XI. SENIORITY

New employees may acquire seniority by working six (6) continuous months, in which event the employee's seniority will date back to the date of hire into the department. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority date.

Combined seniority shall be accumulated by an employee for work

performed in the present two represented units in Probate Court, Children's Village and Camp Oakland and, in addition, an employee in either unit shall be credited for service performed in non-represented classifications in the Probate Court, Children's Village and Camp Oakland. This combined accumulated seniority during the period of any layoff can be utilized as described in Article XII (a), hereinafter set forth, only within the bargaining unit in which the employee is employed at the time of layoff.

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose his seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for three (3) consecutive working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff except that, an employee shall not lose seniority if within three (3) days of receipt of notice of recall to work, he gives a written notice to the Employer of his intent to return to work within five (5) days of the receipt of such notice and does return within the five (5) day period. Consideration may be given by the Employer of reasons given by any employee who has given notice but fails to return within the five (5) day period.

XII. LAYOFF, RECALL, AND TRANSFERS

(a) 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 in reverse order of their seniority, based on capability of performing available jobs and shall be recalled in the order of their seniority.

(b) The employer will endeavor to notify the Union at such time as the employer anticipates the laying off of employees represented by this bargaining unit.

(c) If and when an employee is permanently transferred to another division in or out of the bargaining unit, the President or Chief Steward shall be notified of said transfer by the Employer. If the employee is thereafter transferred back to the bargaining unit he shall have as his seniority date the seniority date he had at the time of his transfer.

XIII. TEMPORARY CHANGE OF RATE

In cases in which an employee's temporary assignment includes taking over the ultimate responsibilities inherent in a higher level job and which the temporary assignment is for more than five (5) consecutive working days, the base salary rate for the classification assigned will be paid during the period the employee is required to work in the higher class, payment to be retroactive to the day in which the temporary assignment began. In the event the base rate of the higher class is lower than the employee's regular rate the employee will be paid at the next higher step over their regular rate. A Temporary Change of Rate will not be paid when an employee is substituting for an employee on Sick Leave until the substitution has been for thirty (30) consecutive working days.

XIV. PROMOTIONS

(a) .All promotions within the bargaining unit shall be made on the basis of a competitive examination as provided for in the Oakland County Merit System. The Employer will make his selection for promotion from the five highest ranking candidates who have passed the promotional examination.

(b) Notices of promotional opportunity within the Oakland County Merit System will be sent to the local Union President or his/her designee for posting on the Union bulletin board.

XV. GENERAL CONDITIONS

Section 1.

The Union shall be notified in advance of anticipated permanent major changes in working conditions and discussions shall be held thereon.

Section 2.

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

Section 3.

Employees elected to any permanent full-time union office or selected by the Union to do work which takes them from their employment with the County, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it may be renewed or extended for a similar period at any time upon the written request of the Union.

Any employee on approved Union leave of absence will continue to accumulate Union seniority while on leave but will not receive credit toward "Length of County Service" for fringe benefit purposes under Rule 22, Oakland County Merit System.

Section 4.

When any position not listed on the wage schedule is filled or established, the County may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification rate or structure are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure within a sixty (60) day period.

Section 5.

In the event that any other represented unit other than a unit containing employees eligible for Act 312 Police/Fire Compulsory Arbitration, negotiates a contract with the County of Oakland containing any form of union security, the same right will automatically be given to the unit covered under this agreement.

Section 6.

Special conferences will be arranged between the Local President and the Employer upon the request of either party. Unless otherwise agreed, such meetings shall be between at least two (2) representatives of the Employer and no more than three (3) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance, and the conference shall be held within ten (10) working days after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, 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. Such conferences shall be held during regular working hours. Members of the Union shall not lose time or pay for time spent in such special conferences and no additional compensation will be paid for such employees for time spent in such conferences beyond regular working hours.

A representative of Council 25 or a representative of the International Union may attend the special conferences.

Section 7.

If a medical divergence of opinion occurs between the employee's doctor and management's doctor with respect to whether the employee is able to return to work from a non-work related illness or injury, the parties may, by mutual agreement, refer the employee to a clinic or physician mutually agreed upon for a decision as to whether or not he or she is able to return to work.

The expense of any mutually agreed to examination, in accordance with the above provision, shall be paid one-half by the employee and one-half by the County. Employees shall be eligible to request utilization of this provision only upon posting an amount with the Employer sufficient to cover his or her portion of the anticipated expenses, or signing a waiver to provide withholding of said amount from any future earnings or other payments owed the employee by the Employer.

If either of the parties disagree on the necessity of the third opinion, the disagreeing party will provide a letter of explanation to the other party for purposes of communication.

Section 8.

Any employee required to work overtime which is not contiguous to the employee's regular work schedule shall be entitled to a minimum of two (2) hours work or pay for weekdays and three (3) hours work or pay for weekends or holidays at the time-and-one-half rate. (Weekdays are defined as the first five (5) days of work which are part of an employee's regular work schedule.)

Section 9.

The union president shall be eligible for one (1) hour of release time per day for union business. Such release time shall be granted providing the employee's normal work load is maintained. Release time for the union president shall not exceed ten (10) hours within any pay period.

Section 10.

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of forty-five (45) days following the date of the agreement between the parties.

XVI. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement except that some benefits may be increased or decreased in the process of negotiations between the parties and made a part of the final agreement.

XVII. ECONOMIC MATTERS

Wages and Fringe Benefits are attached hereto as Appendix A and Appendix B.

XVIII. RESOLUTIONS OF ALL MATTERS

The provisions of this labor agreement include resolution of all matters which remained at the time of settlement as issues of negotiations and upon which settlement was reached.

XIX. DURATION

This Agreement shall remain in full force and effect until midnight, December 31, 1989. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) 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 sixty (60) 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.

CASEWORKER AGREEMENT

APPENDIX A

Salaries - 1986

I. The following merit salary schedule shall prevail January 4, 1986 through January 2, 1987 for employees hired prior to the signing of this agreement.

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Child Welfare Worker I	19,637	21,084			
Child Welfare Worker II	22,530	23,804	25,079	27,671	29,543
Juvenile Court Intake Referee	30,859		32,579		

II. The following merit salary schedule shall prevail January 4, 1986 through January 2, 1987 for employees hired or promoted following the signing of this agreement.

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Child Welfare Worker I	20,865	22,116	23,369	24,621	25,873	27,125
Child Welfare Worker II	22,928	24,304	25,679	27,056	28,432	29,807
Juvenile Court Intake Referee	25,922	27,512	29,102	30,693	32,283	33,873

Salaries - 1987

I. The following merit salary schedule shall prevail effective January 3, 1987 for employees hired prior to the signing of this agreement.

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Child Welfare Worker I	20,476	21,985			
Child Welfare Worker II	23,493	24,822	26,151	28,854	30,806
Juvenile Court Intake Referee	33,160		35,008		

CASEWORKER AGREEMENT

APPENDIX A, Continued

II. The following merit salary schedule shall prevail effective January 3, 1987 for employees hired or promoted following the signing of this agreement.

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Child Welfare Worker I	21,564	22,857	24,152	25,446	26,740	28,034
Child Welfare Worker II	23,696	25,118	26,539	27,962	29,384	30,806
Juvenile Court Intake Referee	26,790	28,434	30,077	31,721	33,364	35,008

Salaries - 1988

Caseworker employees represented by Local 2437 shall be entitled to receive the same general salary increase as approved by the Oakland County Board of Commissioners to take effect during calendar year 1988 for non-represented employees. All such adjustments shall be applied at the same time and in the same manner as applied to the general non-represented employee group.

Salaries - 1989

The parties shall reopen negotiations for 1989 salary rates no later than November 1, 1988.

Note: Only those employees on the County payroll as of the date of the execution of this agreement shall be entitled to retroactive wage increases.

CASEWORKER AGREEMENT

APPENDIX B

I

For the following fringe benefits, refer to the Oakland County

Employees' Handbook:

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

The fringe benefits modified in previous collective bargaining agreements shall continue in effect as modified and described in the Oakland County Employees' Handbook.

APPENDIX B (con't)

II

(a) Effective June 1, 1982, employees required to drive their personal vehicle on official County business shall receive twenty-five (25) cents per mile.

(b) Any previous practice of paying mileage on a "home to home" basis for employees working overtime is eliminated.

(c) In the event there is a Federal Tax placed on gasoline for the purpose of energy conservation, the employer agrees to discuss the matter with the Union.

III

Employees working less than 1,000 hours in a calendar year shall not be eligible for fringe benefits or Merit System Status and shall be considered "Part-time Non-eligible" employees. Part-time Eligible employees represented by Local 2437 as of January 1, 1985 who remain continually employed shall not be affected by this Section as long as their employment continues to be for more than 520 hours annually.

IV

Represented employees will receive any benefit modification applied to the non-represented employee group. Modifications will be applied at the same time and in the same manner as applied to the non-represented group.

A G R E E M E N T

This agreement is entered into on the _____ day of _____ 1987 by and between the County of Oakland, the Oakland County Probate Court, and Local 2437 of the American Federation of State, County and Municipal Employees, Council 25. Certain employees classified as Juvenile Court Intake Referees are currently in a bargaining unit identified as Local 2437 of the AFSCME Council 25.

Those employees of the Oakland County Probate Court classified as Juvenile Court Intake Referees have indicated they wish to terminate their collective bargaining representation provided by Local 2437, AFSCME.

Local 2437, AFSCME has also expressed their desire to terminate their collective bargaining representation of these employees classified as Juvenile Court Intake Referees.

Now, therefore, all parties identified above hereby agree as follows:

Local 2437, AFSCME hereby disclaims any further interest in representing the employees classified as Juvenile Court Intake Referees and those same employees hereby disclaim any further interest in collective bargaining representation by Local 2437, AFSCME.

Accordingly, the classification of Juvenile Court Intake Referee shall be removed from the bargaining unit and will not hereafter the date indicated above, be recognized as the collective bargaining representative of the employees so classified.

Furthermore, the grievance filed by Joseph O'Conner related to Intake Referee compensation for night intake duties (AAA#3535-24386) and scheduled for hearing by Arbitrator Alger Conner on November 24, 1987 shall be withdrawn

by the union and the Intake Referees with precedence and prejudice. In consideration for withdrawing the grievance each of the referees shall receive \$900 as settlement of all matters in dispute between the parties.

For Local 2437, AFSCME

For Intake Referees

For the Probate Court

For the County of Oakland

CASEWORKER AGREEMENT
APPENDIX A, Continued

Salaries - 1989

I. The following merit salary schedule shall prevail effective December 31, 1988 for employees hired prior to May 5, 1987.

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Child Welfare Worker I	22,224	23,872			
Child Welfare Worker II	25,519	26,970	28,422	31,373	33,505

II. The following merit salary schedule shall prevail effective December 31, 1988 for employees hired or promoted on or following May 5, 1987.

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Child Welfare Worker I	23,412	24,825	26,239	27,652	29,064	30,478
Child Welfare Worker II	25,740	27,293	28,845	30,399	31,952	33,505