

12/31/89

THE COUNTY OF OAKLAND

AND

Michigan Council 25
American Federation of State, County and
Municipal Employees, AFL-CIO

Senior Committee Coordinator, Committee Coordinator and Secretaries
of the Oakland County Board of Commissioners

Oakland County

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Collective Bargaining Agreement

1987 - 1989



AGREEMENT

This agreement is made and entered into on this _____ day of _____, A.D., 1988, by and between the Oakland County Board of Commissioners and the County of Oakland, hereinafter referred to collectively as the "Employer", and Michigan Council 25 American Federation of State, County and Municipal Employees, 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 Sr. Committee Coordinator, Committee Coordinator and Secretaries of the Oakland County Board of Commissioners, 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 as amended including Act 379 of 1965.

All Committee Coordinators and Secretaries - Board of Commissioners employed by the Oakland County Board of Commissioners, including the Senior Committee Coordinator, but excluding the Committee Coordinator assigned to the Personnel Committee.

II. MANAGEMENT RESPONSIBILITY

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 operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement. (2)

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. Such voluntary withdrawal from payroll deduction of Union dues may only occur during the period December 16 through December 31 of any 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 Chapter Chairperson for the bargaining unit and one steward.

The 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 the steward to leave his/her work station will not be unreasonably withheld. The steward will report back to his/her 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/her problem or grievance to the attention of his/her immediate supervisor, within five (5) days of the occurrence. The immediate supervisor shall attempt to resolve the grievance informally. Dismissals, suspensions, demotions and disciplinary actions and/or appeals of management's actions of any type shall be subjects only for the grievance procedure.

Step 1

If the grievance is not settled informally, it may be discussed with the steward and may 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 or 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 2 persons, a Steward, Chapter Chairperson, or the staff representative if requested. (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 thirty (30) 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. Robert Sheedy
2. Alger Connor

3. Bill Danial
4. Benjamin Wilkenson

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 Last 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.

Each grievance shall have to be initiated within five (5) days of each occurrence of the cause of complaint or, if neither the aggrieved nor the union had knowledge of said occurrence at the time of its happening, then within five (5) days after the union or the aggrieved becomes aware of the cause for complaint.

Any grievance not appealed from any step of the grievance procedure to the next step within the limits prescribed, shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual written agreement of the parties. In the event that the Employer shall fail to supply the Union with its answer at a particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step. The time limit for exercising further appeal shall commence with the expiration of the grace period for answering.

VI. BULLETIN BOARD

The Employer shall assign space on a bulletin board which shall be used by the Union for posting notices, bearing the written approval of the Chapter Chairperson 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/her name shall be placed on the seniority list, in the order of his/her 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.

Employees shall lose their 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
- (f) If the employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of layoff or 24 months which ever is less.

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 least senior represented employees in each classification will be laid off first, based on capability of performing available jobs and shall be recalled in the inverse order. All employees so laid off shall, for a time equal to their length of service in the unit at the time of layoff up to a 2 year maximum, be offered the opportunity of recall to the unit prior to the hiring of any new employees into the unit.

The employer will notify the union at such time as the employer anticipates the laying off of employees represented by this bargaining unit.

IX. 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 shall have the right to submit the issue as a grievance through the Grievance Procedure within sixty (60) days.

Section 2

Special conferences may be arranged at a mutually convenient time between the union 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.

Section 3

Wages, hours, and conditions of employment contained in the Agreement shall be maintained during the term of the Agreement.

Section 4

Any employee who is required to, and returns to work which is scheduled to begin more than one (1) hour after the end of the regular work schedule, shall be entitled to a minimum of two (2) hours pay at the time-and-one-half rate or, the equivalent of three (3) hours leave time if agreed to by the employer.

X. 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 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.

XI. 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.

XII. NO STRIKE - NO LOCKOUT

Under no circumstances will the Union cause, 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 state law.

The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

XIII. 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.

XIV. 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.

If any article or section of this agreement or any appendix or supplement thereto should be held invalid by an 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.

COUNCIL 25, AFSC & ME
AFL-CIO

by

Ruth E. Montgomery
Staff Representative

by

Anna M. Devers
Chapter Chairperson

by

Roberta A. Underwood
Chief Steward

COUNTY OF OAKLAND, a Michigan
Constitutional Corporation

by

Roy Rewold, Chairperson

OAKLAND COUNTY

by

Daniel T. Murphy
County Executive

COMMITTEE COORDINATOR AGREEMENT

APPENDIX A

Salaries 1987

The following Salary Schedule shall prevail effective the first pay period on or after January 1, 1987.*

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Senior Committee Coordinator			\$28,299		
Committee Coordinator			22,059		23,676
Stenographer II					19,454

Salaries 1988

THE FOLLOWING SALARY SCHEDULE SHALL
PREVAIL EFFECTIVE THE FIRST PAY PERIOD ON OR AFTER JANUARY 1, 1988*

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Senior Committee Coordinator	\$24,798	\$26,419	\$28,039	\$29,659
Committee Coordinator	20,732	22,246	23,761	25,276
Secretary-Board of Commissioners	18,572	19,870	21,168	22,587

Wages 1989

THE FOLLOWING SALARY SCHEDULE SHALL
PREVAIL EFFECTIVE THE FIRST PAY PERIOD ON OR AFTER JANUARY 1, 1989

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
Senior Committee Coordinator	\$24,798	\$26,347	\$27,896	\$29,444	\$30,993
Committee Coordinator	20,732	22,152	23,573	24,993	26,413
Secretary-Board of Commissioners	18,572	19,802	21,031	22,261	23,490

*These rates are only retroactive for those employees in the above bargaining unit positions at the time of ratification.

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 _____ 1988 between the County of Oakland and the Committee Coordinators and Secretaries - Board of Commissioners, Council 25, AFSC & ME, AFL-CIO as follows:

1. All employees in the Union bargaining unit have had the opportunity to become participants in the new fringe benefit plan as adopted by the Oakland County Board of Commissioners on September 12, 1985.

2. Commencing on June 1, 1988, or as soon as practicable thereafter, the Employer agrees to allow these employees to participate in the employer provided optical benefit plan.

3. Commencing on June 1, 1988, or as soon as practicable thereafter, the lifetime benefit limit for orthodontia shall be increased to \$750.00 per eligible dependent.

4. Commencing on June 1, 1988, or as soon as practicable thereafter, 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 from an Employer, 3rd Party Administrator or insurance carrier designated physician pursuant to any second surgical opinion program;

d. the Employer shall adopt and require employees to follow a pre-authorized hospital admissions plan;

FOR THE UNION

FOR THE EMPLOYER

COUNTY OF OAKLAND, a Michigan
Constitutional Corporation

by _____

by _____
Roy Rewold, Chairperson

by _____

by _____
Daniel T. Murphy
County Executive

by _____

LETTER OF UNDERSTANDING

The County of Oakland and Council 25, American Federation of State,
County and Municipal Employees enter into the following understanding this _____
day of _____ 1988 as follows:

The parties, following considerable discussion regarding desirable
rates for the various classes represented by this unit, have identified the
following target maximums (5 year ranges), based on 1988 rates:

Senior Committee Coordinator - \$30,629
Committee Coordinator - \$25,977
Secretary-Board of Commissioner - \$23,642

The parties recognize that the achievement of the desired targets
are restricted by various factors and have, through this agreement, moved toward
those targets to the extent possible at this time. It is the desire of the
parties to continue movement toward these targets in future negotiations as
the various parameters permit.

FOR THE UNION,

FOR THE COUNTY,

Ruth Montgomery
Staff Representative

C. Vincent Luzi
Director of Personnel

Anna Devers
Chapter Chairperson

Kenneth J. Vinstra
Assistant Director of Personnel

MEMO OF AGREEMENT

This agreement entered into this 25 day of July 1988
between the Oakland County Deputy Sheriff's Association representing the
Friend of the Court Service Officers, the Oakland County Circuit Court and
the County of Oakland as follows:

The employer may in its sole judgement and discretion decide to
permit early merit increases ahead of the schedule provided in this agreement.
Such early merit increases shall be recommended by the department head and
be subject to approval by the Employee Relations Division of the Personnel
Department. Approval of an early merit increase in one case shall not create
a precedent for granting an early merit increase in any other.

For the Association

April Hutchings
OCDSA - union rep.

For the Oakland County Circuit Court

Judith K. Cunningham

For the County of Oakland

Henry J. ...

