

12/31/92

THE COUNTY OF OAKLAND

AND

OAKLAND COUNTY COMMAND OFFICER'S ASSOCIATION

SHERIFF'S DEPARTMENT - SERGEANTS, LIEUTENANTS & CAPTAINS

Oakland County

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Collective Bargaining Agreement

1989 - 1992

LABOR AND WAGES
COLLECTOR'S OFFICE
AND THE STATE DEPARTMENT

AGREEMENT

This agreement is made and entered into on this 13th day of April, A.D., 1989, by and between the Oakland County Sheriff and the Oakland County Board of Commissioners, hereinafter referred to collectively as the "Employer," and The Oakland County Command Officer's 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 Sergeants, Lieutenants and Captains of the Oakland County Sheriff's Department, 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, as amended.

All employees classified as Sergeants, Lieutenants and all Captains of the Oakland County Sheriff's Department excluding all others.

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. 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. Any employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon written notice to the Employer and the Union during the fifteen (15) day period prior to the end of each calendar year.

(c) 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.

IV. BASIS OF REPRESENTATION

Section 1.

There shall be one steward and an alternate steward.

Stewards will be permitted to leave 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. Permission 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 time except when permitted to leave their work to handle grievances.

Section 2.

There shall be a grievance committee consisting of the two members of the unit to be selected by the Union and certified in writing to the Employer.

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.

V. GRIEVANCE PROCEDURE

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 the Sheriff or his designee with or without his steward within 5 days of the occurrence, who shall attempt to resolve the grievance informally. Dismissals, suspensions, demotions and disciplinary actions of any type shall not be a subject for the grievance procedure but shall be processed according to the procedures of the Personnel Appeal Board.

Step 1.

If the grievance is not settled informally, it shall be discussed with the steward and shall be reduced to writing, signed by the grievant and submitted to the Sheriff or his designee.

Step 2.

The written grievance shall be discussed between the steward and the Sheriff or designee. The Sheriff/designee will attempt to adjust the matter and will give his written decision within five (5) days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3.

Any grievance not settled at Step 2 may be submitted to the next meeting of the grievance committee. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within five (5) days of the immediate supervisor's written decision, shall be considered dropped.

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.

If the parties fail to select an arbitrator, one will be selected under the rules of the Michigan Employment Relations Commission.

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.

Any grievance not appealed from a decision in one of the steps of the grievance procedure, to the next step as prescribed, shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual written agreement of the parties.

VI. BULLETIN BOARD

The Employer shall assign space for a 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. SENIORITY

Employees covered by this Agreement shall acquire seniority by working six (6) continuous months in the unit, in which event the employee's seniority will date back to the date of appointment to his current classification. When the employee acquires seniority, his name shall be placed on the seniority list, in the order of his seniority date.

A seniority list shall be furnished to the Union every six (6) months showing the officers' date of appointment to each classification within the unit.

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) 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.

VIII. 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 seniority order, provided a Captain shall have the right to use his greater seniority to bump a Lieutenant with less seniority, and a Lieutenant the right to use his greater seniority to bump a Sergeant with less seniority, based on capability of performing available jobs and shall be recalled in the same order.

(b) If and when an employee is permanently transferred to another division within the Department, the president or chief steward shall be notified of said transfer by the employer.

IX. PROMOTIONS

All promotions within the bargaining unit shall be made on a basis of a Competitive Examination as provided for in the Oakland County Merit System, or the Sheriff may promote the most qualified employee in accordance with his professional judgment.

X. 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.

XI. GENERAL CONDITIONS

Section 1.

The Union shall be notified in advance of anticipated permanent major changes in working conditions and discussions shall be held within reasonable time if requested by the Union.

Section 2.

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 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 shall be renewed or extended for a similar period at any time upon the written request of the Union.

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 rate for the classification is proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure within a three (3) month period.

Section 5.

Any employee who is eligible for overtime compensation and who is 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 at the time-and-one-half rate, and three (3) hours work or pay on holidays at the appropriate holiday rate. (Weekdays are defined as the first five (5) days of work which are part of an employee's regular work schedule.)

Court duty appearance pay shall be applied in the following manner: When officers eligible for overtime compensation are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in

court, with a guarantee of a minimum of two hours pay per day.

Under the following conditions:

1. Case must be of a criminal nature or related to traffic enforcement.
2. Officer must be off duty at court time.

Section 6.

All Sergeants and Lieutenants will be entitled to make a shift preference selection within their division (Administrative Services, Corrective Services-Main Jail, Corrective Services-Satellites, Protective Services, Technical Services) in January and July of each year. This shift preference selection is to be based on seniority within classification (time in grade) and is subject to the approval of the Sheriff. It is understood that approval will not be unreasonably withheld.

It is understood that notwithstanding any other agreement, regulation or provision to the contrary, employees classified as Sergeants and Lieutenants will not be eligible for shift premium.

It is further understood that all provisions of this section related to shift selection in no way effects the Sheriff's right to determine assignments.

XII. 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 Employee's Handbook, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

XIII. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the

execution of the Agreement shall, except as modified herein, be maintained during the term of this Agreement.

XIV. 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.

XV. 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 in writing, 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.

XVI. DURATION

This Agreement shall remain in full force and effect from January 1, 1989, to midnight, December 31, 1992. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, one hundred twenty (120) days prior to December 31, 1992, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin within a reasonable period of time. 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.

OAKLAND COUNTY COMMAND
OFFICER'S ASSOCIATION

OAKLAND COUNTY SHERIFF

John Nichols, Sheriff

COUNTY OF OAKLAND, A Michigan
Constitutional Corporation

By _____
Roy Rewold, Chairperson and

Daniel T. Murphy, County Executive

SERGEANTS, LIEUTENANTS & CAPTAINS AGREEMENT

APPENDIX A

I. Salaries

The 1989 wage rate shall be effective December 31, 1988.

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>
Sergeant	36,383	37,115	37,921
Lieutenant	39,103	40,299	41,495
Captain	42,664	44,085	45,506
Captain (Chief of Staff)	47,877 (Flat)		

Effective the first pay period on or after January 1, 1990

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>
Sergeant	38,020	38,785	39,627
Lieutenant	40,863	42,112	43,362
Captain	44,584	46,069	47,554
Captain (Chief of Staff)	50,031 (Flat)		

Effective the first pay period on or after January 1, 1991

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Years</u>
Sergeant	39,959	40,763	41,648
Lieutenant	42,702	44,007	45,313
Captain	46,590	48,142	49,694
Captain (Chief of Staff)	52,282 (Flat)		

Effective the first pay period on or after January 1, 1992

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2 Years</u>
Sergeant	41,757	42,597	43,522
Lieutenant	44,624	45,987	47,352
Captain	48,687	50,308	51,930
Captain (Chief of Staff)	54,635 (Flat)		

II. Captain Weekend Duty Pay

The one Captain designated to be on on-call during a week, including non-office hours on weekdays and on Saturday and Sunday, and who shall be on-call and shall work scheduled or called, shall be compensated \$375.00 per week of such schedule.

III. Clothing Allowance

Eligible non-uniformed Sergeants and Lieutenants shall receive a clothing and cleaning allowance at an annual rate of \$375, payable in installments of \$187.50 in June and \$187.50 in December.

Officers assigned plain clothes duty by the Sheriff for 30 consecutive days or more shall be entitled to a pro-rated clothing and cleaning allowance.

IV. Divers Premium Pay

(a) Divers shall receive straight time pay for on-duty hours of work.

(b) For all hours on the job other than on-duty hours, the diver shall receive time and one-half pay.

*(c) The divers shall receive premium pay of \$4.00 per hour over and above the rates set forth in sections (a) and (b) above when performing diving activities.

*(d) When diving under the ice, divers shall receive premium pay of \$8.00 per hour over and above the rates set forth in sections (a) and (b) above.

* Computation of the \$4.00 per hour and \$8.00 per hour premium pay shall be computed to the nearest one-half (1/2) hour.

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. Medical and Master Medical Coverage (Modified by separate agreement)
7. Sick Leave (Modified by separate agreement)
- ***8. Retirement
9. Annual Leave
- ****10. Disability Coverage (Modified by separate agreement)
11. Dental Coverage (Modified by separate agreement)
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.

- * Merit Rule No. 2, Section VII, "Service Increment Pay", shall not apply to any employee hired after March 15, 1984.
- ** Commencing January 1, 1989, each employee shall contribute \$5.00 by payroll deduction each pay period toward health coverage. The contribution for 1990 shall be \$5.22 effective January 1, 1990, the contribution for 1991 shall be \$5.45 effective January 1, 1991, the contribution for 1992 shall be 5.70 effective January 1, 1992.
- *** Effective January 1, 1989, all employees with ten (10) or more years of full-time County service shall be eligible for the Military Buyback Option as developed by the Oakland County Retirement Commission and approved by the Oakland County Board of Commissioners.
- *** The service credit multiplier factor for the retirement plan shall be .02 (two percent) effective January 1, 1985.

- *** Effective December 31, 1985, unit employees who have twenty-five (25) years of service with the Department and who are at least fifty (50) years of age, after compliance with all other requirements, may become eligible for retirement.
- *** Employees hired on or after January 1, 1989 who subsequently retire from County service shall not be eligible for County reimbursement of Medicare Part B payments.
- *** Effective January 1, 1978, employees hired after this date will not be eligible to include final sick leave or annual leave cash-in payments as part of their "Final Average Compensation" for the purpose of computing retirement benefits.
- **** Commencing January 1, 1989, each employee shall contribute twenty-five (25¢) cents by payroll deduction each pay period toward medical and master medical coverage during long-term disability (LTD). Eligibility for County-provided medical and master medical coverage while on LTD shall be as follows: An employee on LTD will be eligible for County-provided medical and master medical coverage for up to six (6) months from the date of LTD eligibility, provided he/she has applied for and were turned down for Social Security Disability and Medicaid and have no other medical and master medical coverage available and providing the employee has not allowed his/her medical and master medical coverage to lapse.