

12/31/89

THE OAKLAND COUNTY PROBATE COURT,
THE COUNTY OF OAKLAND

AND

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

NON-CASEWORKER EMPLOYEES

Collective Bargaining Agreement

1986 - 1989

Oakland County

**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 all employees other than Caseworkers, 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 for the following locations and shifts, all Stewards and Alternate Stewards must come from the unit they represent.

*Mo. Jovyn
Shift
P...
2011*

Children's Village	- One (1) each shift
Camp Oakland	- One (1) each for the day and afternoon shift
Courthouse	- One (1) for the day shift

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 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 ten (10) days. The written grievance must be signed by the employee and his steward and receipt acknowledged by the employee's immediate supervisor.

OF THE ACTION TAKEN BY MGMT.

*"Shall consist of 10 days
work days Mon-Fri"*

Step 2

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

Step 3

shall be sent to Union by date Mon-Fri

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 days unless the time is extended by mutual agreement of both parties. *Mon-Fri*

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

Section 1.

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, Camp Oakland and Children's Village, and, in addition, an employee in either unit shall be credited for service performed in non-represented classifications in the Probate Court, Camp Oakland and Children's Village. 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 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.

Section 2.

Shift preference will be granted at Children's Village or Camp Oakland on the basis of seniority, within the classification, provided the employee meets the qualifications of the vacancy. Shift preference may be utilized only for vacancies created by employee separation, promotion or the creation of a new position. Vacancies created by employee transfers, as a result of shift preference, shall not be subject to shift preference.

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 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 outside 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 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, retroactive to the day in which the temporary assignment began. In the event the base rate of the

IT SHOULD BE NOTED AS ITEMS
FOR DEFINITION.
SEE MERIT SYSTEM
BOOK FOR CHOICE

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 - Def. What is the definition of promotion? - Promotion is a move from one job to another job which is higher in the classification system. It is a move from one job to another job which is higher in the classification system. It is a move from one job to another job which is higher in the classification system.

(a) All promotions within the bargaining unit shall be made on the basis of 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 units 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 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. RESOLUTION 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 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.

The Union recognizes the right and duty of the County of Oakland and the Probate Court to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions and statutes and such Constitutional provisions and statutes shall take precedence over any conflicting provisions which might be contained in this Agreement. If any article or section of this agreement or any appendix or supplement thereto should be held invalid by any Constitutional provision, operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
METROPOLITAN COUNCIL NO. 25
AFL-CIO, LOCAL 2437

OAKLAND COUNTY PROBATE COURT

Judge Norman R. Barnard
Chief Probate Judge

Daniel T. Murphy, Oakland County Executive

COUNTY OF OAKLAND, a Michigan
Constitutional Corporation

BY _____
Roy Rewold, Chairperson
Board of Commissioners

NON-CASEWORKER AGREEMENT
APPENDIX A

Salaries - 1986

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

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Clerk I	12,884	13,079	13,271	13,659			
Clerk II	14,438		14,728	15,019	15,605	16,185	16,765
Second Cook	14,407		14,811	15,211	16,009		
Typist I	13,335	13,530	13,727	14,114			
Typist II	14,896		15,188	15,479	16,071	16,656	17,242
Auto Dict. & Prod. Typist	16,004		16,295	16,587	17,170	17,748	18,334
First Cook	15,564		15,810	16,054	16,550	17,041	17,534
Account Clerk I	16,253		16,547	16,845	17,437	18,023	18,619
Deputy Prob. Reg.	16,253		16,547	16,845	17,437	18,023	18,619
Stenographer I	14,661	14,857	15,054	15,450			
Stenographer II	16,253		16,547	16,845	17,437	18,023	18,619
Clerk III	16,253		16,547	16,845	17,437	18,023	18,619
Children's Supervisor I	15,049		15,837				
Deputy Probate Register I	17,351			18,125	18,903	19,683	20,459
Probate Court Reporter I	20,091			21,263	22,434	23,606	
Secretary I	17,341			18,126	18,910	19,697	
Account Clerk II	18,731			19,506	20,286	21,060	
Children's Supervisor II	16,421			17,592	18,768	19,939	21,143

NON-CASEWORKER AGREEMENT
APPENDIX A, Continued

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Court Service Officer I	16,750		17,425	18,097	19,447		
Deputy Probate Reg. II	21,042			21,624			
Office Leader	17,769			18,575	19,378	20,184	
Probate Court Reporter II	24,168			25,534	26,899	28,248	
Court Service Officer II	20,412			21,950	23,490	25,029	
Maint. Mech. Instr.	18,097			18,869	19,637	20,412	
Gen. Staff Nurse	21,122			22,315	23,506	24,699	

II. The following merit salary schedule shall prevail for the period from 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>
Clerk I	12,317	13,055	13,794	14,533	15,272	16,011
Clerk II	12,676	13,465	14,256	15,046	15,837	16,626
Second Cook	12,676	13,465	14,256	15,046	15,837	16,626
Typist I	12,676	13,465	14,256	15,046	15,837	16,626
Typist II	13,203	14,011	14,819	15,626	16,435	17,242
Auto Dict. & Auto Typist	13,754	14,579	15,405	16,230	17,056	17,881
First Cook	13,754	14,579	15,405	16,230	17,056	17,881
Account Clerk I	14,479	15,347	16,216	17,085	17,954	18,823
Asst. Deputy Probate Reg.	14,479	15,347	16,216	17,085	17,954	18,823
Stenographer I	13,754	14,579	15,405	16,230	17,056	17,881

NON-CASEWORKER AGREEMENT
APPENDIX A, Continued

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Stenographer II	14,479	15,347	16,216	17,085	17,954	18,823	
Clerk III	14,479	15,347	16,216	17,085	17,954	18,823	
Children's Sup. I	15,556	16,490	17,423	18,357	19,290	20,224	
Deputy Probate Register I	15,240	16,155	17,069	17,984	18,898	19,813	
Probate Court Reporter I	19,924	21,119	22,315	23,511	24,706	25,902	
Secretary I	15,240	16,155	17,069	17,984	18,898	19,813	
Account Clerk II	16,048	17,010	17,974	18,936	19,900	20,862	
Children's Supervisor II	16,381	17,363	18,347	19,329	20,313	21,295	
Court Service Officer I	16,048	17,010	17,974	18,936	19,900	20,862	
Deputy Probate Register II	16,048	17,010	17,974	18,936	19,900	20,862	
Office Leader	16,048	17,010	17,974	18,936	19,900	20,862	
Probate Court Reporter II	21,894	23,208	24,521	25,836	27,150	28,463	
Court Service Officer II	17,629	18,687	19,745	20,802	21,860	22,918	
Maint. Mechanic Instr.	15,763	16,709	17,655	18,601	19,547	20,493	
General Staff Nurse	19,373	20,535	21,698	22,861	24,023	25,186	

NON-CASEWORKER AGREEMENT
APPENDIX A, Continued

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>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Clerk I	13,205	13,405	13,602	14,000			
Clerk II	14,798		15,095	15,393	15,994	16,589	17,183
Second Cook	15,464		15,897	16,326	17,183		
Typist I	13,782	13,984	14,187	14,587			
Typist II	15,395		15,697	15,998	16,610	17,214	17,820
Auto Dict. & Prod. Typist	16,380		16,678	16,977	17,573	18,165	18,765
First Cook	16,403		16,662	17,393	17,442	17,959	18,480
Account Clerk I	16,982		17,289	17,600	18,219	18,831	19,454
Asst. Deputy Prob. Reg.	16,982		17,289	17,600	18,219	18,831	19,454
Stenographer I	15,319	15,523	15,729	16,143			
Stenographer II	16,982		17,289	17,600	18,219	18,831	19,454
Clerk III	16,982		17,289	17,600	18,219	18,831	19,454
Children's Supervisor I	15,873		16,485				
Deputy Probate Register I	17,759			18,551	19,347	20,146	20,940
Probate Court Reporter I	20,922			22,142	23,362	24,581	
Secretary I	18,028			18,844	19,659	20,477	
Account Clerk II	19,177			19,970	20,769	21,561	
Children's Supervisor II	17,093			18,312	19,536	20,755	22,008
Court Service Officer I	17,144		17,834	18,522	19,904		

NON-CASEWORKER AGREEMENT
APPENDIX A, Continued

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Deputy Probate Register II	21,536			22,132			
Office Leader	18,981			19,842	20,700	21,561	
Probate Court Reporter II	25,125			26,590	28,012	29,416	
Court Service Officer II	20,892			22,466	24,042	25,617	
Paint. Mech. Instr.	18,778			19,578	20,375	21,180	
General Staff Nurse	22,260			23,518	24,772	26,030	

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>
Clerk I	12,730	13,492	14,256	15,020	15,784	16,547
Clerk II	13,101	13,916	14,734	15,550	16,368	17,183
Second Cook	13,101	13,916	14,734	15,550	16,368	17,183
Typist I	13,101	13,916	14,734	15,550	16,368	17,183
Typist II	13,645	14,480	15,315	16,149	16,986	17,820
Auto Dict. & Prod. Typist	14,215	15,067	15,921	16,774	17,627	18,480
First Cook	14,215	15,067	15,921	16,774	17,627	18,480
Account Clerk I	14,964	15,861	16,759	17,657	18,555	19,454
Asst. Deputy Probate Reg.	14,964	15,861	16,759	17,657	18,555	19,454
Stenographer I	14,215	15,067	15,921	16,774	17,627	18,480
Stenographer II	14,964	15,861	16,759	17,657	18,555	19,454

NON-CASEWORKER AGREEMENT
APPENDIX A, Continued

<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>
Clerk III	14,964	15,861	16,759	17,657	18,555	19,454
Children's Supervisor I	16,077	17,042	18,007	18,972	19,936	20,902
Deputy Probate Register I	15,751	16,696	17,641	18,586	19,531	20,477
Probate Court Register I	20,591	21,826	23,063	24,299	25,534	26,770
Secretary I	15,751	16,696	17,641	18,586	19,531	20,477
Account Clerk II	16,586	17,580	18,576	19,570	20,567	21,561
Children's Supervisor II	16,930	17,945	18,962	19,977	20,993	22,008
Court Service Officer I	16,586	17,580	18,576	19,570	20,567	21,561
Deputy Probate Register II	16,586	17,580	18,576	19,570	20,567	21,561
Office Leader	16,586	17,580	18,576	19,570	20,567	21,561
Probate Court Reporter II	22,627	23,985	25,342	26,702	28,060	29,417
Court Service Officer II	18,220	19,313	20,406	21,499	22,592	23,686
Maint. Mech. Instr.	16,291	17,269	18,246	19,224	20,202	21,180
General Staff Nurse	20,022	21,223	22,425	23,627	24,828	26,030
<u>Salaries - 1988</u>						

Non-Caseworker employees represented by Local 2437 shall be entitled to receive the same general 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 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.

NON-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.

II

(a) 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 modifications 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.

MEMO OF UNDERSTANDING

This understanding reached this _____ day of _____ 1987
between the County of Oakland and Local 2437, AFSC&ME Council 25 as follows:

The most senior Children's Supervisor within the Children's Village who bids successfully for a shift preference vacancy under the terms of Section 2, Article 7 of the collective bargaining agreement shall be moved to the shift where the vacancy occurs. If the employee has had the same assignment for the last eighteen (18) months he or she may request to be assigned to a different unit or be reassigned to the same unit on the new shift. Management will attempt to honor such requests insofar as is practicable.

A Children's Supervisor who is transferred out of a unit under this procedure will, under normal circumstances, not be reassigned to that same previous unit for a period of twelve months except in the case of staffing shortages, temporary assignments and/or emergencies.

This procedure shall be for eighteen (18) months, beginning from the date of signing of the agreement unless mutually agreed to be extended by the parties.

For Council 25, AFSC&ME

For the County of Oakland

MEMORANDUM OF AGREEMENT

This agreement entered into this 2nd day of March 1989 between the County of Oakland and Local 2437, Council 25, American Federation of State, County and Municipal Employees as follows:

The parties agree that effective December 31, 1988 the attached salary schedule shall be in effect for employees represented by this bargaining unit and employed at the Oakland County Children's Village. This agreement is entered into pursuant to Appendix A, Salaries - 1989 contained in the 1986 - 1989 collective bargaining agreement between the County and the Union.

It is further understood that pursuant to Appendix B, Section IV the following modifications shall be made to the employee's fringe benefits:

1. An employee whose period of Long Term Disability commences on or after January 1, 1989 shall be eligible for County provided hospitalization/medical coverage for up to six (6) months from the date of Long Term Disability, provided the employee has applied for and has been denied health care coverage through other programs as identified by the Personnel Department and has no other hospitalization/medical coverage available and providing the employee has not allowed his/her hospitalization/medical coverage to lapse;

2. Effective January 1, 1989, those individuals employed on a full time basis on or before January 1 of a given year and who remain employed on a full time basis on December 1 of that year and who have at no time during that calendar year enrolled as a subscriber into one of the County employee hospitalization/medical plans, shall be paid a lump sum amount of one hundred thirty six dollars (\$136.00) prior to the end of that calendar year. Such

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payment shall not be considered a part of salary for the purpose of computing service increment, overtime pay or other payments and shall not be included in the calculation of final average compensation for retirement purposes;

3. Employees hired on or after January 1, 1989, and employees rehired on or after January 1, 1989 who were not vested in the employee retirement plan at their time of separation, shall not be eligible for reimbursement from the County for Medicare Part B payments.

4. Effective January 1, 1989, all employees represented by this bargaining unit shall be eligible to participate in a Military Buy-back option as developed by the Oakland County Retirement Commission should it be approved by the Oakland County Board of Commissioners.

For the Union,

John H. Fry
President - 2437 - Chatham Village

Lutz E. Montgomery

For the County,

Daniel T. Murphy
Daniel T. Murphy,
Oakland County Executive

Roy Rewold
Roy Rewold,
Chairperson, Board of Commissioners

NON-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>3 MOS.</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Account Clerk I	18,409		18,744	19,084	19,760	20,428	21,108	
Account Clerk II	20,806			21,672	22,545	23,409		
Asst. Deputy Prob. Reg.	18,409		18,744	19,084	19,760	20,428	21,108	
Auto Dict. & Prod. Typist	17,480		17,800	18,122	18,763	19,399	20,045	
Children's Supervisor I	17,197		17,866					
Children's Supervisor II	18,530			19,861	21,198	22,529	23,897	
Clerk I	14,284	14,502	14,718	15,152				
Clerk II	16,024		16,348	16,674	17,330	17,980	18,628	
Clerk III	18,409		18,744	19,084	19,760	20,428	21,108	
Court Service Officer I	17,850		18,573	19,295	20,745			
Court Service Officer II	21,782			23,433	25,086	26,738		
Deputy Probate Register I	18,756			19,599	20,447	21,296	22,141	
Deputy Probate Register II	22,775			23,409				
First Cook	17,776		18,060	18,858	18,911	19,476	20,045	
General Staff Nurse	25,022			26,419	27,815	29,212	30,608	32,004
Office Leader	20,592			21,532	22,469	23,409		
Probate Court Reporter I	22,711			24,043	25,376	26,707		
Probate Court Reporter II	27,302			28,901	30,454	31,988		

NON-CASEWORKER AGREEMENT
APPENDIX A, Continued

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Second Cook	16,751		17,224	17,693	18,628			
Secretary I	19,551			20,442	21,332	22,225		
Stenographer I	16,592	16,816	17,041	17,492				
Stenographer II	18,409		18,744	19,084	19,760	20,428	21,108	
Typist I	14,914	15,135	15,356	15,793				
Typist II	16,676		17,005	17,334	18,002	18,663	19,324	

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>
Account Clerk I	16,205	17,185	18,165	19,146	20,127	21,108
Asst. Deputy Probate Reg.	16,205	17,185	18,165	19,146	20,127	21,108
Auto Dict. & Prod. Typist	15,387	16,318	17,250	18,182	19,113	20,045
Clerk I	13,766	14,597	15,432	16,266	17,100	17,934
Clerk II	14,171	15,060	15,954	16,845	17,739	18,628
First Cook	15,387	16,318	17,250	18,182	19,113	20,045
Second Cook	14,171	15,060	15,954	16,845	17,739	18,628
Stenographer I	15,387	16,318	17,250	18,182	19,113	20,045
Stenographer II	16,205	17,185	18,165	19,146	20,127	21,108
Typist I	14,171	15,060	15,954	16,845	17,739	18,628
Typist II	14,765	15,677	16,588	17,499	18,413	19,324

NON-CASEWORKER AGREEMENT
APPENDIX A, Continued

<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>
Account Clerk II	17,976	19,062	20,150	21,235	22,324	23,409
Children's Supervisor I	17,420	18,474	19,528	20,582	21,634	22,690
Children's Supervisor II	18,352	19,461	20,571	21,679	22,789	23,897
Clerk III	16,205	17,185	18,165	19,146	20,127	21,108
Court Service Officer I	17,976	19,062	20,150	21,235	22,324	23,409
Court Service Officer II	19,761	20,954	22,148	23,341	24,535	25,730
Deputy Probate Register I	17,065	18,096	19,129	20,160	21,192	22,225
Deputy Probate Register II	17,976	19,062	20,150	21,235	22,324	23,409
General Staff Nurse	25,022	26,419	27,815	29,212	30,608	32,004
Office Leader	17,976	19,062	20,150	21,235	22,324	23,409
Probate Court Reporter I	22,350	23,698	25,050	26,399	27,748	29,098
Probate Court Reporter II	24,573	26,056	27,538	29,024	30,507	31,988
Secretary I	17,065	18,096	19,129	20,160	21,192	22,225

MEMORANDUM OF AGREEMENT

This agreement entered into this 13th day of April 1989 between the Oakland County Probate Court and Local 2437, Council 25, American Federation of State, County and Municipal Employees as follows:

The parties agree that effective December 31, 1988 the attached salary schedule shall be in effect for employees represented by this bargaining unit and employed by the Oakland County Probate Court. This agreement is entered into pursuant to Appendix A, Salaries - 1989 contained in the 1986 - 1989 collective bargaining agreement between the Court and the Union.

It is further understood that pursuant to Appendix B, Section IV the following modifications shall be made to the employee's fringe benefits:

1. An employee whose period of Long Term Disability commences on or after January 1, 1989 shall be eligible for County provided hospitalization/medical coverage for up to six (6) months from the date of Long Term Disability, provided the employee has applied for and has been denied health care coverage through other programs as identified by the Personnel Department and has no other hospitalization/medical coverage available and providing the employee has not allowed his/her hospitalization/medical coverage to lapse;

2. Effective January 1, 1989, those individuals employed on a full time basis on or before January 1 of a given year and who remain employed on a full time basis on December 1 of that year and who have at no time during that calendar year enrolled as a subscriber into one of the County employee hospitalization/medical plans, shall be paid a lump sum amount of one hundred thirty six dollars (\$136.00) prior to the end of that calendar year. Such

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payment shall not be considered a part of salary for the purpose of computing service increment, overtime pay or other payments and shall not be included in the calculation of final average compensation for retirement purposes;

3. Employees hired on or after January 1, 1989, and employees rehired on or after January 1, 1989 who were not vested in the employee retirement plan at their time of separation, shall not be eligible for reimbursement from the County for Medicare Part B payments.

4. Effective January 1, 1989, all employees represented by this bargaining unit shall be eligible to participate in a Military Buy-back option as developed by the Oakland County Retirement Commission should it be approved by the Oakland County Board of Commissioners.

For the Union,

For the Probate Court,

APPENDIX A

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>3 MOS.</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Account Clerk I	18,409		18,744	19,084	19,760	20,428	21,108	
Account Clerk II	20,806			21,672	22,545	23,409		
Asst. Deputy Prob. Reg.	18,409		18,744	19,084	19,760	20,428	21,108	
Auto Dict. & Prod. Typist	17,480		17,800	18,122	18,763	19,399	20,045	
Child Welfare Worker I	22,224		23,872					
Child Welfare Worker II	25,519		26,970	28,422	31,373	33,505		
Clerk I	14,284	14,502	14,718	15,152				
Clerk II	16,024		16,348	16,674	17,330	17,980	18,628	
Clerk III	18,409		18,744	19,084	19,760	20,428	21,108	
Court Service Officer I	17,850		18,573	19,295	20,745			
Court Service Officer II	21,782			23,433	25,086	26,738		
Deputy Probate Register I	18,756			19,599	20,447	21,296	22,141	
Deputy Probate Register II	22,775			23,409				
Office Leader	20,592			21,532	22,469	23,409		
Probate Court Reporter I	22,711			24,043	25,376	26,707		
Probate Court Reporter II	27,302			28,901	30,454	31,988		

APPENDIX A, Continued

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>3 MOS.</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
Secretary I	19,551			20,442	21,332	22,225		
Stenographer I	16,592	16,816	17,041	17,492				
Stenographer II	18,409		18,744	19,084	19,760	20,428	21,108	
Typist I	14,914	15,135	15,356	15,793				
Typist II	16,676		17,005	17,334	18,002	18,663	19,324	

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>
Account Clerk I	16,205	17,185	18,165	19,146	20,127	21,108
Account Clerk II	17,976	19,062	20,150	21,235	22,324	23,409
Asst. Deputy Probate Reg.	16,205	17,185	18,165	19,146	20,127	21,108
Auto Dict. & Prod. Typist	15,387	16,318	17,250	18,182	19,113	20,045
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
Clerk I	13,766	14,597	15,432	16,266	17,100	17,934
Clerk II	14,171	15,060	15,954	16,845	17,739	18,628
Clerk III	16,205	17,185	18,165	19,146	20,127	21,108
Court Service Officer I	17,976	19,062	20,150	21,235	22,324	23,409
Court Service Officer II	19,761	20,954	22,148	23,341	24,535	25,730

APPENDIX A, Continued

<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>
Deputy Probate Register I	17,065	18,096	19,129	20,160	21,192	22,225
Deputy Probate Register II	17,976	19,062	20,150	21,235	22,324	23,409
Office Leader	17,976	19,062	20,150	21,235	22,324	23,409
Probate Court Reporter I	22,350	23,698	25,050	26,399	27,748	29,098
Probate Court Reporter II	24,573	26,056	27,538	29,024	30,507	31,988
Secretary I	17,065	18,096	19,129	20,160	21,192	22,225
Stenographer I	15,387	16,318	17,250	18,182	19,113	20,045
Stenographer II	16,205	17,185	18,165	19,146	20,127	21,108
Typist I	14,171	15,060	15,954	16,845	17,739	18,628
Typist II	14,765	15,677	16,588	17,499	18,413	19,324

LETTER OF UNDERSTANDING

This Letter of Understanding entered into on March 1, 1989, between the Probate Court for the County of Oakland, the County of Oakland, and Local 2437, AFSCME Council 25 as follows:

All parties concur that the referenced represented staff solely employed by the Probate Court continue to be Merit System covered and that Article IV of the 1986 - 1989 Probate Court Collective Bargaining Contract stands unrevised.

Article IV - Adoption by Reference of Relevant Personnel Policies.

All benefits and policies provided for in the Oakland County Merit System, which incorporates the Oakland County Merit System Rules Book, as amended and changed from time to time by resolution of the Oakland County Board of Commissioners, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, except to the extent that such benefits and policies are inconsistent with this agreement.

For the Union,

For the Probate Court,


Hon. Eugene Arthur Moore
Chief Probate Judge

For the County of Oakland,

Roy Rewold, Chairperson
Oakland County Board of
Commissioners

Daniel T. Murphy
County Executive

MEMO OF UNDERSTANDING

This understanding reached this _____ day of _____ 1987
between the County of Oakland and Local 2437, AFSC&ME Council 25 as follows:

The most senior Children's Supervisor within the Children's Village who bids successfully for a shift preference vacancy under the terms of Section 2, Article 7 of the collective bargaining agreement shall be moved to the shift where the vacancy occurs. If the employee has had the same assignment for the last eighteen (18) months he or she may request to be assigned to a different unit or be reassigned to the same unit on the new shift. Management will attempt to honor such requests insofar as is practicable.

A Children's Supervisor who is transferred out of a unit under this procedure will, under normal circumstances, not be reassigned to that same previous unit for a period of twelve months except in the case of staffing shortages, temporary assignments and/or emergencies.

This procedure shall be for eighteen (18) months, beginning from the date of signing of the agreement unless mutually agreed to be extended by the parties.

For Council 25, AFSC&ME

For the County of Oakland

