

MEMORANDUM OF AGREEMENT

This agreement is entered into on this _____ day of _____, 2010, between the County of Oakland and the American Federation of State, County and Municipal Employees (A.F.S.C.M.E.) Council 25 Local 2437. The parties agree to extend the provisions of the 2007 - 2009 collective bargaining agreement through September 30, 2011, with the following exception:

The bi-weekly salary schedule shall decrease by 1.5% effective with the pay period beginning September 25, 2010.

<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>	<u>6 Year</u>
Account Clerk I	1069.33	1133.94	1198.66	1263.36	1328.07	1392.85	
Account Clerk II	1186.13	1257.89	1329.66	1401.28	1473.15	1544.73	
Case Management Coord	1433.90	1520.32	1606.99	1693.61	1780.17	1866.69	
Cashier	1069.33	1133.94	1198.66	1263.36	1328.07	1392.85	
Clerk	879.75	935.01	993.77	1052.73	1111.58	1170.55	1229.23
Court Reporter I	1474.81	1563.71	1653.01	1741.96	1831.22	1920.06	
Court Reporter II	1621.52	1719.39	1817.15	1915.23	2013.06	2110.76	
Court Service Officer I	1186.13	1257.89	1329.66	1401.28	1473.15	1544.73	
Court Service Officer II	1303.96	1382.63	1461.51	1540.24	1619.11	1697.84	
Deputy Register I	1126.07	1194.09	1262.27	1330.35	1398.39	1466.58	
Deputy Register II	1209.96	1283.18	1356.38	1429.45	1502.76	1575.77	
General Clerical	869.61						
Office Assistant I	974.29	1034.41	1094.59	1154.75	1215.06	1275.27	
Office Assistant II	1069.33	1133.94	1198.66	1263.36	1328.07	1392.85	

Office Leader	1186.13	1257.89	1329.66	1401.28	1473.15	1544.73
Secretary I	1126.07	1194.09	1262.27	1330.35	1398.39	1466.58
Youth & Fam Caswkr I	1545.02	1638.10	1731.50	1824.62	1917.81	2011.19
Youth & Fam Caswkr II	1784.24	1891.90	1999.43	2107.30	2214.92	2322.68
Youth Asst Casework I	1545.02	1638.10	1731.50	1824.62	1917.81	2011.19
Youth Asst Casework II	1784.24	1891.90	1999.43	2107.30	2214.92	2322.68

This agreement provides that any retroactive amount shall be deducted from the employee's first three pays following the execution of this agreement.

The collective bargaining agreement shall only be modified as indicated above.

COUNTY AND MUNICIPAL EMPLOYEES
METROPOLITAN COUNCIL NO. 25

OAKLAND COUNTY CIRCUIT COURT

Nanci Grant, Chief Circuit Court Judge

OAKLAND COUNTY BOARD OF
COMMISSIONERS

Bill Bullard, Jr., Chairperson

OAKLAND COUNTY CIRCUIT COURT/FAMILY COURT

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 25,
LOCAL 2437**

COLLECTIVE BARGAINING AGREEMENT

2007 - 2009

AGREEMENT

This Agreement entered into this 10th day of APRIL, 2008 by and between Oakland County Family Court (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 the employees of the Oakland County Family Court for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions 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 the Public Acts of 1965.

All employees of the Oakland County Probate Court who were previously represented by the bargaining Unit and who have been transferred to the Family Division of the Circuit Court in the Administrative Merger.

II. PURPOSE AND INTENT

The general purpose of the 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.

III. MANAGEMENT RIGHTS

The rights 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 department operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

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 Rule Book, as amended or 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 any such benefits and policies are inconsistent with this Agreement.

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 organization or group 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/she is no longer a member of the bargaining unit. However, an employee shall continue to be subject to check-off deductions which are authorized when the employee 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.

e) The Employer agrees to deduct from the wages of any employee who is a member of this Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization, in accordance with a standard form provided that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the County and the Union.

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, sit down, 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 who 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 procedures and for reporting to the grievant a change in status of his/her 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 number on the Union Bargaining Committee will be limited to three (3). It is agreed that members of the Bargaining Committee shall be compensated for sixty (60) hours of collective bargaining time, including caucus time of either party, such compensation to begin when the parties commence negotiating for modification of this agreement pursuant to part XIX. Any time spent on collective bargaining beyond the sixty (60) hours will be on the employee's own time and during normal court hours. Collective bargaining begins when Management (the employer) is at the table.

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 a problem or grievance to the attention of his/her immediate supervisor, with or without the steward, and an attempt will be made to resolve the grievance informally. In the event the steward is called, the employee shall be released from his/her job duties as soon as possible, and in any event, no later than the beginning of the employee's 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/her immediate supervisor, the employee shall have the right to discuss the grievance with his/her 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 (excluding Saturday, Sunday and holidays). The written grievance must be signed by the employee and his/her steward and receipt acknowledged by the employee's immediate supervisor.

Step 2

The Employer will give its written reply within ten (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 (excluding Saturday, Sunday and holidays) 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 (10) days (excluding Saturday, Sunday and holidays) 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 (excluding Saturday, Sunday and holidays) 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 Family Court work days Monday through Friday.

Section 4.

Each grievance shall have to be initiated within ten (10) days (excluding Saturday, Sunday and holidays) 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 ten (10) days (excluding Saturday, Sunday and holidays) 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

New employees may acquire seniority by working six (6) continuous months, in which event the employee's seniority will date back to date of hire into the Court, excluding time worked outside the Court with the exception noted below. When the employee acquires seniority, their name shall be placed on the seniority list, in the order of their seniority date.

Exception. For employees hired or transferred to the Court prior to 1/1/90, seniority for purposes of establishing layoff priority shall include the total time period in which the employee performed work within Probate Court, Children's Village, and Camp Oakland prior to 1/1/90. This combined seniority can be utilized during the period of any layoff as described in Article XII (a).

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee 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 (3) 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 or she gives a written notice to the Employer of their 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 the 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 reverse order of their seniority, based on capability of performing available jobs and shall be recalled in the order of their seniority.
- (b) The Court agrees to notify the Union and its Council 25 when the employer's decision is made of any anticipated layoff. Such notification will occur within ten (10) working days of reaching the layoff decision.
- (c) Right to recall shall be limited to the length of the employee's service, with a minimum of six (6) months and a maximum of three (3) years.
- (d) If and when an employer is permanently transferred to another division in or out of 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 they shall have as their seniority date the seniority date they had at the time of the transfer.

XIII. TEMPORARY CHANGE OF RATE

When an employee's temporary assignment includes taking over the ultimate responsibilities inherent in a higher level job, the base salary for the classification assigned will be paid to the employee during the period the employee is required to work in the higher classification. In the event the base rate of the higher classification is lower than the employee's regular rate of pay, the employee will be paid the next higher step that provides an increase over his/her regular rate.

This provision shall not be applied to a temporary assignment that shall last in excess of 30 days. In such instances, the provisions of Merit Rule 4.10 regarding Temporary Change of Rate shall be followed.

XIV. PROMOTIONS

- (a) Promotions made within the bargaining unit shall be carried out in a manner consistent with the provisions of the Oakland County Merit System.
- (b) Any opportunity for possible promotion within the bargaining unit shall be posted. Notice will be sent to the Local Union President or his/her designee for posting on the Union bulletin board.
- (c) All employees represented by this bargaining unit who meet the minimum qualifications shall have the opportunity to apply.

XV. GENERAL CONDITIONS

Section 1.

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

Section 2.

The re-employment 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 Family Court, 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 Systems.

Section 4.

When any position not listed on the wage schedule is established, the Employer 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 issues as a grievance through the grievance procedure within a sixty (60) day period from the date of the Court's written notification to the President of Local 2437 that the position has been established.

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 unit 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 (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 conference.

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 examination, in accordance with the above provision, shall be paid one-half by the employee and one-half by the Employer. 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 to 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 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 (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 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.

Section 11.

Overtime eligibility status for all Youth & Family Caseworker I & II, Youth Assistant Caseworker I & II and Court Service Officer I & II will be non-exempt. They shall be excluded from the provisions of Merit Rule 2.10.1.2.

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, September 30, 2009. 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 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.

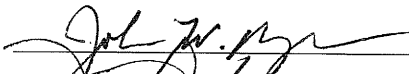
In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

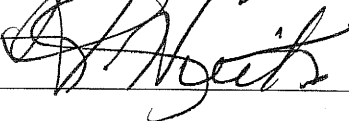
It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the Oakland County Family Court.

The Union recognizes the right and duty of the Family Court to operate and manage its jurisdiction of the Oakland County Family Court.

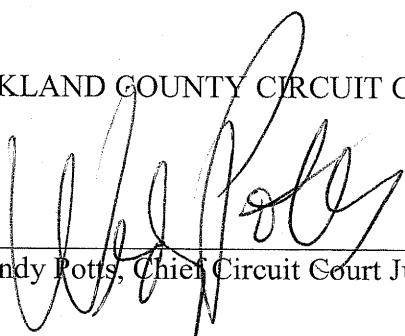
The Union recognizes the right and duty of the Family Court to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions and statutes and such Constitutional provisions and statutes shall take precedence over any conflicting provisions which might be contained 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 .

COUNTY AND MUNICIPAL EMPLOYEES
METROPOLITAN COUNCIL NO. 25
AFL-CIO, LOCAL 243



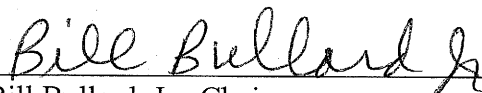


OAKLAND COUNTY CIRCUIT COURT



Wendy Potts, Chief Circuit Court Judge

OAKLAND COUNTY BOARD OF COMMISSIONERS



Bill Bullard, Jr., Chairperson

CIRCUIT COURT/FAMILY COURT

APPENDIX A

BI-WEEKLY SALARIES –FY 2008

The following merit bi-weekly salary schedule shall prevail for the pay period beginning September 29, 2007:

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>1YEAR</u>	<u>2YEAR</u>	<u>3YEAR</u>	<u>4YEAR</u>	<u>5YEAR</u>	<u>6YEAR</u>
Account Clerk I	1102.43	1169.04	1235.75	1302.47	1369.17	1435.96	
Account Clerk II	1222.84	1296.82	1370.81	1444.65	1518.74	1592.53	
Case Management Coord	1478.29	1567.38	1656.72	1746.03	1835.27	1924.47	
Cashier	1102.43	1169.04	1235.75	1302.47	1369.17	1435.96	
Clerk	906.98	963.95	1024.52	1085.31	1145.99	1206.78	1267.28
Court Service Officer I	1222.84	1296.82	1370.81	1444.65	1518.74	1592.53	
Court Service Officer II	1344.32	1425.43	1506.75	1587.91	1669.23	1750.40	
Deputy Register I	1160.92	1234.01	1301.34	1371.52	1441.67	1511.97	
Deputy Register II	1235.07	1309.79	1384.52	1459.10	1533.93	1608.46	
General Clerical	896.52						
Office Assistant I	1004.45	1066.43	1128.47	1190.49	1252.66	1314.74	
Office Assistant II	1102.43	1169.04	1235.75	1302.47	1369.17	1435.96	
Office Leader	1222.84	1296.82	1370.81	1444.65	1518.74	1592.53	
Court Reporter I	1520.46	1612.11	1704.17	1795.87	1887.90	1979.50	
Court Reporter II	1671.70	1772.60	1873.39	1974.51	2075.37	2176.09	
Secretary I	1160.92	1231.01	1301.34	1371.52	1441.67	1511.97	
Youth & Fam Caswkr I	1592.84	1688.80	1785.09	1881.10	1977.17	2073.44	
Youth & Fam Caswkr II	1839.47	1950.46	2061.32	2172.52	2283.48	2394.56	
Youth Asst Casework I	1592.84	1688.80	1785.09	1881.10	1977.17	2073.44	
Youth Asst Casework II	1839.47	1950.46	2061.32	2172.52	2283.48	2394.56	

CIRCUIT COURT/FAMILY COURT

APPENDIX A

BI-WEEKLY SALARIES FY2009

Employees represented by this bargaining unit shall be entitled to receive the same general salary increase as approved by the Oakland County Board of Commissioners to take effective in Fiscal Year 2009 for non-represented employees. Adjustments, if any, shall be applied at the same time and in the same manner as applied to the non-represented group.

Deputy Register II shall receive an additional 1% effective with the first pay period of Fiscal Year 2009.

CIRCUIT COURT/FAMILY COURT EMPLOYEES

APPENDIX B

I

For the following fringe benefits, refer to the Oakland County Merit System Rule Book:

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 Merit System Rule Book.

II.

- (a) Employees required to drive their personal vehicle on official Family Court business shall receive mileage reimbursement in accordance with the current IRS rate.
- (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

The following positions shall be considered permissible equivalents:

- (1) Clerk and Office Assistant I and Office Assistant II
- (2) Youth & Family Caseworker I & Youth & Family Caseworker II
- (3) Youth Assistance Caseworker I & Youth Assistance Caseworker II
- (4) Court Service Officer I and Court Service Officer II
- (5) Deputy Register I & Deputy Register II
- (6) Court Reporter I and Court Reporter II

No vacancy must exist at the “II” level for the employer to promote an employee who has completed the top of the “I” salary range and who the employer has determined is satisfactorily performing the job.

V

Effective 1/1/95 the flexible benefit plan, as adopted by the Board of Commissioners and in effect for non-represented employees as of 1/1/95, shall be implemented for employees represented by this bargaining unit.

Effective 1/1/95 the Preferred Provider Prescription Drug Plan as adopted by the Board of Commissioners and in effect for non-represented employees as of 1/1/95, shall be implemented for employees represented by this bargaining unit.

Effective 1/1/95 the Defined Contribution Retirement Plan as adopted by the Board of Commissioners and in effect for non-represented employees as of 1/1/95, shall be implemented for employees represented by this bargaining unit.

FRINGE BENEFITS: 2008- 2009

The employees represented by this bargaining unit shall have health care benefit contributions as provided for in Misc. Resolution # 06114 effective with the execution of this agreement for 2008. For calendar year 2009, these employees shall have the same health care contribution increases as the general non-represented employees, applied at the same time and in the same manner.