

MEMORANDUM OF AGREEMENT

This agreement is entered into on this _____ day of _____, 2010, between the County of Oakland and the Teamsters Local 214 (Oakland County Sheriff's Office Correctional Health Nurses.) The parties agree to extend the provisions of the 2007-2010 collective bargaining agreement through September 30, 2011, with the following exceptions:

The bi-weekly salary schedule shall decrease by 1.5% effective with the pay period beginning September 25, 2010. Should there be no wage reduction for the general, non – represented employee group or should their salary rates be reduced by a percentage less than 1.5%, members of this bargaining unit shall have their wages affected in a similar manner.

	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 year</u>	<u>5 Year</u>
Corrections Health Nurse	1756.72	1854.83	1952.73	2050.89	2148.87	2246.93
Licensed Practical Nurse	1142.33	1211.22	1280.35	1349.40	1418.53	1487.68

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

Beginning Fiscal Year 2011, the retention bonus will be eliminated.

The following language is added to Article VI –Seniority:

“Bargaining unit seniority is defined as time spent working in a Union represented classification. It shall be used for granting leave requests, holiday assignments and shift assignments.

Should an employee be transferred/promoted out of the bargaining unit, he/she shall cease to accrue bargaining unit seniority; however, should the employee return to the to the bargaining unit within 180 days, seniority shall be counted as if the employee never left the bargaining unit. Employees returning to the bargaining unit after 180 days shall have forfeited all prior bargaining unit seniority.”

The parties further agree that vacancies as a result of an employee being off on short-term/long-term disability shall be offered to bargaining unit members prior to a temporary employee.

The collective bargaining agreement shall only be modified as indicated in this memorandum of agreement.

TEAMSTERS LOCAL 214

COUNTY OF OAKLAND

Bill Bullard, Jr., Chairperson
Board of Commissioners

Michael Bouchard, Sheriff

L. Brooks Patterson, County Executive

THE COUNTY OF OAKLAND

AND

TEAMSTERS, STATE, COUNTY, AND MUNICIPAL WORKERS LOCAL 214
(Corrections Health Nurses)

Collective Bargaining Agreement

2007 - 2010

AGREEMENT

This agreement is made and entered into on this 6TH day of MARCH, 2008, by and between the Oakland County Board of Commissioners and the Oakland County Executive, hereinafter referred to collectively as the "Employer" and Teamsters, State, County, and Municipal Workers Local 214 affiliated with the International Brotherhood of Teamsters and the union's affiliate the Oakland County Correctional Health Nurses, 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. All references to the feminine in this agreement shall apply equally to the masculine and vice versa.

I. RECOGNITION

The Employer recognizes the Union as the exclusive representative of the following employees, 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 regular full-time Registered Nurses and Licensed Practical Nurses of the Oakland County Health Division, Jail Health Program, excluding supervisors and all other employees.

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.

III. DUES CHECK-OFF

(a) The Employer agrees to deduct the Union's 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 the succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement 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 he/she is no longer a member of the bargaining unit. Voluntary withdrawal from payroll deduction of union dues may only occur during the period of December 16 through December 31 of the last year of this agreement.

(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.

(d) In the event that any other represented unit, other than a unit containing employees eligible for Act 312 Police/Fire Compulsory Arbitration or employees whose designated employer is other than the Oakland County Executive, 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.

IV. GRIEVANCE STEWARDS

Section 1.

There shall be one Union Steward for each shift, one of whom shall be designated Chief Steward. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this agreement and to attend special conferences.

Union Stewards will be permitted to leave 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. Permission for Union Stewards to leave their work will not be unreasonably withheld. Union Stewards will report their time to their 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 they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

Section 2.

Should any Union Steward position become vacant, the Union agrees to fill the vacancy as soon as possible and then notify the Employer within five (5) working days of the position being filled.

Section 3.

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 authority of the individual representative of the Union with which it may be dealing.

V. GRIEVANCE PROCEDURES

A grievance shall be defined as a written dispute, claim or complaint arising under and during the term of this Agreement or any extensions of this Agreement and filed by an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

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 her problem or grievance to the attention of her immediate supervisor, with or without her Union Steward within ten (10) calendar days of the occurrence. The immediate supervisor shall attempt to resolve the grievance informally. Dismissals, suspension, demotions, and disciplinary actions of any type shall only be subject to the grievance procedure herein and shall not be subject to the Personnel Appeal Board.

Step 1.

If the grievance is not settled informally, it shall be discussed with the Union Steward and shall be reduced to writing, signed by the grievant, and submitted to her immediate supervisor within five (5) working days of the informal discussion.

Step 2.

The written grievance may be discussed between the Union Steward and the immediate supervisor if so desired. If a discussion is held, the grievant may attend if she so desires. The supervisor will attempt to adjust the matter and will give a written decision to the Union Steward with a copy to the employee within ten (10) working days of receipt of the written grievance.

Step 3.

Any grievance not settled at Step 2 may be submitted to the next step of the grievance procedure - Step 3. Step 3 shall consist of a grievance committee meeting. There shall only be one Union Steward present at the grievance committee meeting. This representative may be assisted by a representative of the Teamsters. A grievant may be present during all or a portion of a Grievance Committee Meeting by mutual agreement of the parties without loss of pay. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within five (5) working days of the immediate supervisor's written decision, shall be considered dropped. The Employer will give a written decision to the Union Steward with a copy to the employee within fifteen (15) working days of such meeting.

Step 4.

Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration. The request for arbitration must be submitted to the Employer within ninety (90) working days of the Employer's written response to the Grievance Committee Meeting - Step 3. The grievance upon which Arbitration has been demanded shall be referred to one of the following Arbitrators in accordance with the date of the written grievance, the oldest grievance being referred first:

1. John Coyle
2. Richard Kanner
3. Keith Groty

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, 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. Expenses for arbitration shall be borne equally by both parties.

Any grievance not appealed, from a decision in one of the steps 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 specified time limits, the grievance shall be automatically advanced to the next step with the time limit for exercising and appeal commencing with the expiration of the grace period for answering. In computing days under the grievance and arbitration procedures, Saturday, Sunday, and holidays shall be excluded.

VI. SENIORITY

New employees to the unit 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 Division. When the employee acquires seniority, his/her name shall be placed on the seniority list, in the order of his/her seniority date.

An up-to-date seniority list shall be furnished to the Union Business Agent and the Chief Steward every six (6) months.

An employee shall lose his/her 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) 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.

VII. LAYOFF AND RECALL

Section 1.

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 (least senior first), with the LPN's being laid off before GSN's and shall be recalled in the inverse order with the LPN's being recalled last (after GSN's have been recalled). All employees so laid off shall be offered the opportunity of recall for a period equal to their length of service, but not to exceed two (2) years, prior to the hiring of any new employees. An employee being recalled to work shall have at least three (3) working days written notice before the employees must report to work. A certified letter sent to the employee's last known address shall constitute proper notice.

Section 2.

The Chief Steward, for the term of their office, shall be considered as having more seniority than any other bargaining unit employee for the purpose of layoff and recall only.

VIII. 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.

When any position not listed on the wage schedule is established, the County shall designate a job classification and rate structure for the position. In the event that the Union does not agree that the classification is proper, it shall have the right to submit the issue as a grievance through the grievance procedure within a three (3) month period.

Section 3.

Special conferences for important matters may be arranged at a mutually convenient time between the Union representative and the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and no more than two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda for the matters to be taken up at the meeting shall be presented at the time the conference is requested.

A special conference shall be scheduled within ten (10) working days after the request is made to be held at a future date mutually agreed upon.

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 special conferences.

The Employer shall respond in writing to the Union within fifteen (15) working days following the Special Conference.

Section 4.

The Employer shall assign space on a bulletin board in the Jail Health Clinic which shall be used by the Union for posting notices bearing the written approval of any elected officer of the Union, which shall be restricted to:

- a. Notices of Union meetings

- b. Notices of Union elections
- c. Notices of results of Union elections and Union appointments
- d. Notices of Union recreational and social affairs
- e. Other notices of bonafide Union affairs, which are not political or libelous in nature

Section 5.

The County will guarantee a minimum of two (2) hours work or pay at the employee's applicable rate to an employee who has checked out, gone home and is then called out for additional work. Should an employee be called out on a leave day, he/she shall be entitled to three (3) hours work or pay at the employee's applicable rate. Call-outs must be non-contiguous to the employee's regular shift.

Section 6.

The Employer shall establish a policy regarding "scheduling". The scheduling policy will address annual leave requests, the posting of holiday assignments and shift preference requests. The Employer will meet and confer with the Union prior to implementing changes to the scheduling policy.

Section 7.

The Employer will offer overtime to represented employees before offering overtime to part-time, non-eligible employees.

IX. ADOPTION BY REFERENCE OF 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 Employee's Handbook, except those excluded by this agreement, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

X. ECONOMIC MATTERS

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

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 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 such persons shall immediately cease the offending conduct. Individual employees or groups of employees who do instigate, aid, condone, or engage in a work stoppage, slowdown or strike or any conduct specified above may be disciplined or discharged in the sole discretion of the Employer.

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

XII. HOLIDAY LEAVE

Effective with the ratification of this agreement, the provisions of the Oakland County Merit System in the Oakland County Employee's handbook concerning holidays, holiday pay, premium

pay on holidays, and overtime on holidays, shall not apply to members of the bargaining unit with respect to President's Day, Veteran's Day and Memorial Day.

Effective the first pay period following December 1 of each year, bargaining unit members shall receive five (5) days of holiday leave. Employees hired after December 1 shall receive one (1) day of holiday leave each quarter based on the following schedule:

December 1 – February 28 = 1st quarter

March 1 - May 31 = 2nd quarter

June 1 – August 31 = 3rd quarter

September 1-November 30 = 4th quarter

EXAMPLE: An employee hired on May 1 would receive three (3) days of holiday leave for that annual period.

Employees separating from County service or leaving the bargaining unit for other reasons shall be entitled to one (1) day of holiday leave for each quarter annual period or part thereof between their date of separation or leaving the bargaining unit and the prior December 1 (i.e., an employee separating or leaving the bargaining unit June 1 would be entitled to three (3) days of holiday leave for that annual period).

Should a separating employee have used more holiday leave at the time of separation or leaving the bargaining unit than they would be entitled in accordance with the above formula, the employer will subtract from the employees annual leave bank the number of days used in excess of those earned.

Employees separated from county service or leaving the bargaining unit shall be paid for their unused accumulation of Holiday Leave at the salary rate the employee is being paid on his or her last day of actual work in the bargaining unit. This payment shall be at the employee's straight time rate.

Scheduling and use of holiday leave shall be subject to the following restrictions:

- (1) Holiday leave shall be used and scheduled in the same manner as annual leave.
- (2) Employees may not accumulate holiday leave from one year to the next year.

Employees shall be paid for any unused holiday leave for the period December 1 to November 30 on the first payday following the end of the pay period which includes November 30. Payment for unused holiday leave shall be at the employee's straight time rate of pay on November 30.

- (3) The one floating holiday which all employees have enjoyed in the past will not be subject to the above regulations, but will continue to be governed by the provisions of Merit Rule 26.1.2.

XIII. DURATION

This Agreement shall remain in full force and effect from October 1, 2007, to midnight, September 30, 2010. 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 September 30, 2010, 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 the 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 for continued application.

TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

Thomas J. Matthews

ALL 67.

County of Oakland, a Michigan
Constitutional Corporation

By: Bill Bullard Jr
Bill Bullard, Jr., Chairperson

Michael Bouchard
Michael Bouchard, Sheriff

OAKLAND COUNTY EXECUTIVE

L. Brooks Patterson
L. Brooks Patterson

Corrections Health Nurses

APPENDIX A

I

A. BI-WEEKLY WAGES - FY 2008

The following bi-weekly salary schedule shall become effective September 29, 2007:

	<u>Base</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 year</u>	<u>5 Year</u>
Corrections Health Nurse	1811.09	1912.24	2013.17	2114.37	2215.38	2316.48
Licensed Practical Nurse	1177.69	1248.71	1319.98	1391.17	1462.44	1533.73

BI-WEEKLY WAGES - FY 2009

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 effect during fiscal year 2009 for the general non-represented employees. Adjustments, if any, shall be applied at the same time and in the same manner as applied to the general non-represented group.

BI-WEEKLY WAGES - FY 2010

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 effect during fiscal year 2009 for the general non-represented employees. Adjustments, if any, shall be applied at the same time and in the same manner as applied to the general non-represented group.

RETENTION BONUS: Retention bonus shall be paid to employees eligible for this benefit in accordance with the following schedule:

October 2008 -	\$1,000
October 2009 -	\$1,000
October 2010 -	\$500

Employees hired during calendar year 2006 will not be eligible for the 2008 retention bonus.

Employees hired during calendar year 2007 will not be eligible for the 2008 and the 2009 retention bonus.

New hires (excluding transfers) in 2008, 2009 and 2010 are not eligible for the retention bonus.

B. LAB COATS

Bargaining unit employees will be provided Lab-Coats in a manner similar to that utilized elsewhere in the Health Division.

HEALTH PROGRAM NURSES

APPENDIX B

I

For the following fringe benefits, refer to the Oakland County Employee's Handbook:

1. Injury on the Job
2. Holidays
3. Leave of Absence
4. Death Benefits
5. Longevity
6. Medical and Master Medical Coverage
7. Sick Leave
8. Retirement
9. Annual Leave
10. Income Continuation Coverage
11. Dental Coverage
12. Tuition Reimbursement

BENEFITS 2008:

Effective with the execution of this agreement employees hired prior to 05/31/2003, bi-weekly healthcare contributions shall be:

	1 Person	2 Person	Family
Traditional BC/BS*	\$33	\$57	\$63
PPO	\$20	\$42	\$50
Point of Service	\$16	\$32	\$38
CMM**	\$ 4	\$10	\$16
HAP***	\$33	\$57	\$63

BENEFITS 2009:

Effective January 1, 2009, employees hired prior to 05/31/2003, bi-weekly healthcare contributions shall be:

	1 Person	2 Person	Family
Traditional BC/BS*	\$52	\$89	\$94
PPO	\$32	\$65	\$75
Point of Service	\$26	\$52	\$60
CMM**	\$ 8	\$20	\$32
HAP***	\$52	\$89	\$94

*No longer open for new enrollment.

**CMM is also increased for employees hired on or after 5/31/03

***Only available for employees hired prior to 5/31/03

BENEFITS 2010: Employees represented by this bargaining unit shall be entitled to receive the same general benefits and be subject to the same benefit modifications as approved by the Oakland County Board of Commissioners to take effect during the calendar year 2010 for the general non-represented employees.

II

Effective with the execution of this agreement, employees required to drive their personal vehicle on official County business shall be reimbursed for miles traveled at the rate equivalent to the IRS mileage rate.

Shift Differential:

Effective with the execution of this agreement, employees covered by this bargaining unit will receive \$1.00 (one dollar) per hour for all hours worked on an eligible shift.