

12/31/89

THE COUNTY OF OAKLAND

AND

LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

SAFETY DIVISION EMPLOYEES

Oakland County

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Collective Bargaining Agreement

1986 - 1989

AGREEMENT

This agreement is made and entered into on this _____ day of _____, A.D., 1986, by and between the Oakland County Board of Commissioners and the Oakland County Executive, hereinafter referred to collectively as the "Employer", and Labor Council Michigan Fraternal Order of Police, 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 Safety Officers and Building Safety Attendants of the Oakland County Safety 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, as amended.

All Safety Officers and Building Safety Attendants of the Oakland County Safety Division excluding all seasonal employees, clerical employees, supervisory employees and all other employees.

II. MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union Members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

III. DUES CHECK-OFF

(a) The Employer agrees to deduct the union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer, within fourteen (14) days after the deductions have been made.

(b) An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the authorization for check-off deduction upon written notice to the Employer and the Union during the fifteen (15) day period prior to the end of each calendar year.

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

IV. STEWARDS AND ALTERNATE

Section 1

There shall be a chief steward for the bargaining unit and one alternate steward for each shift.

A steward will be permitted to leave his/her work, after obtaining approval of his/her supervisor and recording his/her time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a resolution of the grievance. Permission for a steward to

leave his/her work station will not be unreasonably withheld. The steward will report back to his/her shift supervisor upon returning from a grievance discussion.

The privilege to leave 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 he/she will continue to work at an assigned job at all times except when permitted to leave work to handle grievances.

Section 2

The Union will furnish the Employer with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the office of the individual representative of the Union with which it may be dealing.

V. 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, within three (3) days of the occurrence. The immediate supervisor shall attempt to resolve the grievance informally. Dismissals, suspensions, demotions and disciplinary actions of any type shall be subjects only for the grievance procedure.

Step 1

If the grievance is not settled informally, it shall be discussed with the steward and shall be reduced to writing, signed by the grievant and submitted to his immediate supervisor within five (5) days of the occurrence.

Step 2

A written grievance shall be discussed between the steward and the immediate supervisor. The supervisor will attempt to adjust the matter and will give his written decision within five (5) days of receipt of the written grievance.

Step 3

If the grievance is not settled in Steps 1 and 2, the Union may within five (5) days after the supervisor's answer, request in writing to the Employee Relations Division a meeting of the Grievance Committee. Such meetings will be held within fifteen (15) working days after the date of written request and the Employer will render his decision within seven (7) working days thereafter. The Employer and the Union may by mutual written agreement extend the time limits of the grievance procedure. The Union Grievance Committee will consist of the Chief Steward, the staff representative, or the Shift Steward. (Working days refer to Monday-Friday, excluding Saturday, Sunday and Holidays.)

Section 2

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 five (5) days after the Employers response from the Step 3 meeting. Expenses for arbitration shall be borne equally by both parties.

The grievance upon which Arbitration has been demanded shall be referred to one of the following Arbitrators in accordance with the date of written grievance, the oldest grievance being referred first:

1. Michael P. Long
2. John Coyle

3. Robert Sheedy
4. Sandra Silver
5. Elain Frost

A grievance shall be referred to the listed Arbitrators in the order in which they appear. Once a grievance has been referred to an Arbitrator, a subsequent grievance shall be referred to the next Arbitrator on the list. After a grievance has been referred to the fifth Arbitrator listed, the cycle shall repeat, beginning with the first Arbitrator. The Arbitrator may interpret and apply the provisions of this Agreement to determine the grievance before the Arbitrator. However, the Arbitrator shall have no power or authority, in any way, to alter, to modify, amend, or add to any provisions of this Agreement, or set a wage rate. The Arbitrator shall be bound by the express provisions of this Agreement.

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

VI. BULLETIN BOARD

The Employer shall assign space for a bulletin board which shall be used by the Union for posting notices, bearing the written approval of the President of the Union local. Notices 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, subject to Managements approval, which are not political or libelous in nature.

VII. 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. In those occurrences when two or more employees have the same seniority date the employee who's name appears first on an alphabetical list shall be deemed to be senior.

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 working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff.

VIII. LAY-OFF 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 in seniority order, based on capability of performing available jobs and shall be recalled in the inverse order. (Refer to Rule #9, Oakland County Merit System Handbook.) All

employees so laid off shall, for a time equal to their length of service in the department at the time of layoff up to a 2 year maximum as long as a validated State of Michigan Police Officers (MLEOTC) Certification is maintained, be offered the opportunity of recall prior to the hiring of any new employees.

IX. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of competitive examination as provided for in the Oakland County Merit System. The Chief-Safety Division will make his selection for promotion from the four highest ranking candidates who have passed the promotional examination.

(b) The six (6) month probationary period following promotions is only to include active, on the job, compensated service and recognized County paid holidays. All other time off the job, whether compensated or not, in excess of 10 scheduled work days, will not count toward the probationary period.

X. FALSE ARREST INSURANCE

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

XI. GENERAL CONDITIONS

Section 1

When any new work covered by the bargaining unit certification is established, the County may designate a job classification and rate structure for the position. In the event the Union does not agree that the job classification or rate structure are proper the Union may request to discuss the matter with Management.

Section 2

Special conferences may be arranged at a mutually convenient time between the staff representative and the Employer upon the request of either

party. Such meetings may be between at least two representatives of the Employer and no more than two employee representatives of the Union. The members of the Union shall not lose time or pay for time spent in such special conferences.

Section 3

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

Section 4

All Safety Officers and Building Safety Attendants with Merit System status will be entitled to make a shift preference selection only on May 1 and November 1 of each year. This shift preference selection is to be based upon bargaining unit seniority and is subject to the approval of the Chief-Safety Division.

Probationary Officers will be assigned shifts based on the needs of the Division as determined by the Chief-Safety Division. It is understood that notwithstanding any other agreement, regulation or provision to the contrary, employees classified as Safety Officers will remain ineligible for shift premium.

Section 5

Whenever possible daily assignment rosters will be posted seven (7) days prior to assignment changes. Employees are responsible for checking the bulletin board to verify their work schedules and location.

Section 6

Overtime work will be equalized between employees on the same shift with the same job duties and classification in so far as is practicable.

Section 7

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

XII. ADOPTION BY REFERENCE OR 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, except those excluded by this agreement, are incorporated herein by reference.

XIII. 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.

XIV. 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 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.

XV. DURATION

This agreement shall remain in full force and effect from _____, to midnight, December 31, 1989. The agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) days prior to December 31, 1989, that it desires to modify the agreement. In the event that such notice is given, negotiations shall begin within a reasonable period of time.

This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten 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 for continued application.

LABOR COUNCIL
MICHIGAN FRATERNAL
ORDER OF POLICE

COUNTY OF OAKLAND, a Michigan
Constitutional Corporation

by _____
Roy Rewold, Chairperson

OAKLAND COUNTY EXECUTIVE

Daniel T. Murphy

APPENDIX A

I. Salaries 1986

The following Merit System Salary Schedule shall prevail for the period beginning the first pay period on or after January 1, 1986.

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>
Safety Officer	16,231	16,876	17,522	18,810	20,108	21,404	22,975
Building Safety Attd.	13,703	14,635	15,566	16,540	17,596		
*General Helper	\$ 5.33 per hour						

II. Salaries 1987

The following Merit System Salary Schedule shall prevail for the period beginning the first pay period on or after January 1, 1987.

<u>Classification</u>	<u>Base</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>4 Yr.</u>	<u>5 Yr.</u>
Safety Officer	16,775	17,441	18,109	19,440	20,782	22,121	23,745
Building Safety Attd.	14,162	15,125	16,087	17,094	18,185		
*General Helper	\$ 5.51 per hour						

III. Salaries 1988

Employees represented by this bargaining unit will receive wage adjustments for 1988 consistent with the general adjustment received by non-union employees. All such wage adjustments shall be applied at the same time and at the same percentage as the general adjustment for non-represented employees.

IV. Salaries 1989

The parties shall re-open negotiations prior to December 31, 1988 for the purpose of establishing a 1989 salary schedule for those employees represented by the bargaining unit.

*The General Helper classification will be utilized as an entry level for Building Safety Attendant. Employees completing their probationary period will be immediately promoted to B.S.A. without examination and without need for vacancy.

Appendix A (Continued)

V. DISPATCH BONUS

Effective January 3, 1987 a \$750 annual bonus (pro-rated bi-weekly) will be paid to Building Safety Attendants assigned to dispatch functions (Limit of 4).

VI. MINIMUM CALL-IN

Any employee required to work overtime and who reports for such assignment which is non-contiguous to the employees regular work schedule shall be entitled to a minimum of two (2) hours work or pay at the applicable overtime rate.

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

FRINGE BENEFIT AGREEMENT

This agreement entered into this _____ day of _____, 1987 by and between the County of Oakland and the Michigan Fraternal Order of Police 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 the Labor Council
Fraternal Order of Police

For the County of Oakland
