

12/31/90

THE COUNTY OF OAKLAND AND THE

OAKLAND COUNTY PROSECUTOR

AND

LOCAL 3075, MICHIGAN COUNCIL 25

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

PROSECUTOR'S INVESTIGATORS

Oakland County

Collective Bargaining Agreement

1987 - 1990

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

AGREEMENT

This agreement is made and entered into on this _____ day of _____, A.D., 1987, by and between the Oakland County Prosecutor and the Oakland County Board of Commissioners, hereinafter referred to collectively as the "Employer", and Local 3075 Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards, between the employer and employees, which will best serve the citizens of Oakland County.

I. RECOGNITION

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

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

II. MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union Members shall not be discriminated against as such. In

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

III. DISCIPLINE

Employees shall have the right to appeal terminations by final and binding arbitration. The arbitration panel shall consist of the Prosecutor, and employee selected by the bargaining unit, the Oakland County Director of Personnel and a post commander of the Michigan State Police.

IV. LAYOFF AND RECALL

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

V. REPRESENTATION

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

VI. BULLETIN BOARD

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

the Union local, which shall be restricted to:

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

VII. FALSE ARREST INSURANCE

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

VIII. GENERAL CONDITIONS

Section 1

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

Section 2

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

IX. MERIT SYSTEM RESOLUTION

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

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

X. MAINTENANCE OF CONDITIONS

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

XI. NO STRIKE - NO LOCKOUT

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

The Employer will not lockout any employees of the Bargaining Unit during the term of this agreement.

XII. SPECIAL CONFERENCES

Special conferences for important matters may be arranged at a mutually convenient time between the Local President and the Employer or its designated

representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and no more than two employee representatives of the Union and the Staff Representative, if so desired. Arrangements for such special conferences shall be made in advance and an agenda on the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such conference.

XIII. FUTURE NEGOTIATIONS AS TO AGENCY SHOP

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

XIV. FINAL AVERAGE COMPENSATION

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

XV. DUES CHECK-OFF

(a) The Employer agrees to deduct the union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer, and an itemized statement to the Chapter Chairman, within

fourteen (14) days after the deductions have been made.

(b) An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which 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 Council 25, American Federation of State, County and Municipal Employees.

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

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

XVI. DURATION

This agreement shall remain in full force and effect from January 1, 1987, to midnight, December 31, 1990. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior

to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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

XVII. ECONOMIC MATTERS

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

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

OAKLAND COUNTY PROSECUTOR

L. Brooks Patterson
Prosecuting Attorney

COUNTY OF OAKLAND, A Michigan
Constitutional Corporation

By: _____
Roy Rewold, Chairperson
Board of Commissioners

OAKLAND COUNTY EXECUTIVE

Daniel T. Murphy

PROSECUTOR'S INVESTIGATOR
APPENDIX A

I

A. 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. Disability Coverage
11. Dental Coverage
12. Tuition Reimbursement

B. Fringe Benefits - All fringe benefit modifications implemented on a County-wide basis to non-represented employees during the calendar year 1987 shall also be applied to Employees represented by Local 3075 and become a part of this agreement.

II

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

III

Effective January 1, 1985, Prosecutor's Investigators will be eligible to receive a Clothing Allowance of \$300 annually to be paid in installments of \$150 June 15 and \$150 December 15.

PROSECUTOR'S INVESTIGATOR

APPENDIX B

I MERIT SALARY SCHEDULES FOR 1987 - Effective with the first pay period on or after January 1, 1987.

(a) Prosecutor's Investigators hired prior to 1/1/81

\$31,811 flat rate

These employees will continue to contribute 3% of their total wages toward the Retirement Plan.

(b) Prosecutor's Investigators hired on or after 1/1/81

\$30,884 flat rate

These employees will not contribute to the Retirement Plan but will be covered by the plan in the same manner as other County employees.

II MERIT SALARY SCHEDULE FOR 1988 - Effective with the first pay period on or after January 1, 1988.

(a) Prosecutor's Investigators hired prior to 1/1/81

\$33,163 flat rate

These employees will continue to contribute 3% of their total wages to the Retirement Plan.

(b) Prosecutor's Investigators hired on or after 1/1/81

\$32,197 flat rate

These employees will not contribute to the Retirement Plan but will be covered by the plan in the same manner as other County employees.

III

MERIT SALARY SCHEDULE FOR 1989* AND 1990*

The 1989 and 1990 wage increases for Investigators hired before January 1, 1981 will be the same percentage, applied in the same manner and at the same time as wage increases for employees classified as Sheriff Deputy II employees at the Oakland County Sheriff Department. Wages for Investigators hired on or after January 1, 1981 will continue to be 3% less than the rate for those hired prior to January 1, 1981.

Investigators hired prior to January 1, 1981 will continue to contribute 3% of their total wage toward retirement benefits.

Investigators hired on or after January 1, 1981 will not contribute to the Retirement Plan but will be covered in the same manner as other County employees.

*The parties agree and understand that the 1989 and 1990 wage increase which is equal to the wage increase of Sheriff Deputy II employees will not be interpreted as having any precedence regarding comparisons between the classifications. The parties further agree that Prosecutor's Investigators do not fall within the current provisions for Act 312 eligibility.

FRINGE BENEFIT AGREEMENT

This agreement entered into this _____ day of _____, 1987 by and between the County of Oakland and the Council 25, American Federation of State, County and Municipal Employees Local 3075 as follows:

Commencing with the signing of this agreement, the parties hereto agree that:

a. the co-pay on the County provided prescription rider shall be increased to \$3.00 per prescription;

b. the deductible on the County provided master medical plan shall be increased to \$100.00 per individual and \$200.00 per family;

c. the Employer shall require that an employee obtain a second surgical opinion pursuant to any Second Surgical Opinion Program with provisions similar to those currently contained in the program available through the County's present health insurance carrier;

d. the Employer shall adopt and require employees to follow a Preauthorized Hospital Admission Plan;

e. the Employer will provide Eye Care Coverage -- full-time represented employees who have completed their probationary period will be eligible to participate in the County provided plan;

f. the lifetime benefit limit for orthodontia shall be increased to \$750.00 per eligible dependent.

For Council 25, American Federation
of State, County and Municipal
Employees, Local 3075

For the County of Oakland

