COUNTY ADMINISTRATOR
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TO: Barbara Levin Bergman
Chair, Ways & Means Committee

THROUGH: Robert E. Guenzel
County Administrator

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

DATE: May 7, 2008

SUBJECT: Tentative Agreement – Teamsters Local #214 – Probation Agents/ Supervisor Unit

BOARD ACTION REQUESTED:
The Negotiating Team recommends approval of the Resolution approving the Union ratified agreement with Teamsters Local #214 – Probation Agents / Supervisor Unit.

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 Teamsters Local #214 – Probation Agents / Supervisor Unit, expired December 31, 2007. The bargaining unit consists of the following employees:

> *Supervisors and Probation Officers of the 14-A District Court, excluding Magistrates, Court Administrator, and Deputy Court Administrators.*

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:

LENGTH OF CONTRACT

2008 – 2010

WAGES

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

HEALTHCARE

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 – <u>for employees hired 1/1/09 and thereafter</u>
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 BOC approval – 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

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

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.

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 Teamsters Local #214 – Probation Agents / 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 the Teamsters Local #214 – Probation Agents / 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:

Years of Service	# of Months of Insurance Period:
0-5 Years	3 months
6-10 Years	5 months
11+ years	6 months

PROBATIONARY EMPLOYEES – new article

A. There is hereby established a six-month probationary or working test period which shall apply to all employees appointed from an original entrance list or re-employment list.

B. The probationary period or working test period is considered part of the examination process prior to an employee gaining permanent status. Therefore, an employee appointed from an original entrance list or re-employment list (not Layoff Recall list) may have his/her services terminated within the first six (6) months of employment with no form or right of appeal.

C. An employee evaluation form will be completed by the supervisor of the new employee after the first two months of the probationary period. This allows an opportunity for both the supervisor and employee to consider the employee's performance and highlight any difficulties or problem areas that may need improvement in order to insure the continuation of that person's employment. Another evaluation form will be completed at the four month mark and at the end of the probationary period.

D. The probationary period or working test period may be extended an additional six (6) months, in three (3) month increments.

E. Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list.

F. New unit employees may apply for unit promotional openings during their probationary period, but will not be given union status in doing so. Probationary employees will only be considered after all regular unit employees have been considered and rejected.

G. Employees appointed from a promotional list shall serve a six (6) month probationary period with an option on the part of the Court to extend such period for an additional three (3) months.

GRIEVANCE PROCEDURE – Article 14

The Employer agrees to follow the established procedure as outlined in the current collective bargaining agreement, as follows:

Step 1 – Written –14A District Court Administrator
Step 2 - Chief Judge or his/her designee
Step 3 – Arbitration

COMPENSATORY TIME ACCRUALS

The parties agree that current employee banks shall be frozen and shall be included in final average compensation upon retirement from Washtenaw County. Compensatory time may be accumulated up to a maximum of ten (10) days or seventy-five (75) hours. Compensatory time accumulated, up to the ten (10) day cap, shall be carried over from one (1) calendar year to the next. There shall be no payment of overtime or compensatory time.

UNION NOTIFICATION

Notification shall be provided to the Union of bargaining unit hires that occur above Step 2 on the salary table, including the reason for such salary (e.g., education and/or experience).

MASTER'S LEVEL
Upon BOC approval of the 2008 – 2010 collective bargaining agreement, all Probation Agents maintaining a Master's level degree shall receive a five (5) percent increase over the current rate of pay (biweekly; rolled into base salary). The Master's Degree rate will only be applied if the degree is in a field related to the position (i.e. behavioral sciences).

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

All other provisions of the collective bargaining agreement apply.

IMPACT ON HUMAN RESOURCES:
None

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

IMPACT ON INDIRECT COSTS:
None

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 TEAMSTERS LOCAL #214 – PROBATION AGENTS / SUPERVISOR UNIT, WASHTENAW COUNTY AND WASHTENAW COUNTY DISTRICT COURT FOR THE THREE YEAR PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

WASHTENAW COUNTY BOARD OF COMMISSIONERS

May 21, 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 Teamsters Local #214 – Probation Agents / Supervisor Unit, expired 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 Teamsters Local #214 – Probation Agents / Supervisor Unit, and Washtenaw County and the Washtenaw County District Court 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, Washtenaw County District Court & ***Teamsters Local #214 – Probation Agents / Supervisor Unit***

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