

THE COUNTY OF OAKLAND

AND

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

Collective Bargaining Agreement

2010 - 2013

## **AGREEMENT**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the County of Oakland (hereinafter referred to as the “Employer”) and the Governmental Employees Labor Council (hereinafter referred to as the “Union”).

### **I. RECOGNITION**

The Employer recognizes the Union as the exclusive representative of the following employees of the Oakland County Children’s Village 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 Act 379 of Public Acts of 1965.

All full-time employees of the Oakland County Children’s Village, excluding all confidential and supervisory employees.

### **II. PURPOSE AND INTENT**

The general purpose of this 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, or in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs.

The masculine pronouns and relative works herein used shall be read as if written in plural and feminine, if required by the circumstances and individuals involved, and is not intended to be discriminatory in any fashion.

### **III. MANAGEMENT RIGHTS**

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 operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

### **IV. 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 Employees' Handbook, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

## **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 group or organization 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 is no longer a member of the bargaining unit.

(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.

**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, 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 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 for each shift. Stewards must come from the shift they represent.

Stewards will be released from their work, after obtaining approval of their respective supervisors and recording their time, only for the purpose of adjusting grievances in accordance with the grievance procedure 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 Bargaining Unit President or Chief Steward, or both, upon sufficient notice to the Employer, may substitute for a member or members of the Grievance Committee. A representative of G.E.L.C. may be included in the Union's grievance committee should the Union deem it necessary.

The Employer shall meet whenever necessary, at a mutually convenient time, with the union/County grievance committee. The purpose of union/County 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 Employer agrees to recognize one committee representing all employees of the bargaining unit, such committee shall be composed of not more than two (2) members selected by the Union and certified in writing to the Employer. The Bargaining Unit President may participate as an additional member of the bargaining committee.

### **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 his problem or grievance to the attention of his immediate supervisor, with or without his Union Steward, and an attempt will be made to resolve the grievance informally. In the event the steward is called, he shall be released from his duties as soon as possible, and in any event, no later than the beginning of his shift the next day. The supervisor, the employee and the steward shall meet simultaneously in an attempt to resolve the matter. Suspensions, demotions, and disciplinary actions of any type shall not be subject for the grievance procedure and shall be processed in accordance with the procedures of the Oakland County Personnel Appeal Board. Dismissals are to be heard only by an arbitrator.

#### Step 1

If the grievance is not settled informally between the employee and his immediate supervisor, the employee shall have the right to discuss the grievance with his 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 of the incident given rise to the grievance. The written grievance must be signed by the employee and his steward and receipt acknowledged by the employee's immediate supervisor.

#### Step 2

The department will give its written reply within ten (10) days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

#### Step 3

Any grievance not settled at Step 2 may be submitted to the Grievance Committee within five (5) days 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 ten (10) days shall be considered dropped. A meeting on the grievance shall be scheduled by the Grievance Committee within ten (10) days (excluding Saturdays, Sundays 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 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:

Mario Chisea

William Daniel

Paul Glendon

George Roumel, Jr.

Benjamin Wolkinson

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 of answering.

### Section 3

All specified time limits herein shall consist only of County workdays Monday through Friday.

### Section 4

Each grievance shall have to be initiated within ten (10) days of each occurrence of the cause for 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 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 restrict 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**

## Section 1

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.

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 (3) consecutive working days without properly notifying the Employer, unless a reason satisfactory to the Employer 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 gives a written notice to the Employer of his 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 an employee who has given notice but fails to return within the five (5) day period. Notice of recall shall be by Certified Mail-Return Receipt Requested and mailed to the employee's last know address.
- (f) Employees shall not acquire seniority during periods of Leave of Absence for educational leave for bidding process and days off.

## Section 2

Shift preference will be granted at Children's Village on the basis of seniority, within the classification, provided the employee meets the qualifications for the vacancy.

Vacancies created by employee separation, promotion, or transfer out of Children's Village shall be subject to seniority bidding. The Employer shall determine assignments based on the needs of Children's Village.

### **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 order of their seniority.

(b) The Employer will endeavor to notify the Union at such time as the Employer anticipates the laying off of employees represented by this bargaining unit.

### **XIII. TEMPORARY CHANGE OF RATE**

In cases in which an employee's temporary assignment includes taking over the ultimate responsibilities inherent in a higher level job and the temporary assignment is for more than thirty (30) consecutive working days, the base salary rate for the classification assigned will be paid during the period the employee is required to work in the higher class, retroactive to the day in which the temporary assignment began. In the event the base rate of the higher class is lower than the employee's regular rate, the employee will be paid at the next higher step over their regular rate.

### **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 discussions 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 County 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 System.

### **Section 4**

When any position not listed on the wage schedule is filled or established, the County 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 issue as a grievance through the grievance procedure within a sixty (60) day period.

#### 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 this unit.

#### 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 twenty-four (24) hours in advance, and the conference shall be scheduled 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 the G.E.L.C. may attend the special conference.

#### Section 7

Any employee required to work overtime which is not contiguous to the employee's regular work schedule shall be entitled to a minimum of two (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 8

Once the holiday schedule is posted, employees will not be removed from the schedule without mutual agreement except under exigent circumstances as determined by the Employer.

#### Section 9

All Children's Village Case Coordinator I and II will be paid at the overtime rate when the total hours worked in their regular work week exceeds 40. They will be excluded from the provisions of Merit Rule 2.10.1.2.

#### Section 10

The employer has established a "Quarterly Master" system for the appropriate disbursement of County recognized uniform items for Children's Village employees.

#### Section 11

Shelter Care shall be a separate assignment and will be determined by Management as vacancies occur. Selections may be made from those employees providing notice of interest. Vacancies may also be filled with new hires and/or PTNE. If employee is denied vacancy bid to Shelter Care he/she may request to meet with Management in a special conference.

### **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. HOLIDAY LEAVE**

Effective December 1, 2010, 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 Youth Specialist I and II, First Cooks, Second Cooks, and General Staff Nurses with respect to President’s Day and Veteran’s Day.

Effective the first pay period following December 1 of each year, bargaining unit members shall receive three (3) days of holiday leave. Employees hired after December 1 shall receive one (1) day of holiday leave every four (4) months based on the following schedule:

- December 1 - March 31 = 3 days of holiday leave
- April 1 - July 31 = 2 days of holiday leave
- August 1 - November 30 = 1 day of holiday leave

EXAMPLE: An employee hired on May 1 would receive two (2) 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 have their holiday leave, or part thereof, paid off between their date of separation or leaving the bargaining unit and the prior December 1 based on the following schedule:

- December 1 - March 31 = 1 day of holiday leave
- April 1 - July 31 = 2 days of holiday leave
- August 1 - November 30 = 3 days of holiday leave

EXAMPLE: An employee separating or leaving the bargaining unit February 1 would be entitled to be paid off for one (1) day of holiday leave for that annual period.

Should an 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 formulas, the employer will subtract from the employee's 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 employees 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.

#### **XVIII. ECONOMIC MATTERS**

Wages and fringe benefits are attached hereto as Appendix A and Appendix B.

#### **XIX. 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.

**XX. SAVINGS CLAUSE**

The Union recognizes the right and duty of the County of Oakland and the Children's Village 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 conflict 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 thereby.

**XXI. DURATION**

This agreement shall remain in full force and effect until midnight, September 30, 2013. 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 (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.

Governmental Employees  
Labor Council

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COUNTY OF OAKLAND, a Michigan  
Constitutional Corporation

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Bill Bullard, Jr., Chairperson  
Board of Commissioners

Oakland County Executive

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L. Brooks Patterson, County Executive

## CHILDREN'S VILLAGE EMPLOYEES

### APPENDIX A

#### FY 2011 BI-WEEKLY SALARIES

The following merit bi-weekly salary schedule shall prevail for the period beginning the first pay period after the execution of this agreement:

<u>Classification</u>	<u>Base</u>	<u>1 Year</u>	<u>2Year</u>	<u>3Year</u>	<u>4Year</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	
Child Village Intake Clerk	1126.07	1194.09	1262.27	1330.35	1398.39	1466.58	
Clerk	879.75	935.01	993.77	1052.73	1111.58	1170.55	1229.23
First Cook	1015.29	1076.78	1138.33	1199.72	1261.22	1322.78	
General Clerical	869.61						
General Staff Nurse	1756.72	1854.83	1952.73	2050.90	2148.87	2246.93	
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	
Second Cook	935.00	993.77	1052.73	1111.58	1170.55	1229.23	
Secretary I	1126.07	1194.09	1262.27	1330.35	1398.39	1466.58	
Children's Village Case Coord. I	1545.02	1638.10	1731.51	1824.62	1917.81	2011.19	
Children's Village Case Coord. II	1749.94	1855.52	1960.99	2066.79	2172.34	2278.01	
Youth Specialist I	1149.43	1219.07	1288.69	1358.16	1427.63	1497.30	
Youth Specialist II	1247.72	1323.10	1398.52	1473.90	1549.35	1624.62	

**FY 2012**

Wage re-opener.

**FY 2013**

Wage re-opener.

**CHILDREN'S VILLAGE EMPLOYEES**

**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/Personal Leave
8. Retirement
9. Annual Leave
10. Income Continuation Coverage
11. Dental Coverage
12. Tuition Reimbursement

**II**

(a) Effective with the execution of this agreement, employees required to drive their personal vehicles on official County 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

Any improvement in the shift differential bonus applied to non-represented employees during the term of the agreement which exceeds the rates currently paid to these represented employees shall be applied to members of this bargaining unit at the same time and in the same manner as applied to the non-represented employees.

### IV

Furthermore, with the execution of this agreement, employees represented by this bargaining unit shall have bi-weekly health care contributions, as set forth in Misc. Res.

# 07216 as follows:

Employees hired prior to 5/31/03:

	Single	2 Person	Family
PPO	\$32	\$65	\$75
POS	\$26	\$52	\$60
CMM	\$ 8	\$20	\$32
HAP	\$52	\$89	\$94
TRAD	\$52	\$89	\$94 (no longer open for new enrollment)

Employees hired on or after 5/31/03:

PPO	No Change		
POS	No Change		
CMM	\$ 8	\$20	\$32

Medical, Dental and Optical re-opener.

**Benefits 2013**

Medical, Dental and Optical re-opener.

**V**

Children's Village management continues to be interested in maintaining an overtime policy that both meet the needs of the Village management and its employees. As such, management agrees to meet, upon request of the union to discuss any concerns that may arise with the overtime.