

12/31/83

THE COUNTY OF OAKLAND

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 25 LOCAL 1905

PROBATION OFFICER EMPLOYEES

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Collective Bargaining Agreement

1982 - 1983

Personnel Dept  
Oakland County  
1200 N. Telegraph Rd  
Pontiac, Mich. 48053

Oakland County

## AGREEMENT

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the Oakland County Central Services Probation Division and the  
Oakland County Board of Commissioners (hereinafter referred to as the "EMPLOYER")  
and Council 25 and its affiliated Local Union, No. 1905, 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  
Probation Officer employees of the Oakland County Central Services Probation  
Division, 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 Oakland County Central Services Probation Division Probation  
Officers; but excluding supervisors and all other employees.

### 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

The provisions of Miscellaneous Resolution 4606 as adopted by the then Oakland County Board of Supervisors on September 19, 1966 and approved by the electorate on November 8, 1966 shall continue to apply as set forth therein. The Employer and the Union, however, agree that in matters of dismissals, suspensions, demotions and disciplinary actions employees shall have the right of appeal to the Personnel Appeal Board in accordance with the rules of the Merit System and the Personnel Appeal Board, and the decision of the Board shall be final and binding.

Employees covered by this agreement shall be entitled to vote in the election for employee selected members of the Personnel Appeal Board.

All resolutions of the Oakland County Board of Commissioners as amended or changed, from time to time, relating to the working conditions and compensation of the employees covered by this agreement are incorporated by reference within the limitations set forth above 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 1905, 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 during the fifteen (15) day period prior to the expiration date of this agreement.

(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 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.

#### VIII. BASIS OF REPRESENTATION

##### Section 1.

There shall be one steward and an alternate steward. The steward and alternate steward 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 two (2) 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 a bargaining committee representing the Probation Officer Employees' bargaining unit. Such committee shall be composed

of not more than two (2) members selected by the Union and certified in writing to the Employer.

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, and 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 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 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 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.

If the parties fail to select an arbitrator, one will be selected under the rules of the American Arbitration Association.

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 ten (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 Chairman 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.

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.

An up-to-date seniority list shall be furnished to the Union every three (3) 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.

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 seniority order, based on capability of performing available jobs and shall be recalled in the same order.

(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 within the Department, the Chapter Chairman or Chief Steward shall be notified of said transfer by the Employer.

### XIII. 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 shall 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 six (6) month period.

Section 5.

In the event that any other represented unit 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 Chapter Chairman 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 two (2) 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.

Notices of Career 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.

#### Section 9.

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.

#### XV. 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.

XVI. ECONOMIC MATTERS

Wages and other economics are attached hereto as Appendix A and Appendix B.

XVII. MATTERS FOR FURTHER DISCUSSION

The provisions of this labor agreement include resolution of all matters not eliminated by the parties and which remained at the time of settlement as issues of negotiations and upon which settlement was reached. In addition to those matters resolved and contained elsewhere in the agreement, the parties have agreed that the following areas only are subject to further negotiations for the year of 1983;

(a) Salary Rates for Calendar Year 1983

Consideration of salary rates for calendar year 1983 shall be limited to adjustments applied as percentages or flat dollar amounts as part of the merit salary schedule of classifications but shall not be limited to adjustments applied only on January of each year or to flat application at each step of a class, or to other variations. Other variations of adjusting the actual merit salary schedule of classifications as shown in Appendix A of this agreement may be considered.

(b) Mileage Reimbursement

This agreement to reopen negotiations during the contract period is limited to the above matters and shall not be construed as indicating an intent or commitment as to a particular position on any of the issues. The parties do agree to deal in good faith bargaining in the reopen negotiations.

XVIII. DURATION

This Agreement shall remain in full force and effect until midnight, December 31, 1983. 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 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 1905

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

OAKLAND COUNTY EXECUTIVE

\_\_\_\_\_  
Daniel T. Murphy

COUNTY OF OAKLAND, a Michigan  
Constitutional Corporation

BY \_\_\_\_\_  
Richard R. Wilcox, Chairperson  
Board of Commissioners



APPENDIX A

Salaries

The following merit salary schedule shall prevail for the period from January 1, 1982, through December 31, 1982:\*

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Probation Officer I	17,002	18,023			
Probation Officer II	19,552		21,762	23,973	
Probation Officer III	25,335		26,523		

\*Should the Non-Union employees receive a general salary percentage increase in 1982 other than the 6% increase received at the first of the year, members of this bargaining unit will be entitled to the same general increase, effective at the same time and applied in the same manner as applied to the non-union employees.

PROBATION OFFICER 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. Life Insurance
5. Longevity
6. Master Medical Insurance
7. Sick Leave
8. Retirement
9. Annual Leave
10. Income Continuation Insurance
11. Dental Insurance
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.

\*Any additional fringe benefit improvements offered to non-union employees during the duration of this agreement shall become part of the benefit plan for employees represented by Local 1905.

APPENDIX B (con't)

II

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

Effective June 1, 1982, Merit Rule #25 (Section III, C) pertaining to Death Leave shall be amended for employees represented by this bargaining unit to provide a guaranteed three (3) day leave in the event of the death of the employee's spouse, child, parent or sibling.

APPENDIX B (con't)

IV

Effective June 1, 1982, Merit Rule #24 (Section IV, G, 6) pertaining to the use of Sick Leave for personal business is to be amended for employees represented by this bargaining unit to provide for the annual use of 2 days of accumulated sick leave for personal business.

APPENDIX B (con't)

V

Effective June 1, 1982, Merit Rule #26 (Sections IA, II, III, and IV) pertaining to Legal Holidays are to be amended to provide for the following holiday schedule for employees represented by this bargaining unit.

COUNTY HOLIDAY SCHEDULE

New Year's Day	January 1
Martin Luther King's Day	The Monday nearest January 15
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veterans' Day	November 11
Thanksgiving Day	The fourth Thursday in November
Friday after Thanksgiving	
December 24	Whenever Christmas Day falls on Tuesday, Wednesday, Thursday, or Friday
Christmas Day	December 25
December 31	Whenever New Year's Day falls on Tuesday, Wednesday, Thursday, or Friday

Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a holiday.

NOTE: Lincoln's Birthday and Columbus Day are to be deleted from the existing holiday schedule.