



COUNTY ADMINISTRATOR
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MEMORANDUM

TO: Barbara Levin Bergman
Chair, Ways & Means Committee

FROM: Diane M. Heidt
Human Resources / Labor Relations Director

THROUGH: Robert E. Guenzel
Washtenaw County Administrator

RE: Tentative Agreement – ***AFSCME Local 2733***

DATE: March 5, 2008

Recommended Action:

The Negotiating Team recommends approval of the Resolution approving the Union ratified agreement with ***AFSCME Local 2733***.

Background:

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. 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 subsequently held with the Board of Commissioners to further discuss and analyze economic parameters.

The **vision** for the process has been “***To create a product and process that both the union and management are satisfied with.***” The **guiding principles** that were followed include:

Partnership

Purpose

Right to say “No” ... ensure that everyone is heard

Honesty (full disclosure)

Accountability

Engagement – Communication

Fit with the 10-year Financial Projections

Even Application of Policy

Employee Morale (openness & communication)

Professional Approach (respect & trust)

Measures of Success / Checkpoints

Communication (engagement & employee morale)

Further, the County and the Unions engaged in ***Interest-Based Bargaining (IBB)***, which is a process that provides the following structure for communication and understanding:

Identify **Issues** (problem to be solved)

Focus on **Interests**, not Positions (needs and concerns underlying the issues)

Identify **Options** (alternatives)

Look at **Standards** (Time, \$\$\$, Legality)

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.

The collective bargaining agreement with ***AFSCME Local 2733***, expired December 31, 2007. The bargaining units consists of the following employees:

Unit A: All Washtenaw County professional employees excluding executives supervisors administrative employees presently represented by collective bargaining representatives Circuit, Probate and District Court employees Prosecuting Attorney’s Office, Public Defender’s Office (attorneys and investigators) Corporation Counsel's Office, Human Resources Department confidential employees and those employees mutually agreed to by the Union and the Employer.

Unit B: All Washtenaw County employees excluding executives, supervisors, administrative, professional employees, employees presently represented by collective bargaining representatives, Circuit, Probate and District Court employees, Corporation Counsel's Office, Human Resources, confidential employees and those employees mutually agreed to by the Union and the Employer.

Unit C: All Employees employed by the Circuit Court and Friend of the Court, excluding Supervisors and all other employees.

Family Div – Juvenile Center – All Employees of the Washtenaw County Probate Court-Juvenile Division, with the following exclusions:
1. Supervisory and administrative personnel;
2. Court bailiffs/officers; and
3. Temporary and seasonal employees who are not covered under this Agreement.

Juvenile Detention: All Employees of the Washtenaw County Juvenile Detention, with the following exclusions:
1. Supervisory and administrative personnel;
2. Court bailiffs/officers; and
3. Temporary and seasonal employees who are not covered under this Agreement.

The Union has ratified an agreement.

Discussion:

The terms and conditions of the ratified agreement are set forth in the attachment to the Resolution. The highlights are as follows:

AGREEMENT

Three (3) year contract (2008 – 2010)

WAGES (effective the first day of the payperiod)

2008	0%
1/1/2009	0.5%
7/1/09	\$750 lump sum
1/1/2010	1.5%
7/1/2010	1.5%

RECLASSIFICATIONS – Effective date of BOC authorization

As agreed to in the individual units

ACTIVE HEALTHCARE – Effective 1/1/09

CORE plan for existing employees with by 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 Mandatory 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 services. 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.

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.

Effective 4/1/08 – 12/31/08, reduce the employer contribution to the MPPP by 4.5%.

Effective 4/1/08, increase current WCERS employee contributions to 6% and implement FAC3 for current WCERS employees.

Increase WCERS death benefit to \$7,500.

Effective 7/1/08, 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.

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

LICENSES / CERTIFICATIONS

The employer shall pay the necessary licenses and/or certifications as required as part of the job descriptions.

HOLIDAY – effective 4/1/08

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

Decrease to 25% reimbursement for a 12-month period effective 9/1/08 – 8/31/09. All other tuition reimbursement language remains status quo.

UNION PRESIDENT

The Employer agrees to fund the AFSCME Local 2733 President at 50% (fifty percent) from the general fund. Further, any increase in time for this position will require funding from other organizations.

In the event the position becomes funded at 100%, the parties agree the “home base” of the President will be the position he/she occupied prior to the term in office for purposes of returning to employment full-time within the department at the conclusion of his/her term.

2733 Me Too

Washtenaw County and the Trial Court are 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 AFSCME Local 2733.

The retirement contribution increases to 7.5% for the defined benefit total are excluded from this Me Too provision.

Article 12 Layoff and Insurance

In the event an employee of AFSCME Local 2733 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

There were several other operational non-economic matters agreed to between the parties.

All other provisions of the collective bargaining agreement apply.

Impact on Human Resources:

Reclassifications are within guidelines of factoring system.

Impact on Budget:

The wage adjustments and other benefit modifications have been considered as part of the budget.

Impact on Other County Departments or Outside Agencies:

None

Conformity to County Policies:

Proposed tentative agreement conforms to County policies.

A RESOLUTION APPROVING THE AGREEMENT WITH AFSCME LOCAL
2733 AND WASHTENAW COUNTY FOR THE THREE YEAR PERIOD
JANUARY 1, 2008 THROUGH DECEMBER 31, 2010.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 19, 2008

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 subsequently held 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 agreement with ***AFSCME Local 2733***, expires December 31, 2007; and

WHEREAS, the Union has ratified an agreement.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the agreement with ***AFSCME Local 2733*** 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 Labor Relations Manager 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 2733

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In the event an employee of AFSCME Local 2733 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:

Years of Service	# of Months of Insurance Period:
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Non-Economic Matters

For all Court Contracts (TA'd 10/11/07)

1. Adopt the language presented for both contracts (JC and Unit C) to add the Trial Court as additional Employer.
2. Include as an appendix in both contracts the January 21, 2004, Res. No. 04-0016 Memorandum of Understanding in the Collective Bargaining Agreements that was in effect at the time that the contract was signed.
3. Visit the WCERS ordinance to ensure that the definition of "employer" includes the trial court

Article 11(c), Seniority- (T/A'd 6/21/07)

(c) During the *bi-weekly* orientation program, the Employer shall arrange a period of time for the Union Representative to meet with those employees going through the orientation program. At this time, the Employer shall furnish each employee with a written copy of their job description.

Article 12, Seniority Lists- (T/A'd 9/20/07)

Juvenile Center contract:

E. The Employer will submit a list to the Union monthly of temporary employees and employees on leaves and leaves of absences.

All contracts:

F. Part-time employees hired on or after 1/1/08 shall accrue seniority on a pro-rata basis, commensurate with the percentage time worked.

Article 16, Layoffs- (T/A'd 9/20/07)

(c) **Notice of Layoff.** Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff. The Chapter Chairperson will receive notice at the same time the employee received notice. At the time a layoff occurs, the employee shall be informed of the position, if any, to which he/she would bump. The employee shall respond in writing within three (3) *five (5)* working days to the Employer his/her decision to bump or accept layoff. A lack of notification within three (3) *five (5)* working days shall result in a layoff.

(d)

6. In the event that a temporary employee is employed in a department, an employee, including a probationary employee unless he/she is terminated,

who is to be removed from that department shall have the option of replacing the temporary employee, conditioned upon ability to perform the work available. An employee exercising this option shall become a temporary employee.

Prior to layoff, temporaries within that department will be eliminated before any regular employees are laid off.

**Article 18, Transfers, Promotions, Job Postings and Bidding Procedures-
(T/A'd 9/13/07 & 9/20/07)**

Separate into New Articles #

- (a) If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one year, transfers back to a position within the bargaining unit, he/she shall have his/her original seniority date minus the time he/she was out of the unit. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

Article 18

**TRANSFERS, PROMOTIONS, JOB POSTINGS AND BIDDING
PROCEDURES**

- (a) All vacancies and/or newly-created positions shall be posted by Human Resources within the Department and all County work locations for a period of seven (7) working days, setting forth the job title, rate of pay and description of duties to be performed. Copies of these postings will be forwarded to Union representatives or designated persons, and Chapter Chair of the Unit.
- (b) *In determining the qualifications for filling positions, the Human Resources Director upon consultation with the Department Head may take into account such factors as experience, training and education as applied to the specific vacancy and review of past performance.*
- (c) Employees who are interested in filling a vacancy shall apply for transfer or promotion within the seven (7) working days during which the position is posted. Application shall be filled from:
1. Among the three (3) most senior qualified employees from within the Department *and Unit* having the vacancy. In case of equal qualification, seniority will prevail.
 2. In the event no one within the Department meets the minimum qualifications or applies, the position shall be awarded from the three (3) most senior employees within the bargaining unit who apply and meet the minimum qualifications. In case of equal qualifications, seniority will prevail. In the event no one within the bargaining unit applies or does not meet the minimum qualifications, the position may be awarded without regard to seniority or bargaining unit.

3. *If there are three (3) or more minimally qualified AFSCME applicants with Local 2733, one from this pool will be hired. If the vacant position is within Unit C or JC, then the local pool in this case shall be defined as those two units only.*
 4. *Washtenaw County shall give preference to interested qualified Local 2733 employees who apply for a new or vacant positions prior to considering all other applicants.*
 5. *If less than three (3) AFSCME Local 2733 applicants apply, interviews are opened to all other applicants.*
- (d) Notification of application status for internal union candidates shall be forwarded to the Department Head, Chapter Chair and applicant.

JOB POSTING LOCATIONS

The Employer will provide job posting locations in each building where the Union has employees working. In the event of multiple floor buildings, the Employer shall provide space for job postings on each floor.

- (e) If the vacancy and/or newly-created position is filled from another bargaining unit represented by this Union, that employee shall suffer no loss of seniority with respect to the computation of benefits; but for the purpose of layoff shall be entered at the bottom of the seniority list.
- (f) The employee awarded the position shall be granted a trial period of three (3) months to determine:
1. His/her desire to remain on the job.
 2. His/her ability to perform the job.
- During the three (3) month trial period the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her Steward in writing immediately. In the event the employee disagrees, it shall be proper subject for the grievance procedure.
- (g) The job shall be awarded or denied within three (3) weeks after the posting period. In the event the senior applicant is denied the job, reason for denial shall be given in writing by the Hiring Manager to Human Resources and the Union Chapter Chair at the time the position is filled. If the Union and the employee disagree with the reason, it shall be subject to the grievance procedure. *The grievance filing party shall be the unit where the vacant position belongs. As part of the grievance or hearing, all score sheets will be provided to the Union, including the interview process.*
- (h) *2733 members that receive a promotion into Local 3052, shall be given a three (3) month trial period to demonstrate his/her ability to perform the requirements of the position. During the trial period the employee shall be given all the necessary training, instruction and orientation for the position and shall be allowed to return to their former position upon request. In the event that the 2733 member is denied the 3052 position and the employee disagrees, it shall be subject to the proper grievance procedure. AFSCME*

2733 will be responsible for filing of such grievance on behalf of its member - one grievance will be filed on behalf of the 2733 member.

- (i) The maximum number of unsuccessful trial periods allowed per employee shall be two (2) per twelve (12) month period.
- (j) During the trial period employees will receive the rate of the job they are performing.
- (k) Probationary employees shall not qualify for promotion or transfer unless all seniority employees have been considered first.
- (l) There will be no forced lateral transfers without discussion with the Union.

Article 21 (A/B/C) Leaves of Absence without Pay- (T/A'd – 7/26/07)

2(a)

Application for Illness Leave must be made in writing and accompanied by a written statement from the employee's physician. Such leave shall be granted in up to ninety (90) day segments or lesser segments as determined by the employee's doctor, up to a period of one (1) year. A doctor's statement may be requested at each ninety (90) day interval, and reviewed by the Employer. However, in no case shall Illness Leave be denied until one (1) year has elapsed. An employee's position will be held open for him/her for six (6) months while he/she is on Illness Leave. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee. *For employees with 5 years or more of service who return from a medical leave of more than six months, and have no medical restrictions for the position they vacated and his/her position no longer exists due to position elimination, the employee shall be placed in to another position for which they are qualified and they shall be red-circled if necessary.* Illness leave shall be granted with out loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

3(a)

Application for leave for Prolonged Illness in the Immediate Family must be made in writing and must be accompanied by a statement from the doctor certifying the necessity of such leave. Such leave shall be granted in up to ninety (90) day segments up to a period of on (1) year. A doctor's statement may be requested at each ninety (90) day interval and reviewed by the Employer. However, in no case shall Illness Leave for Prolonged Illness in the immediate Family be denied until a one (1) year period has been elapsed. An employee's position will be held open for him/her for six (6) months while he/she is on Prolonged Illness in the Immediate Family Leave. After the six (6) month period the Employer shall attempt to place the person in County employment *except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee.*" Prolonged Illness Leaves

shall be granted with no loss of seniority for a period of up to one (1) year, and may be extended upon approval of the Employer.

Article 19 (JC)

Article 21 (JD), Leaves of Absence without Pay- (T/A'd – 7/26/07)

Section 1(b)

(3) Public Service Board, Agency, or Project

Section 2(c) Illness Leave

An employee's position will be held open for him/her for six (6) months while he/she is on Illness. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee." For employees with 5 years or more of service who return from a medical leave of more than six months, and have no medical restrictions for the position they vacated and his/her position no longer exists due to position elimination, the employee shall be placed into another position for which they are qualified and they shall be redcircled if necessary. Illness leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

Section 3 Maternity Leave

Employees shall be allowed to take up to one (1) year leave of absence due to pregnancy. Maternity leave shall be granted without loss of seniority or classification for a period of one (1) year and may be extended upon approval of the Employer. Upon knowledge of pregnancy the employee shall furnish the Employer with verification from a physician, indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be allowed to work. An employee may elect to use accumulated sick leave before beginning a maternity leave of absence.

An employee's position will be held open for him/her for six (6) months while he/she is on Maternity/Prolonged Illness in the Immediate Family Leave. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee. Maternity leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

Section 4 Prolonged Illness in the Immediate Family

Application for leave for prolonged illness in the immediate family must be made in writing and must be accompanied by a statement from the doctor certifying the necessity of such leave. Such leave shall be granted in up to ninety (90) day

segments, up to a period of one (1) year. A doctor's statement may be requested at each ninety (90) day period of leave and reviewed by the Employer. For purposes of this article the term immediate family is defined as the parent, parent of spouse, spouse, sibling, child, grandparent, grandchild, or someone with whom the employee has a legal guardian relationship, or a related member in an employee's household. *An employee's position will be held open for him/her for six (6) months while he/she is on Prolonged Illness in the Immediate Family Leave. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee. Prolonged leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.*

Section 7(d) Personal Leave

Paternity Leave. Paternity leave shall be granted at the rate of five (5) days per pregnancy and taken at the discretion of the employee with the approval of the immediate supervisor. Such leave shall be vacation leave, sick leave, compensatory time or leave without pay.

Section 8(f) General Policies

All leaves of absence without pay shall, except as otherwise specified (in terms of segments), be for a period of no less than three (3) calendar months. Thereafter an employee may utilize the leave granted in either ninety (90) day segments (unless otherwise specified), or whatever the employee determines, up to and including the maximum time remaining.

Section 8(i) General Policies

An employee's seniority date shall be his/her original hire date minus the time on leave of absence without pay for the purpose of computing any benefits under this agreement. Employees shall continue to accrue seniority during a leave of absence, however, for the purpose of layoff and recall.

Article 32, Bereavement Leave- (T/A'd 6/21/07)

An employee shall be allowed five (5) working days with pay, as bereavement leave days, not to be deducted from sick or annual leave, for the death in the immediate family. The following are defined as immediate family: spouse, parent, brother or sister, child, step-child, mother in law, father in law, sister in law and brother in law. An employee shall be allowed three (3) working days with pay as bereavement days, not to be deducted from sick or annual leave, in the event of death of the following family members: Aunts, uncles, nieces, nephews, grandparents, spouse's grandparents, or someone with whom the employee has a legal relationship or a related member in an employee's household and all such relatives of one's

spouse, and a declared significant other. Also, parents and grandparents of employee's minor children including children of divorced parents or where the child's parents are not legally married.

(paragraphs 2, 3, & 4 to remain the same as written in the contracts)

Article 30, Wages and Work Schedules (Juvenile Detention Contract)

ALL DETENTION EMPLOYEES

Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate, and advancement from the base rate (Step 1) to the maximum rate within a salary range shall be by successive steps. Upon recommendation of the Department Head, the Employer may approve initial compensation at a rate higher than the base rate in the salary schedule for the class, when the needs of the Employer make such action necessary, provided that any such applicant's experience and ability over and above the minimum qualifications specified for the class are commensurate with grade and step recommended, and provided that such action is within the salary appropriations.

Starting Rate on Return From Military Service. Any employee who leaves or has left the Employer to enter the active service of the armed forces of the United States, and who subsequently is reinstated to a position previously held by him/her shall be entitled to receive compensation at the step rate which he/she would have been entitled had his/her service not been interrupted by service in the armed forces.

Recommendations for Increase Advancement Within Grade. The Department Head shall recommend in writing to the Employer the increase advancement in salary of each employee covered by this Agreement who has met the requirements for salary increase. Movement shall be on an employee's anniversary date and shall be based on satisfactory service. If the employee disagrees, it shall be subject to the grievance procedure.

Requirements as to Continuity of Service. Service requirements for advancement within compensation schedules, and for other purposes as specified, shall include the requirement of continuous service, which means employment in the Washtenaw County Juvenile Detention, without break or interruption. Leaves of absence with pay, and leaves of absence without pay of less than thirty (30) days, shall not interrupt continuous service, nor be deducted there from. Absences on leave without pay in excess of thirty (30) days, except for extended service with the armed forces of the United States, shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two (2) working days shall be deducted from continuity of service for the purpose of this Section.

Pay Period. All employees covered by the Agreement shall be paid in full every other Friday for earnings through the previous Saturday. No more than seven (7) days pay shall be withheld from an employee. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions

made for any purpose, upon request of individual employees or Union representatives.

Flexible Scheduling. If the Employer undertakes flexible scheduling or so-called flex time (as discussed in negotiations) within any department within the bargaining unit, the Employer will negotiate with the Union the effects of such change in scheduling thirty (30) days prior to implementation.

Late Reporting. Employees who, for whatever reason, are going to be late beyond 15 minutes, are expected to inform their supervisor at the earliest possible time, normally not later than one-half (½) hour AFTER the regular reporting time.

Shift Premium. Employees who work the shift that begins on or after 3pm, but before 11pm, shall receive in addition to their regular pay forty (40) cents per hour for all hours actually worked. Employees who work the shift that begins on or after 11pm, but before 7am, shall receive in addition to their regular pay fifty (50) cents per hour for all hours actually worked. Shift premium shall not be compensated for vacation, sick or other paid leave time.

Inclement Weather. Employees who work out of doors and whose ability to perform the job is significantly reduced in inclement weather conditions shall observe the following procedures: At the start of each assigned shift, regardless of weather conditions, each employee shall be expected to report for work. If foul weather persists and the supervisor determines that the work cannot be performed, he/she will release such employees for the remainder of that day. In such a circumstance, the released employees shall be paid, at a minimum, four (4) hours pay. For each hour worked past four (4) hours, the employees shall be paid at the rate of one (1) hour's pay for one (1) hour's work.

YOUTH COUNSELORS, YOUTH ATTENDANTS, COOK/JANITORS

Work Week. It is agreed that the normal work week for detention employees shall be eight (8) hours per day, 40 hours per week. All hours worked in excess of 40 hours per week shall be compensated at the rate of time and one half (1 ½) in cash or compensatory time for FLSA exempt classifications at the discretion of the Employer. From time to time work in excess of the normal work week shall be required. Detention employees covered by this agreement shall assist the department as required as a normal part of their work responsibility.

Work Breaks. *A scheduled break of 20 minutes shall be provided to be taken at some point throughout the shift, unless a riot, physical management, or medical emergency occurs. They are intended to be used as a break period and not to cover an employee's late arrival or early departure. During the break, staff will have his/her walkie talkie and be able to be in contact.*

CLERICAL EMPLOYEES

Work Week. It is agreed that the normal work week for Juvenile Detention clerical employees shall be seven and one-half (7 ½) hours per day, thirty-seven and one-half (37 ½) hours per week.

Work Breaks. Separate work breaks of 15 minutes each are normally to be taken twice during the workday. They are intended to be used as a break period and not to cover an employee's late arrival, early departure, or to extend the normal one (1) hour lunch hour.

Lunch Time. Employees are entitled to one hour lunch normally between the hours of 11:30 a.m. and 1:30 p.m. Employees wishing to modify their lunch schedule must notify their supervisor in advance.

Article 41 (JC/JD)

Article 43 (A/B/C) Temporary or Seasonal Employment Status- (T/A'd 8/9/07 & 9/13/07)

Temporary employees are defined as employees hired for a period up to six (6) months *per calendar year, and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave. The said six (6) months period may be extended with agreement of the union; however, such temporary employee shall then become a member of the union, as outlined in Article 4 of the Agreement, after the expiration of the initial six (6) months period, and shall be entitled only to sick and vacation accruals granted regular employees. The temporary shall not accumulate seniority, while so classified. If the person who had been employed in this position as a temporary or seasonal employee is hired into it as a permanent position, his/her seniority date will revert back to the original date of hire. The Union will represent temporary employees who are dues paying members, except for termination of employment.*

Seasonal employees are defined as employees (*excluding lifeguards*) hired for a certain season in the Parks and Rec. and Drain Departments for a duration not to exceed nine (9) months. Seasonal employees shall not be entitled to benefits under this contract.

Interns are defined as employees who are employed to fulfill *documented* educational requirements *or documented educational purposes*. Interns shall not be entitled to benefits under this contract. *Intern status shall be terminated once educational requirement/purpose has been fulfilled.*

Relief On-Call employees are defined as employees who are utilized to augment the regular staff to meet the requirements of the Employer that may be occasioned by resignations, dismissals, illness, vacation, or leave of absence. No person of the *Relief* staff shall serve in that capacity for a period of more than thirteen (13) consecutive pay periods. *Relief* employees shall not be entitled to benefits under this contract.

Article 73 (A); Article 44 (B); New Article (C); Article 76 (JC); Article 79 (JD) Reorganization (T/A'd 7/10/07)

Should management find it necessary in the course of business to institute a reorganization, they shall contact the bargaining unit fifteen (15) days in advance and discuss same.

- a. *Should Management find it necessary in the course of business to institute a reorganization they shall contact the Bargaining Unit not less than 30*

business days in advance, with earlier notification if possible, and negotiate the same.

- b. In the event of reorganization, the parties' intent is to allow affected employees within the department opportunities to maintain a position as a result of the reorganization. Therefore, this article supersedes the provisions of the "Transfers, Promotions, Job Postings and Bidding Procedures" article of the collective bargaining agreements. The parties have agreed to the following language respective to positions posted as a result of reorganization. Applicants who currently meet the minimum qualifications shall be hired and placed in the new positions. Applicants not currently meeting the new educational, certification, or licensing requirements for the newly created position shall be considered for hire and given a negotiated reasonable timeline, by way of letter of understanding, to achieve the new requirements prior to filling positions from other bargaining units candidates, so long as doing so does not negatively impact program outcomes. The following preference shall apply:
 - i. Qualified Unit members within the department, in case of equal qualifications, seniority shall prevail*
 - ii. Qualified County Local 2733 members within the department, in case of equal qualifications, seniority shall prevail*
 - iii. Not qualified Unit members within the department, by way of letter of understanding*
 - iv. Not qualified County Local 2733 members within the department, by way of letter of understanding*
 - v. Qualified within Unit, in case of equal qualifications, seniority shall prevail*
 - vi. Qualified County employees within the Local 2733**
- c. The employment interview shall be used in a fair and equitable manner. Both parties agree the employment interview will not be used as the sole reason to disqualify a senior member from receiving the job and a trial period according to the collective bargaining agreement.*
- d. Skill-based testing shall be used to help identify areas of additional training. (This should be identified in work plans for improvement.)*
- e. Provide to the Union the applications and results of interview and skill-based testing for bargaining unit members.*
- f. Work traditionally bargaining unit work shall remain within the unit.*
- g. When implementing a reduction in union staff, all temporary workers, contractors, and consultants shall be released before any regular county employees in the department unit doing similar work.*
- h. All newly created positions will be negotiated with the appropriate bargaining units, including wages.*
- i. The County/Court shall negotiate with Local 2733 for any employee that is impacted by position elimination during the reorganization for benefits, displacement of employees, and wage changes, to include discussing the possibility of red circling.*

- j. Any employee who is no longer employed with the County/Court as a result of reorganization shall be considered in layoff status and receive all benefits afforded them under the collective bargaining agreement.*
- k. The employer will practice full disclosure as it relates to the reorganization and specifically the employment interview when used, i.e., interview forms, examples of questions to be used, specific outcome of interviews, including summary sheets. In addition the employer will provide behavior-based interview training for the applicants prior to the interview.*
- l. When mutually agreed upon by HR and the Local Union President, Local 2733 will sit in on interviews for Union positions. (For the two court contracts, "HR" would be replaced by "Trial Court Administrator.")*

**Article 51, Lunchroom Facilities and Union Office Space- (T/A'd 10/25/07)
In Trial Court contracts:**

The Employer will provide a lunch area in each building where the Union has employees working. Employees will be permitted to eat lunch in an area other than the designation lunch area at the discretion of the Department Head. At the County Courthouse location, Room 301 (*or similarly sized alternative*) shall be used as an employees' lunchroom. The Employer will provide a refrigerator and an appropriate range of vending machines for use in said lunchroom (i.e., soft drinks, coffee, snacks, etc.). A permanent, *secured* AFSCME Union office space will be provided by the Employer at Facilities Management, Operations & Maintenance Building on Hogback Rd. to *the Union to conduct business and maintain a positive partnership with the Employer*. The exact size of this office is to be a matter of joint consultation between the Employer and the Union, *it is agreed that the space will be an appropriate office space*. A desk and 4 chairs will be provided by the Employer for use in said office. *Employer will equip the office with what is determined to be the County's technology standards (i.e. network connections, computer, printer, ergonomic furniture, etc.).*

Article 52, Lunchroom Facilities and Union Office Space- (TA'd 6/21/07)

A permanent AFSCME Union office space will be provided by the Employer at Facilities Management, Operations & Maintenance Building on Hogback Rd. to *the Union to conduct business and maintain a positive partnership with the Employer*. The exact size of this office is to be a matter of joint consultation between the Employer and the Union. A desk and 4 chairs will be provided by the Employer for use in said office. *Employer will equip the office with what is determined to be the County's technology standards (i.e. network connections, computer, printer, ergonomic furniture, etc.).*

Article 66 (JC), Article 68 (A/C), Article 69 (B/JD), Glossary- (T/A'd 9/20/07)

Part-time employee: a part-time employee is an employee hired for less than 100% hours per week

Article 76, Dress Code (Juvenile Detention Contract—TA'd 10/9/07)

All employees should dress professionally and appropriately for their jobs and work environment. The Union shall be allowed to participate in the creation of dress code work rules consistent with the work rules provision of this agreement. The Employer will provide any required clothing/apparel and equipment deemed necessary for any safety reason.

The Employer will provide a clothing allowance of \$250.00 annually.

Article NEW# Legal Representation and Indemnification- (T/A'd 7/10/07)

The Employer shall provide legal representation and indemnify employees per County policy titled "Legal Representation & Indemnification for County Officers and Employees, effective 9-3-1986." This policy is not all inclusive and is subject to changes as approved by the Board of Commissioners. In the event an employee requests legal representation, s/he shall follow the procedures established and set forth by the Board of Commissioners.

Article NEW# Contrary to Law Provision- (T/A'd 7/26/07)

If any provision of this Agreement or any application of this Agreement to any unit member should be determined to be contrary to law, then such provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. Should the law be changed or modified so that the provision is no longer contrary to law, then the provision shall be effective from the date of that change or modification.

Changes to Article 15: Seniority of Officers and Stewards

The President of the Local Union, the Chapter Chairpersons, the Chapter Secretaries, the Chief Stewards, and Stewards (not including Alternate Stewards), in that order, shall head the seniority list of the unit, for the purpose of layoff only during the term of the office, provided that they are able and qualified to perform the remaining work.

All other provisions of the collective bargaining agreement apply.