

A RESOLUTION APPROVING THE AGREEMENT WITH AFSCME LOCAL 3052 (ALL UNITS) AND WASHTENAW COUNTY FOR THE THREE YEAR PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

WASHTENAW COUNTY BOARD OF COMMISSIONERS

February 18, 2009

WHEREAS, beginning in February 2007, Administration and Human Resources / Labor Relations brought to the Board of Commissioners an overview of the collective bargaining process, including the status and process for negotiations with those labor union contracts which were set to expire 12/31/2007; and

WHEREAS, on April 4, 2007, May 25, 2007, June 13, 2007, and on September 20, 2007, the Washtenaw County Board of Commissioners provided their approval of a recommended strategy for negotiations. Small group discussions were held subsequently with the Board of Commissioners to further discuss and analyze economic parameters; and

WHEREAS, the vision for the process has been "To create a product and process that both the union and management are satisfied with"; and

WHEREAS, the guiding principles that were followed include partnership, engagement, fit with the 10-year financial projections, even application of policy, employee morale, professional approach, measures of success / checkpoints, and communication; and

WHEREAS, the County and the Unions engaged in Interest-Based Bargaining (IBB), which is a process that provides a structure for communication and understanding between the parties; and

WHEREAS, it is clear that the IBB process assisted both parties in building trust, through full-disclosure, and enhancing communication to reach the settlements in the professional manner and timeframe that had been determined; and

WHEREAS, the collective bargaining agreements with AFSCME Local 3052 (all units) expired on December 31, 2007; and

WHEREAS, the Union has ratified an agreement; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, Human Resources, the County Administrator's Office, and the Ways and Means Committee.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the agreement with AFSCME Local 3052 (all units) and Washtenaw County for the period January 1, 2008 through December 31, 2010 as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the Human Resources / Labor Relations Director is authorized to draft a new collective bargaining agreement to be presented and signed by the Washtenaw County Board of Commissioners.

TENTATIVE AGREEMENT

Washtenaw County & AFSCME Local 3052 (all units)

LENGTH OF CONTRACT

2008 – 2010

WAGES

2008	0%
2009	.5%
1/1/2010	1.5%
7/1/2010	1.5%

HEALTHCARE

Active Healthcare –Effective 1/1/09

CORE plan for existing employees is Community Blue PPO1 with \$0/\$30 prescriptions

CORE plan for employees hired 1/1/09 and beyond will be tiered as follows:

First 3 years of employment Community Blue PPO10

Years 4-7 of employment Community Blue PPO2

Years 8+ of employment Community Blue PPO1

Mail Order optional for Maintenance Drugs providing a 1-month co-pay for 3-month supply

Remove Delta Dental affiliation from collective bargaining agreement

Prescription Drugs will be carved out with a 3rd party Prescription Benefit Manager

Retiree Healthcare – for employees hired 1/1/09 and thereafter

Tiered retiree healthcare eligibility / premium share commensurate with years of service. For each year of service, employees shall be credited with 5% employer contribution toward retiree healthcare.

PENSION

All employees will move to the WCERS defined benefit plan effective 1/1/09 with the following parameters:

- FAC3
- 2.0 multiplier
- Vesting of 8 years

Upon movement to the defined benefit plan, all MPPP account balances shall be transferred to the WCERS system. As such, existing employees will transfer to WCERS with their current years of service for credit worked at Washtenaw County. Employee's defined benefit will not be subject to termination through disciplinary action.

Effective 1/1/09, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 1/1/09, the employer shall contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. The employer shall assume the first 2.5% increase up to the 10% cap. If additional contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5%, the parties shall negotiate the adjustments.

Effective for employees hired 1/1/09 and thereafter, implement the Rule of 75 with a minimum age of 55.

Increase WCERS death benefit to \$7,500.

Effective 1/1/09, modify the WCERS Board Structure as follows:

- County Administrator or his/her designee
- Finance Director
- Two (2) Board of Commissioners
- Two (2) Union Employees
- One (1) Employee At-Large

Employee Representatives would be three (3) years staggered terms. Labor Management Team would appoint the first board, staggering the appointments to agree with staggered terms. Regular elections would occur thereafter.

Effective 1/1/09

Employees shall be provided with an 18-month window to purchase prior public service at the current calculation rate (not actuarial rate). For employees that choose to purchase such time, they shall have 18-months to purchase at 0% interest, and an additional 18-month window to complete the purchase at 5% interest on the remaining balance.

Retiree Healthcare Contributions (VEBA) – Effective 1/1/2010

Employees would begin contributing 0.5% toward retiree healthcare with a sunset at 12/31/2010. Employee contributions for VEBA / Retiree Healthcare are held in a trust separate from the official VEBA trust for retiree healthcare use ONLY. At such time the employee retirees, his/her contributions and interest shall be officially deposited in the VEBA trust.

LONGEVITY – Effective for employees hired 1/1/09 and thereafter

<u>Years of Service</u>	<u>% Longevity</u>
8-11	3
12-15	4
16-19	5
20+	6

HOLIDAY

Remove ½ day for Good Friday in exchange for full day off at Christmas Eve and New Year's Eve when they fall between Monday and Friday.

TUITION REIMBURSEMENT – Effective 1/1/09

Decrease to 25% reimbursement for the period of 1/1/09 – 8/31/09.

ME TOO

Washtenaw County is obligated to negotiate in good faith with all collective bargaining units under its employ. As such, tradeoffs of wages and benefits may be discussed and agreed to with other such units as part of the collective bargaining process, and to meet the interest of such groups.

In the event that another employee group within this employer receives a contractual net gain (wages/benefits), parity shall be provided to the AFSCME Local 3052 – Supervisors.

The retirement contribution increases to 7.5% for the defined benefit total are excluded from this Me Too provision. ***The “me too” does not apply to comparison with the Sheriff’s Department.***

LAYOFF & INSURANCE

In the event an employee of AFSCME Local 3052 – Supervisors is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

<u>Years of Service</u>	<u># of Months of Insurance Period:</u>
0 – 5 Years	3 months
6 – 10 Years	5 months
11+ years	6 months

NON-ECONOMIC MATTERS

Housekeeping (1/7/08)

Article – All affected articles

- Change “Corporation Counsel” to “Labor Relations”
- Change “Personnel Office” to “Human Resources”
- Juvenile Center Supervisor’s Contract – Article 5.2 – change last word to “employer”
- Article 58 – first sentence: change “it any” to “if any”
- Article 60(e): change Council 25 address to : “600 W Lafayette, Detroit, MI, 48226
- Appendix D – JCS Contract – numbered incorrectly

Article 23 – General Supervisors Contract (1/7/08)

Working Hours, Shift Premium and Hours

- Change (d) to read “Shift shall not be changed...”

Article – Appendix C – GSC & Appendix D – JCS (8/6/08)

Letters of Understanding

- Add paragraph to the bottom of the appendices to read: “All Extant Letters of Understanding shall be carried forward and incorporated by reference in this Agreement”
- Reduce letters of understanding into writing and include in the formal document
- Review and update all letters of understanding. Discussion to take place at 5/13/08 meeting. Diane will provide copies of LOA’s via email to all negotiation team members.
- Exclude sick time letters of understanding and person specific.

Article 10.9, 10.10 (4/8/08)

Seniority

- Add entire section #9 of the GSC contract to the JCS Contract
- Add entire section of #10 of the GSC contract to the JCS Contract
- Add entire section of #5 of GSC contract to the JCS Contract
- From GSC contract, remove vice-president, secretary and treasurer from Article 10, section 8
- JCS contract – Article 5, section 2, last sentence should read, “The Union shall be provided a copy of each such agreement by the Employer.”

Article 43 – GSC (4/8/08)

Lunchroom or Lunchroom Facilities

- Delete the existing Article 43 and replace with: “The employer agrees to provide an adequate lunch area for all county employees, in all county facilities.”

New Article to GSC & JCS Contracts (4/8/08)

Educational Equivalency

The following shall outline the County’s process for determining qualifications through possession of equivalent education and/or experience. The intent of the equivalency is that through practical experience, coupled with a specific amount of college level education, the applicant would have the knowledge and abilities of completing his/her formal education (e.g., Bachelor’s and/or Master’s level).

A maximum of two (2) years of college level education may be substituted with practical experience. For each year of college level education that is substituted, two (2) years of practical experience shall be required. Therefore, if a job classification indicates that a ***Bachelor’s Degree or equivalent*** is required for a position, as well as one (1) year of experience in a particular area, the following options are available to be deemed qualified:

1. Bachelors Degree in designated field plus one (1) year of specific experience
2. Three (3) years of college level education in designated field plus three (3) years of specific experience

3. Two (2) years of college level education in designated field plus five (5) years of specific experience

The applicant **must** have at least two (2) years of college level education complemented with the necessary practical experience to meet the educational requirement for the position. In addition, the applicant must also meet the experience requirement. It should be noted that the years of practical experience used for meeting the educational requirement are **in addition** to the experience called for in the experience requirement.

New Article to GSC & JCS Contracts (4/8/08)

Flexible Schedules

A workday is defined as a schedule within a program/department (e.g., a 7.5 hour day for a 5-day, 37.5 hour work week; a 9.375 hour day for a 4-day, 37.5 hour work week).

For the purpose of computing absences (sick, vacation, compensatory, personal, jury and funeral time), actual hours of absence shall be reported. Therefore, usage of this absent time will be on an hourly basis:

Examples:

- If an employee who is scheduled to work a 9.375 hour day is ill, said employee will utilize 9.375 hours of sick time for that day.
- An employee who is scheduled for a 5-hour day will use 5 hours of sick time for that day.

Any time a work week is reduced by a County holiday, the employee shall have his/her work week reduced by their defined work day per holiday that pay period.

There will be no overtime compensatory time off for employees except for hours worked in excess of 75 hours in a pay period.

Shortened lunch hours and altered lunch hours will not be undertaken unless negotiated with the Union.

Flex time and schedule changes will not hinder delivery of customer service.

New Article to the GSC contract (4/8/08)

Work Plans

- Work plans provide an objective mechanism to assist an employee and his/her manager in identifying work goals, outcomes and measurers for success consistent with the guiding principles of Washtenaw County, the Business Improvement Process, and the priorities of the Board of Commissioners.
- Work plans shall be prepared on an annual basis, with quarterly reviews of goals and outcomes.
- Work plans shall not result in disciplinary action, not be tied to the yearly evaluation, nor shall they impact promotions or transfers. However, failure to

complete regular job assignments and job duties may be cause for disciplinary action even though regular job assignments and duties appear in the employee's work plan.

Article 17 – GSC, Article 27 – JCS (4/8/08)

Rates for New Jobs

- Remove last two sentences of the second paragraph

Article 13 (4/10/08)

Recall Procedure

- Add the following sentence to the last paragraph: “The employer shall contact the employee in the event of a recall. Notice of recall shall be sent to the employee at their last known address by certified mail, signed by the employee.”
- New paragraph – “The employer, before filling any other positions in the bargaining unit at the same or lesser grade of those that are on layoff, shall give preference to employees who are currently on layoff status and are capable of performing the job duties of the vacancy. When the working force is increased after a layoff, the last employee laid off within a classification shall be the first employee recalled.”

Article 12 – GSC, Article 13 – JCS (4/10/08)

Layoffs

- Article 12 – (d) 1 – Change to read as follows: “All temporary and seasonal employees performing similar or like bargaining unit work within the department shall be eliminated prior to the order of layoff being invoked.
- Article 12 (e) – Time Limit – this should also be added to the JCS Contract
- Article 12 – GSC – add (g) – “For the duration of this contract, in the event an employee of AFSCME Local 3052 is laid-off, the employee shall be provided with health care benefits in accordance with the following schedule:

<u>Years of Service</u>	<u># of Months of Insurance Provided</u>
0 – 5 Years	3 months
6 – 10 Years	5 months
11+ years	6 months

- Article 13 – JCS – add (f) – “For the duration of this contract, in the event an employee of AFSCME Local 3052 is laid-off, the employee shall be provided with health care benefits in accordance with the following schedule:

<u>Years of Service</u>	<u># of Months of Insurance Provided</u>
0 – 5 Years	3 months
6 – 10 Years	5 months
11+ years	6 months

- Article 7 – GSC – Remove number 6: “In the event that a temporary employee...”

Housekeeping – Trial Court (4/10/08)

Court as an Employer

- Adopt the language presented for the JCS contract

- For informational purposes, include as an appendix in the contract the January 21, 2004, Resolution #04-0016 Memorandum of Understanding in the collective bargaining agreements that was in effect at the time that the contract was signed.
- Visit the WCRS ordinance to ensure that the definition of the “employer” includes the trial court

Article 42 - GSC (6/10/08)

On-Call

- On-call or standby refers to work that is pre-assigned or authorized by the department in order to cover operational needs that fall outside the employees regularly scheduled workday and requires the employee to be available for work as the need arises.
- Departments in need of on-call or standby coverage shall provide notification to the Unit Chapter Chairperson at least two (2) weeks prior to requiring on-call or standby staffing. Designated exempt and non-exempt employees shall sign up and be scheduled for on-call activity for a period of one (1) week. Sign up shall be initially on a voluntary basis. However, in the event that additional coverage is needed, scheduling will occur according to reverse-seniority by classification.
- The 3052 supervisors shall be designated on-call throughout the year for a 7-day period (1-week) at a time. While designated on-call or standby, staff will carry a message beeper and/or mobile phone provided by the employer. They shall receive one (1) day (7.5 hours) compensation (cash) at their current hourly rate.
- When it is necessary for staff to report to the worksite, they shall receive a minimum of four (4) hours compensation in accordance with current contract overtime provisions. If they are required to work more than four (4) hours, they shall be compensated in accordance with current contract overtime provisions. Compensation shall begin at the point of receiving the call.
- When designated staff are telephoned at home concerning work-related functions, he/she shall be compensated as follows, in addition to the 7.5 hours on-call compensation:
 - 0 – 15 minutes per activity = 15 minutes compensation
 - 16 – 30 minutes per activity = 30 minutes compensation
 - 31 – 45 minutes per activity = 45 minutes compensation
 - 46 – 60 minutes per activity = 60 minutes compensation
- An activity shall be defined as any action(s) related to a single phone call.

Article 26 – GSC, Article 30 - JSC (6/10/08)

Overtime Work (GSC) / Compensatory Time (JSC)

- **Overtime:** employees shall be compensated for overtime hours at straight time for hours worked in excess of 37.5 hours in a work week. Compensation for overtime shall be paid in the form of compensatory time. Compensatory time accumulated, up to ten (10) days (75 hours), shall be carried over from one (1) calendar year to the next. In the event that special circumstances exist and an employee regularly accrues more time beyond the designed cap, the Union may

request a special conference through Labor Relations to discuss and reach resolution.

- The use of compensatory time will be scheduled at the mutual convenience of the employee and the Department Head. It can be taken in amounts of ½ hour or larger and may be used in connection with vacation, sick, holiday and other approved leaves.
- Should employees have difficulty in utilizing their compensatory time, it shall be a proper subject of a special conference between the Department Head, Human Resources Department and/or designated representative of the Employer and the Union.
- It is agreed that the normal work week for Detention employees shall be eight (8) hours per day, forty (40) hours per week. All hours worked in excess of forty hours per week shall be compensated at the rate of time and one-half (1 ½) in cash or compensatory time at the discretion of the Employer.
- Facilities Management Supervisors: Employees shall be compensated for overtime hours at the rate of straight time. Compensation may be in the form of cash or compensatory time. In the event there is a disagreement regarding the payment method of overtime, the employee shall be paid.

Article 21 - GSC (6/10/08)

Equalization of Overtime

- **Equalization of Overtime:** Scheduled overtime shall be equalized among classification. Unscheduled overtime (e.g., when an employee is designed on-call) shall not be subject to equalization.

New Article (6/10/08)

Reclassification Committee

- **Reclassification Committee:** A committee for reclassification of occupied position in AFSCME Local 3052 was established in 1998 through collective bargaining.
- There shall be an equal number of three (3) representatives from Management and the Union. If a member from one side excuses themselves due to a direct conflict, the other side will also excuse one (1) person, having four (4) person voting.
- Human Resources shall provide staff to the Committee.
- The County Administrator or Chief Judge of the Trial Court shall make tie-breaking decisions, if agreement is not reached by the Committee.
- Persons affected will be invited to the initial meeting for presentation of information where request will be reviewed.
- All information related to the reclassification requests must be shared with the full Committee, including but not limited to:

Initial Information:

- Position Description Questionnaire (PDQ) as submitted
- Existing job description
- Current factoring

After Presentation:

- New recommended factoring
 - Market data detailing complete compensation package
 - Additional relevant information (e.g., supervisor remarks)
-
- Each Committee member will make good faith commitment to consistent and fair process, and keep discussions and information confidential.
 - The Committee will meet monthly or as needed

Article 18 – GSC, Article 21 - JSC (6/10/08)***Temporary Assignment***

- Article 18 – GSC – Remove first paragraph and replace with “Temporary assignments for the purpose of filling vacancies of employees who are on annual leaves (vacation), sick leaves, or any leaves of absence, shall be granted by the Department Head to the senior employee who meets the minimum requirements for such job and causes the least amount of department disruption.
- Remove paragraph (d)

Article 63 – GSC, New Article - JSC (6/19/08)***Employee Performance Evaluations***

- Remove third sentence in the first paragraph: “The Employer is encouraged to evaluate the employee following a written reprimand for the purpose of advising the employee of his progress in the area of reprimand.”
- Add the following: “Evaluations shall not be used for discipline. Evaluations are to be used for measuring job performance. For example, an employee can be disciplined for the content of the document (e.g., failing to turn in reports timely), but not for getting a 3 on an evaluation.”
- Revise the current evaluation document. Subcommittee to be formed with three members from each side, to revise current document and add to the Performance Impact System; to be completed by end of 2008. The Union’s interest is to be able to have fractional scores (e.g., 3.52, 2.15, etc).
- Add the final GSC language to the JCS contract.

Article 11 – GSC, Article 14 - JSC (6/19/08)***Vacancies, Job Postings, Bidding Procedure***

- GSC Article 11, Section 2(c) – Change first sentence to read “If the vacancy is not filled as provided for in section 2.B, it shall be opened up to members of the Juvenile Court Supervisors Unit, and then opened up to all County regular / permanent employees.”
- JCS Unit Article 14, add new section #2: “If the vacancy is not filled from the JCS Unit or Trial Court staff, vacancies shall be opened up to members of Local 3052 General Supervisors Unit before all county regular / permanent employees.” Renumber remaining sections.
- Article 11 GSC & Article 14 JCS – The job posting and job description educational and experience requirements shall be identical.

- GSC Article 11, Section 3, change first sentence to read: “An employee receiving a promotion or transfer within the bargaining unit shall serve a (8) week (3) three month trial period.

Letter of Understanding (7/9/08)

Driver’s License Eligibility Standards

- If a 3052 member reaches a level of seven (7) points on their driving record, a special conference with the union will be held prior to any disciplinary action is imposed.
- If an employee who is supervised by a 3052 member reaches a level of seven (7) points on their license, the supervisor will be allowed to attend any meeting and/or contribute to any discussion regarding disciplinary action.

Letter of Understanding (7/9/08)

Permanent Panel of Arbitrators

- The parties agree to a permanent panel of arbitrators set forth below. These arbitrators will be used on a rotating basis for all grievances that go to arbitration for Local 3052:
 - George T. Roumell, Jr.
 - Mark Glazer
 - Ilkiko Knot
 - Elaine Frost
 - Paul Glendon
- Each party may summarily and without cause, with sixty (60) days notice, strike one of the arbitrators’ names from the agreed-upon list.
- All other terms and conditions of the collective bargaining agreement shall govern.

Article 50 – GSC, Article 29 - JSC (8/13/08)

Tuition Reimbursement

- Reduce the tuition reimbursement rate to twenty-five (25%) for the period of January 1, 2009 through August 31, 2009.

Article 25 – GSC, Article 17 - JSC (8/13/08)

Bereavement Leave

- Change the last sentence in the first paragraph to read: “An additional two (2) bereavement days with pay shall be granted in the event of the death of a spouse, parent, sibling, child, and significant other of the employee or the employee’s spouse.”

Article 15 – GSC, Article 15 - JSC (8/13/08)

Leaves of Absence Without Pay

- The employer shall abide by all provisions of the Family Medical Leave Act. Such unpaid FMLA shall run concurrent with the leaves of absence without pay provisions of the collective bargaining agreement.

- Change title of the article 15 of JCS contract to “Leaves of Absence Without Pay.”
- Child Care Leave—An employee who becomes a parent, either by birth or adoption, **shall** be granted by the Employer a leave of absence of up to six (6) months from the date of birth or adoption. An employee's position shall be held open for six (6) months for him/her while he/she is on child care leave. Life insurance, hospitalization and dental coverage shall be continued with the Employer continuing to pay the full cost of such life insurance, hospitalization and dental coverage (up to six (6) months) as are in effect for the benefit of the employee while on child care leave

Article 1 – GSC (8/13/08)

Recognition – Employees Covered

- Define Supervisory Responsibilities: People who supervise or have supervisory responsibilities in their job description including evaluations, hiring, terminations, and disciplinary action.

Article 37 – GSC, Article 12 - JSC (8/13/08)

Reorganization, Consolidation or Change of Job Content

- Delete existing language and replace with the following: “Should the employer find it necessary in the course of doing business to consolidate or reorganize jobs within this bargaining unit, notice of the proposed consolidation or reorganization shall be the subject of a special conference and management will bargain any changes with the union.
- Notice shall be given to the union in writing at least (30) thirty days prior to implementation.
- No changes shall be made prior to the special conference.
- Any employee(s) moved to a lower classification as a result of a reorganization shall be red-circled at the higher rate.

Article 61 – GSC (8/14/08)

Act of God

- All departments shall have a “fan-out” list to notify all employees when their building is closed. Each department is to follow their process.

Article 27 – GSC, Article 20 - JSC (8/14/08)

Holiday Provisions

- Change ½ day preceding New Year’s Day and ½ day preceding Christmas day to a full day off for each. Good Friday will not be a full working day.
- Remove all outdated paragraphs after the paid holiday listing.
- The two full days occur only when Christmas and New Years fall on a Tuesday, Wednesday, Thursday or Friday.

All other provisions of the collective bargaining agreement apply.