

**County of Washtenaw and
the Washtenaw County Trial Court**

and

**AFSCME Local 3052
Trial Court – Juvenile Division**



2008 – 2010

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AGREEMENT

This Agreement entered into this ____ day of ____ between the **Washtenaw County Trial Court** (hereinafter referred to as the "EMPLOYER") and the **Washtenaw County Supervisory Employees Local 3052**, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the 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 a proper service to the community and the Union's success in rendering proper service to the public.

To these ends the Employer and the Union encourage to the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit.

Bargaining unit positions shall not be reclassified or retitled for the purpose of removing same from the bargaining unit without prior agreement between the parties. The bargaining unit shall consist of all employees of the Employer holding positions in classifications designated in Appendix A. New classes may be added hereto by agreement between the parties.

ARTICLE 2

UNION SECURITY, REPRESENTATION, DUES AND FEES

1. All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing as a condition of employment, or pay to the local Union a fee equivalent to dues and initiation fee of the Union as a condition of employment. All present employees covered in this Agreement who are not members of the Union, and all such employees who are hired hereafter, shall become and remain members in good standing of the Union, or pay to the Union a fee equivalent to dues and initiation fees of the Union as a condition of employment.
2. The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union, and pay such amount deducted to said Union for each and every employee, provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union.
3. Permanent employees working less than full-time are required to pay dues or fees on a pro-rated basis.
4. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement, with respect to the employees covered by this Agreement; or any agreement or contract with said employees, Individually or collectively, which In any way conflicts with the terms or provisions of this Agreement, or which In any way affects wages, hours or working conditions of said employees or any Individual employee, or which In any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.
5. During negotiations leading to this Agreement, each party had the opportunity to make demands and proposals regarding any lawful subject of collective bargaining. For the life of this Agreement, each party

agrees that the other is not obligated to bargain collectively regarding any subject, whether or not referred to in this Agreement, except by mutual agreement. This shall be true even though such subject may not have been within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

6. The Employer parties agree that the employees covered hereby shall have assurance to continuity of employment which is not subject to termination solely because of a change in the incumbent of the Judge's office.
7.
 - a. The Employer recognizes the right of the Union to designate Chapter Chair, Secretary, one (1) Chief Steward, from the seniority list of the Washtenaw County Family Division – Juvenile Center.
 - b. The Steward (or alternate Steward) and the Chapter Chair, at the level specified in the grievance procedure, during their working hours, without loss of time or pay, shall be allowed reasonable time to investigate, process and present grievances to the Employer. The Chapter Secretary shall also be allowed reasonable time to process necessary communications between the Chapter and the Trial Court. It should not be the intent of any Steward to abuse this privilege nor should it be the intent of any supervisor to deny the Steward, Chapter, or Local officer time off the job to investigate a grievance. Any alleged violations of this Article shall be subject to special conference.
8. There shall be bulletin board space made available to the Union for their announcements.
9. The Union agrees to hold the Employer harmless for any suit or claim of liability arising out of this article.

ARTICLE 3

LIMITATION OF AUTHORITY AND LIABILITY

1. No employee, Union member or agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever.
2. Any individual employee or group of employees who willfully violate or disregard the grievance and arbitration procedure set forth in Article 11 of this Agreement may be summarily discharged by the Employer.
3. The Employer agrees to allow the proper accredited representative of the Local Union Chapter access to the administrative offices of the Washtenaw County Trial Court – Juvenile Division, for the purpose of policing the terms and conditions of this Agreement.
4. The Union shall have the right, upon reasonable notice to the Administrator, to examine time sheets at the Washtenaw County Trial Court – Juvenile Center office, and any other records pertaining to the computation of compensation of any employees whose pay is in dispute, or any other records of the Washtenaw County Trial Court – Juvenile Center, pertaining to a specific grievance.
5. **Management Rights.** The Employer, on its own behalf and behalf of its electors, hereby retains and reserves unto itself, without limitation, except issues covered by law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, the Employer reserves unto himself/herself all rights which are inherently and ordinarily vested in and exercised by employers, unless specifically limited by a provision of this Agreement. However, this section shall not be considered to increase any power or right in the Union, or to in any way limit or decrease any rights or powers of the Employer's inherent right to manage.
 - a. It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin, physical handicap, sex, sexual preference or partisan political belief, nor does the Employer discriminate because of age, except by regulations applicable to all employees by law. The Employer shall not discriminate against job applicants or staff members because of race, creed, religion, national origin, sex, sexual preference, age or partisan political belief.
 - b. Furthermore, discrimination in the foregoing categories on the part of employees will not be tolerated in dealing with the public, and all persons dealing with the Employer will receive equal treatment.
 - c. Local 3052 supports the affirmative action plan adopted by the County on June 6, 1984.

ARTICLE 4
TEMPORARY EMPLOYEES

A temporary employee of the Washtenaw County Trial Court – Juvenile Center is defined as a person employed in a position that may be full-time or part-time, is limited in duration to six (6) months for (1) a specific project, or (2) augmenting the regular staff to meet the requirements of the Employer that may be occasioned by resignations, dismissals, increased work loads or any other condition that may bring about a staffing shortage for the purpose of relieving permanent staff members, who are absent due to illness, vacation or leave of absence. A temporary position terminates upon completion of the project or fulfillment of the need. If a temporary employee continues beyond six (6) months, then he/she becomes a regular employee, unless said employee is filling in for an employee on leave of absence.

- (a) A temporary employee is considered part-time for the purpose of the Washtenaw County Employee Retirement System and is ineligible for participation in that program.
- (b) Temporary employees are not eligible for employees' benefits of paid hospitalization medical-surgical insurance, dental insurance, or life insurance. Temporary employees of the Court are covered by Worker's Compensation Insurance, social security provisions and similar legal requirements applicable to employees in general. After thirty (30) days employment, temporary full-time employees shall be eligible to begin to accrue sick, vacation, holiday, and funeral leave benefits.
- (c) A temporary employee is not eligible for merit step salary increase. However, the wage may be reviewed from time to time to reflect comparative wage levels.
- (d) If a temporary employee works less than six (6) months, is qualified for and applies for a permanent position where a vacancy exists, and is appointed to the position, time spent as a temporary employee will be counted toward the probationary period if in the same position.

ARTICLE 5
SENIORITY

Seniority Lists:

1. **Probationary Period** - Employees with no seniority with the Court shall have a probationary period of six (6) months. Employees with seniority with the Court, moving into the bargaining unit, shall have a probationary period of one hundred twenty (120) days.
2. **Extension of Probationary Period.** The probationary period may be extended once for not more than thirty (30) calendar days upon the mutual written agreement of the Employer and the employees affected. The Union shall be provided a copy of each such agreement by the Employer.
3. **Union Representation During Probationary Period** - The Union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid off during the probationary shall not have recourse to the terms of this Agreement, except with respect to health and safety measures.
4. **Seniority Status** - Upon successful completion of the probationary period, seniority shall be established from date of hire within the bargaining unit.
5. **Seniority List** - The Employer shall prepare and maintain a seniority list which shall list the name, classification, and anniversary date of each employee with seniority status. The Employer shall submit the seniority list to the Union within thirty (30) days of the signing of this Agreement and monthly thereafter.
6. **Application of Seniority** - The Employer agrees to recognize and apply the principle of seniority as follows:
 - a. In the event of promotions, shift preferences, overtime, vacation days, personal leave, transfer to a temporary vacant position, regular days off, layoff, recall, work assignments, and filling vacant positions, bargaining unit seniority shall apply.
 - b. For the computation of all other benefits, seniority is hereby defined as continuous employment from the last date of hire with Washtenaw County.
7. **Loss of Seniority.** An employee shall lose his/her seniority rights for the following reasons (all time periods set forth in subparagraphs (b), (c), and (d) shall be waived in proper cases) which shall be subject to grievance procedure:

- (a) The employee quits or is discharged for cause.
 - (b) The employee is absent for five (5) consecutive working days without good cause and without notifying the Employer and obtaining a leave of absence. The Employer will issue to the employee and Union a written termination notice in such case by certified mail to his/her last known address in Personnel.
 - (c) An employee is notified by personal communication to report for work and fails to report for five (5) working days after he/she was notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the employee's last known address on record with the Employer, and the employee fails to report for work for five (5) working days following the time he/she was supposed to report for work, based on the postmark of his/her notice, then in such event he/she shall be considered to have quit. Notice will be given in writing to the Union in the event of the employee's failure to report within the required time.
 - (d) The employee fails to report back within five (5) working days following the expiration of leave of absence, vacation or holiday.
 - (e) Falsification of reasons for a leave of absence or statements on the employee's application. This shall not apply to false statements made over two (2) years ago.
 - (f) A break in continuous employment because of a transfer or promotion to a classification not represented by the bargaining unit.
 - (g) Retirement.
8. **Military Leave.** The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions on the law granting such rights.
9. **Seniority Date.** Upon successful completion of the probationary period, each employee's seniority shall be from the date of hire in a classification that is represented by the bargaining unit. The time of seniority shall accrue uninterrupted as long as the employee is continuously employed in a classification represented by the bargaining unit. An employee may lose seniority as outlined under item 9 of this article.

ARTICLE 6

SENIORITY OF OFFICERS AND STEWARDS

The officers of the Local Union, the Chapter Chair, the Chapter Secretary, the Chapter Steward, in that order, shall head the seniority list of the unit, for the purpose of layoff only during the term of their office, provided they are able and qualified to perform the remaining work.

ARTICLE 7

CHAPTER CHAIR

The Chapter Chair or Steward will be allowed time off from his/her job without loss of time or pay, to investigate grievances at the fourth step and beyond, attend Board of Commissioner Committee Meetings when requested by the committee, attend special conferences and to prepare for arbitration. The privilege of the Chapter Chair or Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the above mentioned matters and will not be abused; and the Chapter Chair or Steward will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle matters as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

ARTICLE 8

UNION BARGAINING COMMITTEE

- A. Employees covered by this Agreement will be represented by the Chapter Chair and one (1) member which constitute the bargaining committee for the Union. In the absence of a regular bargaining

committee member an alternate will be allowed to replace the regular committee member. In addition to those two (2), representatives of Local 3052 and Council 25 of the International Union, or both, may participate in the negotiations at the option of the Union.

- B. Members of the bargaining committee who are employees of the Court shall suffer no loss of time nor pay for time spent in negotiations. Alternates will be allowed time off only in the event they are needed to replace a regular negotiator.

ARTICLE 9 SPECIAL CONFERENCES

The Union shall meet with representatives of the Employer to discuss and adjust unsettled grievances and deal with other matters which properly come up for discussion. Meetings shall be held at mutually agreed upon times. Employees shall be paid for time lost from regular working hours. Union representatives at such meetings shall normally consist of the Chapter Chair, Chapter Steward and the Staff Representative of Council 25 and/or the International Union, if necessary.

ARTICLE 10 DISCIPLINARY ACTION

- A. The Employer agrees that it will not discharge or discipline employees without just cause.
- B. In any case where an employee displays behavior which is deemed by his/her Employer as inappropriate, or as a result of some action creates undesirable results which requires disciplinary action, the Employer agrees to, where appropriate, follow the following disciplinary sequence.
 1. Oral warning.
 2. Written Reprimand.
 3. Suspension.
 4. Removal and Discharge.

However, if in the opinion of either the employee or management, personal problems on the part of the employee are interfering with his/her job performance, referral to the Employee Assistance Program (E.A.P.) may be offered to the employee. Should management deny an employee's request for referral to E.A.P. a written statement will be furnished by management within seven calendar days of the denial setting forth the reasons for the denial. If the employee then chooses to utilize the E.A.P., all disciplinary action then pending will be held in abeyance for a period of three months. During that time, the Employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment. A "release of information" authorization relating to attendance and maintenance of effort will be signed by the employee. In the event that a reasonable rate of attendance and maintenance of effort are not evidenced, upon prior notification to the Union, the three month grace period will immediately cease and the employee will be subject to normal disciplinary measures.

However, nothing in this section shall prevent the Employer from taking immediate and appropriate disciplinary action up to and including discharge should it be required by the circumstances and for just cause.

- C. Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees or the public.

Steps:

1. **ORAL WARNING:** Upon imposing an oral warning the Employer may place a notation of such warning in the employee's personnel file providing the employee has been given a copy of the same.

2. **WRITTEN REPRIMAND:** The Employer agrees upon imposing a written reprimand, the employee's Union steward or appropriate Union officer will be notified within three (3) working days in writing by the appropriate supervisor of the action taken. The employee shall be given a copy of all disciplinary action and a copy shall be placed in his/her personnel file.
 - (a) The employee shall have the right, if he/she so requests, to be represented by his/her steward or Union officer at the time disciplinary action, excluding oral warning, is imposed. All disciplinary actions oral or written shall be subject to the normal grievance procedure, or the employee may seek such other legal remedies as may be available to him/her upon the employee's election.
 - (b) Employees may review their personnel file at reasonable times. Privileged information sought by the Employer at the time of employment is specifically exempt from review.
3. **SUSPENSION, REMOVAL or DISCHARGE:** When an employee has engaged in conduct which could lead to discharge or discipline involving time off, the employee's department head or his/her designated representative will notify the employee of the events giving rise to the disciplinary action. If the employee requests, the department head or designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his/her Union representative on the Employer's premises prior to meeting with the department head and to have his/her Union representative present when he/she meets with the department head. If disciplinary action is taken the employee will be notified in writing with a copy to be given to his/her Union representative.

Should the discharged or disciplined employee consider the discharge or discipline to be improper, a written complaint specifying the reasons therefore and the provisions of the contract violated should be presented through the Chapter Chair within five (5) working days after the written receipt of the notice of the discharge or discipline to the Court Administrator or the designated representative. Either the affected employee or the Court Administrator or representative can request that a meeting be held to discuss the action taken. In the event that a meeting is requested it shall be held within ten (10) working days from the request and the Court Administrator or the designated representative shall give a written answer within five (5) working days following the meeting. If no meeting is requested, the Court administrator or designated representative shall give a written answer within ten (10) working days of receiving the written complaint. If the Court Administrator's decision is not satisfactory to the employee and the Union, the matter shall be referred to the final step of the grievance procedure within thirty (30) calendar days of receipt of the Court Administrator's decision. This section is the exclusive contractual remedy for cases involving discharge and discipline.

In imposing a discharge or discipline on a current charge, the Employer will not base his/her decision upon any prior infractions which occurred more than two (2) years previously, or discharge or discipline an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire unless such falsification is related to the current charges.

ARTICLE 11 GRIEVANCE PROCEDURE

1. It is agreed that all grievances, disputes or complaints between the Employer and the Union, or any employee or employees, arising under and during the term of this Agreement, shall be settled in accordance with the procedure herein provided.
2. **TIME LIMITATIONS.** Time limits may be extended by mutual agreement in writing. Late appeals at any step may be filed only upon showing a good cause for delay. Any unanswered grievance or any grievance not appealed within the time limit is deemed closed upon basis of last answer.
3. Should any complaint by an employee arise based upon an event, condition or circumstance allegedly resulting in a violation of an applicable provision of the Agreement, there shall be a good faith effort on the part of the parties to settle such promptly in conformance with the following procedure:
 - A. **VERBAL DISCUSSION WITH SUPERVISOR**

- (1) An employee who has a grievance shall attempt to resolve it with his/her supervisor within fifteen (15) calendar days of the incident that created the grievance. The immediate supervisor shall have five (5) work days from the date of discussion to orally inform the employee of the answer.
- (2) Oral discussion to resolve grievances shall be allowed to move up to the Director/Coordinator in situations where there are multi-levels of department/office supervisors. Every reasonable effort shall be made to solve problems promptly at this point through discussion.

B. FIRST STEP-WRITTEN GRIEVANCE

- (1) If the matter is not resolved by discussion with the immediate supervisor, the grievance shall be reduced to writing and shall contain:
 - (a) employee's name
 - (b) position and department assigned
 - (c) brief statement of the grievance
 - (d) what should be done to solve the grievance
 - (e) date the employee received the oral answer under Section 3, A, (1)
 - (f) signature of employee
 - (g) date written grievance given to supervisor
- (2) It is agreed that written grievances in the first step shall be presented to or filed with the aggrieved's immediate supervisor within five (5) working days following verbal discussion.
- (3) The Supervisor's disposition shall be in writing and shall be returned to the aggrieved or his/her representative within five (5) working days from the time of written presentation.
- (4) If a satisfactory disposition is not returned by the Supervisor, the Union steward shall appeal to the second step.

C. SECOND STEP-APPEAL

- (1) If an agreement cannot be reached, the Union steward shall, within five (5) working days of the preceding disposition, present the grievance in writing to the Trial Court Administrator.
- (2) The Trial Court Administrator or his/her designee shall issue a written disposition within five (5) working days of the second step disposition.

D. In the event the last step fails to resolve the grievance, it may be referred to Arbitration upon the request of the Union. The Employer shall be notified in writing of such determination within twenty (20) calendar days from the conclusion of Step 3, or the grievance will be considered abandoned.

- (1) The arbitrator shall be chosen and shall operate in the following manner:
 - (a) The parties shall meet to pick a mutually agreeable arbitrator. If the parties fail to agree on an arbitrator, they shall jointly request the American Arbitration Association to proceed with the selection of such arbitrator in accordance with its Rules for Voluntary Labor Arbitration then existing.
- (2) The decision of the Arbitrator shall be rendered within thirty (30) days, and shall be final and binding on both parties.
- (3) The arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement, provided that the Arbitrator shall have no jurisdiction to decide any matter which infringes upon or restricts the judicial authority of the Chief Judge or Presiding Judge of the Washtenaw County Trial Court – Juvenile Center.
- (4) It is agreed that the Employer and the Union will share equally fees and expenses of the arbitration incurred as the result of any arbitration which may arise pursuant to this Agreement.

E. It is agreed that there shall at no time be any strikes or lockouts.

ARTICLE 12

REORGANIZATION, CONSOLIDATION OR ELIMINATION OF JOBS

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 13

LAYOFF AND RECALL PROCEDURE

Layoff

- A. The word layoff means a reduction in the work force due to reasons of lack of work, lack of funds or the elimination of a position.
- B. **Notice to the Union:** In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of the layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoffs, their names, seniority, job titles and work location. At this meeting the Employer will make known to the Union the reason for the layoff.
- 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 receives notice.
- D. **Order of Layoff:** in reducing the work force, the last employee hired within a classification shall be the first employee laid off. For all purposes including layoffs and recall there shall be two separate seniority lists: one (1) for caseworkers, one (1) for clerical employees except that any employee who previously had seniority in a position covered by a different seniority list shall be able to use bargaining unit seniority within his/her seniority list or the other seniority list within which he/she had seniority.
- E. Effective January 1, 1983, for financial reasons, a department head, with the approval of the Trial Court Administrator and Chief Judge, may temporarily lay off employees within the department for up to four days in a calendar year. These temporary layoffs shall not exceed two days in any one pay period unless a whole division or department is temporarily laid off. Any of these limitations may be waived by mutual agreement between the Union and the Employer. These temporary layoffs shall not be subject to the usual seniority and bumping set forth in paragraph (d), Order of Layoff, but notice of said layoff along with the reason for the layoff shall be given three weeks in advance to the Union and two weeks in advance to the employees involved. Such layoffs shall not be arbitrary or capricious, nor shall they be for disciplinary reasons. While bargaining unit seniority shall not govern for these layoffs, the Department Head shall attempt to give such layoffs to the least senior person within a classification within a division, on a rotating basis, on a voluntary basis, or by closing down an entire division within a 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>
6 – 10 Years	3 months
11+ years	9 months

Recall Procedure

When the working force is increased after a layoff, the last employee laid off within a classification shall be the first employee recalled. The employee shall be recalled to a position within the bargaining unit, and with the same pay grade and step as that from which the employee was laid off.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report his/her intentions within ten (10) calendar days from the date of return receipt, the employee shall be considered a quit. In proper cases, exceptions may be made with the consent of the Employer.

A list of all vacancies will be provided to laid-off employees during the first six (6) months of layoff by US Mail. Thereafter, the laid off employee will be responsible for seeking vacancy information for as long as they remain eligible for recall. 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.

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.

Time Limit. Employees shall remain on layoff status for a period of time equal to the time they have had seniority with the County or for a minimum period of one (1) year. After that time his/her name will be removed from any recall list.

ARTICLE 14

VACANCIES, JOB POSTINGS, BIDDING PROCEDURES, TRANSFERS

SECTION 1. A vacancy exists when a new classification is created, if any employee dies, quits, is rightfully discharged or is transferred. In the event the Employer determines to fill such vacancy, it will be published by being posted by the Director on the Union bulletin board in the staff lounge for seven calendar days. In filling a vacant position, the Employer shall give first consideration to promotion of qualified employees within the bargaining unit. Any employee in the bargaining unit desiring to fill the vacancy shall make application to the Juvenile Center Administrator in writing to request transfer to the new position or vacancy. Promotion shall be based on evaluation of past performance and who previously had seniority in a position covered by a different seniority list shall be able to use bargaining unit seniority within his/her seniority list or the other seniority list within which he/she had seniority and capacity for the vacant position. When these factors are relatively equal for two or more employees, seniority shall be considered.

SECTION 2. If the vacancy is not filled from the Juvenile Center Supervisory Unit or Trial Court staff, vacancies shall be opened up to members of Local 3052 General Supervisors Unit before all county regular employees.

SECTION 3. If no trainee or regular employee makes application for the position, or is found to be qualified, the Employer may fill such position from non-employees.

SECTION 4. When an employee agrees to assume a position higher than his/her own classification, either on a temporary or promotional basis, a special conference shall be held to determine the rate of compensation if necessary. Should an employee decide not to assume the higher position, he/she shall do so without prejudice by the Employer.

SECTION 5. An employee receiving a promotion or transfer within the bargaining unit shall serve a three (3) month trial period. In the event that at the conclusion of that trial period the employee is found not qualified for the position or does not desire to continue in his/her new position, that employee shall revert back to the previous classification held without loss of seniority.

SECTION 6. Upon receipt of a promotion within the bargaining unit, the employee will receive at least a 9% raise by placement in the appropriate step of the new position, as long as the 9% does not exceed the top step of the new pay grade.

SECTION 7. The job posting and job description educational and experience requirements shall be identical.

ARTICLE 15

LEAVE 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.

SECTION 1a. Leave of absence shall be granted for the following reasons provided the eligibility requirements are met:

- (1) Illness leave (Physical or Mental).
- (2) Prolonged Illness in the immediate family.
- (3) Maternity Leave.
- (4) Public or Union Service leave.

SECTION 1b. The following leaves may be granted at the discretion of the Employer:

- (1) Educational leave.
- (2) Personal leave.

SECTION 2. Illness Leave.

- (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. 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.
- (b) An employee may elect to use accumulated sick leave before beginning an illness leave of absence.

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.

SECTION 4. Prolonged Illness In the Immediate Family.

- (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 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, 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.

SECTION 5. Educational Leave.

- (a) An educational leave may be granted by the Employer to an employee who wishes to improve his/her work skills. Educational leaves when granted shall be without loss of seniority for a period of up to one (1) year and may be extended upon approval of the Employer.
- (b) An employee must have one year of continuous full-time employment in the bargaining unit to be eligible for an educational leave.

SECTION 6. Public or Union Service Leave.

- (a) A leave of absence for the purpose of performing Public or Union service shall be granted without loss of seniority for a period of up to one (1) year.
- (b) Members elected to attend a function of the Council, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions. This allowance entitles two members to one day each, with pay, to attend such functions. One member of the Union elected to attend a function of the International Union, such as a convention held every other year, shall be entitled to time off, with pay, to attend such convention. This allowance entitles the member to one (1) week (five working days) with pay, to attend such convention.
- (c) An employee must have one (1) year of seniority in the bargaining unit to qualify for a public or Union service leave.

SECTION 7. Personal Leave.

- (a) Leaves of absence for personal reasons must be requested in writing and may be granted by the Employer for periods of up to three (3) months. An employee must have one (1) year of employment with the Court to be eligible for personal leave.
- (b) **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. An employee shall suffer no loss of seniority during his/her leave. Child care leaves may be taken if granted in one month segments.
- (c) **Hardship Leaves.** A member of the bargaining unit not eligible for a personal leave may be granted a leave, without pay, for up to three (3) months for "hardship" reasons.
- (d) **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. General Policies.

- (a) All leaves of absence shall be requested in writing. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in departmental scheduling. One month is considered sufficient time for the Employer to schedule.

- (b) No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining employment with another employer. Disciplinary action up to and including discharge may be imposed upon an employee who, while on leave, accepts a job with another employer as a substitute when the reasons for leave no longer exist. No employee shall take a full time comparable job while on leave.
- (c) All leaves in this article shall be without pay except as specifically provided for.
- (d) The amount of sick time and vacation accrued by the employee before the effective date of leave shall be maintained. No additional time shall be accrued during the leave and none may be taken during the leave. An employee may elect to use accumulated sick leave or vacation leave before beginning a medical leave of absence.
- (e) During a leave both the Employer's, if any, and the employee's contributions to the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
- (f) 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.
- (g) Upon an employee's desire to return, he/she shall notify the Employer of such desire in writing, specifying the date he/she intends to return, and in any event at least a thirty (30) day advance notification must be given to the Employer. The employee shall be returned to work on the specified date in the same position he/she had upon the granting of his/her initial leave.
- (h) Extensions of any leave beyond the limits specified in the above section may be granted by the Employer.
- (i) An employee's seniority date shall be his/her original date of hire minus the time on the 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.
- (j) Temporary employees may be used by the Employer to fill the vacancy created by a leave of absence granted under this article. The temporary employee filling such vacancy shall be continued in such capacity during the entire specified period of leave. If the temporary employee continues to serve in a position under the Employer for a period longer than specified or extended leave then such temporary employee shall become permanent and be entitled to seniority reverting back to his/her first day worked, with all benefits he/she otherwise would have accrued. The Employer will advise the Union Chapter Chairperson, in writing, of such temporary employees' starting date, the nature of their employment, who they are replacing, and the date of anticipated severance if the temporary employee is to be severed.
- (k) Employees on leave due to illness, pregnancy (maternity), prolonged illness in the immediate family, and child care leave shall continue to receive dental coverage, life insurance and hospitalization coverage with the Employer continuing to pay the full cost of such dental, life insurance and hospitalization up to six (6) months as are in effect for the benefit of the employees while on such leaves.
- (l) Provided the insurance carriers permit, employees whose leaves extend beyond a six (6) month period shall be allowed to participate in the dental, group life and hospitalization coverage at their own cost. It shall be incumbent upon employees to notify the Employer of their desire to do so and make arrangements with the Employer accordingly.

**ARTICLE 16
SICK LEAVE**

Employees covered by this Agreement shall accrue one work day with pay as sick leave for each completed month of service.

- (A) Unused sick leave shall be accumulated without limit, and in the event an employee is terminated, resigns from service or retires or dies, he/she shall receive payment for all accumulated sick leave at one-half (1/2) the regular rate of pay at the time of separation.

- (B) Employees absent from work on legal holidays during sick leave for disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed.
- (C) An employee eligible for sick leave with pay may use such sick leave, upon approval of his/her Department Coordinator, for absence:
 - (1) due to personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control.
 - (2) due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be requested.
 - (3) due to illness of the employee's legal dependents who require the care of the employee.
 - (a) The term "Legal dependents" as used herein shall mean the employee's spouse, children, and other persons solely dependent on the employee for support.
 - (b) The term "immediate family" as used in this section shall mean spouse, children, brothers, sisters, parents, grandparents, mother-in-law, father-in-law, legal dependents, brother-in-law, and sister-in-law.
- (D) A physician's certificate of the employee's inability to work, or ability to return to work may be required:
 - (1) If it is necessary to be absent on sick leave in excess of five (5) days.
 - (2) When an employee is ready to return to work following a prolonged absence.
- (E) When an employee finds it necessary to be absent for any reason, the employee shall cause the facts to be reported to his/her supervisor and/or department coordinator as soon as possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- (F) For court employees, absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour, but need not be charged until at least one-half (1/2) day is accumulated.
- (G) Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family.
- (H) Sick leave will not be charged for absence caused by accident or illness whereby Worker's Compensation Insurance Payments are received by the employee.
- (I) On an annual basis, employees may elect to convert sick time to vacation time at the rate of two (2) sick days to one (1) vacation day, provided that they have accumulated 120 days in their sick leave bank.

**ARTICLE 17
BEREAVEMENT LEAVE**

An employee shall be allowed three (3) working days with pay, as bereavement leave days, not to be deducted from sick or annual leave, for death in the immediate family. The immediate family is defined as: spouse, parent, brother or sister, child, step-child, mother in law, father in law, sister in law, brother in law, aunts, uncles, nieces, nephews, grandparents, spouse's grandparents, parents and grandparents of employees minor children, 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. An employee shall be allowed three (3) working days with pay, as bereavement leave, not to be deducted from sick or annual leave, for the death of a declared significant other. 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.

A significant other is defined as one unrelated person living in the employee's household, who has the same type of relationship to the employee as the spouse, but does not have a marriage license. Declared means written notification to the Human Resources Department prior to the death.

Any employee selected to be a pallbearer for a deceased employee will be allowed (1) funeral day, with pay, not to be deducted from his/her sick or annual leave. The Chapter Chairperson, or his/her representative, shall be allowed one (1) funeral day, with pay, in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral. The Local President shall be allowed one (1) funeral leave day, with pay, in the event of a death of a member of AFSCME Local 3052.

Employees may be required to provide proof of relationship to the deceased.

**ARTICLE 18
PERSONAL BUSINESS LEAVE**

Employees shall be allowed to utilize five (5) vacation days as personal business days, which may be taken one (1) day at a time. The employees utilizing vacation as personal business time must notify his/her supervisor at least three (3) days in advance when possible, but in any event no later than the starting time of the employee's regular shift.

Employees at their option may charge two (2) of their personal leave days to sick rather than vacation.

**ARTICLE 19
VACATION**

1. All employees covered by this Agreement shall be allowed vacation leave with pay in accordance with the following plan:

0-2 years	15 days	(1 per month)
3-4 years	18 days	(1 per month)
5-7 years	21 days	(1 3/4 per month)
Over 7 years	24 days	(2 per month)
2. An employee shall accrue and be eligible to use vacation leave during the probationary period.
3. Absence on account of sickness, off-the-job injury, or disability in excess of that herein authorized for such purposes may, at the request of the employee, and within the discretion of the Director, be charged against vacation leave allowance.
4. Employees are encouraged to take yearly vacations. In no case will an employee accrue more than twice the amount of annual vacation to which he/she is entitled as of 1/1. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled as of 12/31, any accrued days beyond twice the annual amount shall be paid out at 50% of their value. In the event that special circumstances exist and an employee is unable to use up his/her vacation time adequately throughout the year, the Union may request a special conference through Trial Court Administration to discuss and reach resolution.
5. If a regular payday falls during an employee's vacation, and he/she is to be on vacation for two (2) weeks or longer, he/she may request to receive that check in advance before going on vacation, providing the request is received by the payroll office ten (10) days prior to the payday the vacation check is desired.
6. An employee shall file a written request prior to taking vacation.
7. Vacation days will be permitted at any time mutually agreeable to the Employer and employee in such a manner that no shortage in staff exists.

**ARTICLE 20
HOLIDAYS**

The paid holidays are designated as follows:

- New Year's Day (1/1)
- Martin Luther King Day (The Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)

- July 4th
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Eve (12/24)*
- Christmas Day (12/25) *
- New Year's Eve (12/31)*

* New Year's Eve and Christmas Eve applies only when 12/25 and 1/1 fall normally on Tuesday, Wednesday, Thursday or Friday.

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. Employees will be paid their current rate based on their regular scheduled work days for said holidays.

**ARTICLE 21
TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on annual leaves (vacation), sick leaves or any leaves of absence covered in Article 16, 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.. In each instance for a vacancy to exist, the department head must so declare in writing and designate the employee to fill that vacancy. If not declared as a temporary assignment and filled according to the provisions of this clause, the Chapter Chairperson and Director shall meet to resolve the issue. Employees shall be paid at the higher rate of pay no later than three weeks after the employee has assumed the temporary assignment.

If an employee is designated to fill in for an administrator, he/she will receive a 9% increase above his/her regular rate while performing the administrator's function.

**ARTICLE 22
WAGES AND WORK SCHEDULES**

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 Director, 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 Court 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 by 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 Director 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 Trial Court – Juvenile Center, 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 therefrom. Absences of 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 pay 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 this 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.

WORK WEEK. It is agreed that the normal work week for court employees shall be seven and one-half (7 1/2) hours per day, thirty seven and one-half (37 1/2) hours per week.

COMPUTATION OF BENEFITS. All hours paid to an employee shall be considered as hours worked for the purpose of computing any benefits under this agreement.

All regular full-time employees shall receive all benefits on a prorata basis, commensurate with the number of hours worked. In order to qualify for payment of premium on hospitalization, dental insurance or life insurance an employee must average thirty (30) hours or more per week. Employees working less than thirty (30) hours per week shall be afforded the opportunity, at the employee's expense, of participating in the group insurance plans.

The Employer agrees to pay one-half (1/2) of the premium for hospitalization and dental insurance for those employees who work at least half-time (18.75 hours) but less than thirty (30) hours per week.

TYPING TRANSCRIPTS. When employees are authorized and required to type transcripts by the Court Administrator, they shall receive \$1.75 per original page and 30 cents per copy, if there is a retained attorney in addition to their regular pay for time spent during the regular work day. When employees are authorized and required to type transcripts on their own time, they shall receive \$1.75 per original page and 30 cents per copy.

SHIFT PREMIUM. Employees who work the shift that begins on or after 3:00 p.m., but before 11pm, shall receive, in addition to their regular pay for the pay period, forty (40) cents per hour shift premium. Employees who work on the shift that begins on or after 11:00 p.m., but before 7am, shall receive, in addition to their regular pay for the pay period, fifty (50) cents per hour shift premium. Shift premiums shall not be compensated for vacation, sick or other paid leave time.

**ARTICLE 23
LONGEVITY**

- A. All employees covered by this Agreement in the active pay status of the Employer as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following paragraphs and schedule of payment.
- B. Longevity pay shall be computed as a percentage of Form W-2 Gross Earnings, exclusive of any amount for prior longevity payments, for the calendar year preceding the year of payment in accordance with the following schedule of payment:

EFFECTIVE FOR EMPLOYEES HIRED PRIOR TO 1/1/09

CONTINUOUS SERVICE	PERCENTAGE OF FORM W-2 GROSS EARNINGS
5 or more and less than 10 years	3%
10 or more and less than 15 years	5%

15 or more and less than 20 years	7%
20 or more years	9%

EFFECTIVE FOR EMPLOYEES HIRED 1/1/09 AND THEREAFTER

CONTINUOUS SERVICE	PERCENTAGE OF FORM W-2 GROSS EARNINGS
8 or more and less than 12 years	3%
12 or more and less than 16 years	4%
16 or more and less than 20 years	5%
20 or more years	6%

- C. Following completion of five (5) years of continuous full or at least 50% part-time active pay status by October 1 of any year and in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.
- D. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous active pay status equal to the service required by original eligibility plus a minimum of one additional year of such continuous active pay status for each payment.
- E. Payment to employees who become eligible by October 1 of any year shall be paid no later than December 15 in each year.
- F. For purposes of this section, continuous service means service calculated from the employee's hiring date as a regular employee in active pay status either in or out of this Bargaining Unit. Continuous service shall be broken by:
 - 1) Quitting
 - 2) Discharge for cause
 - 3) Removal from active pay status
 - 4) Retirement
 - 5) Layoff
- G. Should an employee leave employment with the Court for any reason, the employee's longevity will be paid on a prorated basis for each completed month of service with the Court from October 1.

ARTICLE 24

HOSPITALIZATION-MEDICAL-DENTAL COVERAGE INSURANCE

Effective 1/1/09- ACTIVE HEALTHCARE

**CORE plan for existing employees will be Community Blue PPO1 with \$0/\$30 prescriptions
 CORE plan for employees hired 1/1/09 and beyond will be tiered as follows with \$0/\$30 prescriptions:**

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

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

Upon Mutual Agreement of the union and the employer, the following may be changed: the plan design of the dental or the pharmacy benefit manager (to include prescription carve out from medical), or the insurance carriers for the dental may be changed.

RETIREE HEALTHCARE – for employees hired prior to 1/1/09

Upon retirement eligible employees shall be credited with 100% employer contribution toward healthcare.

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.

Effective 7/1/03

The Washtenaw County flexible fringe benefit (Appendix F) plan shall be implemented for all members of the bargaining unit. Once the plan is implemented, all members of the unit shall participate in the plan. All employees shall receive sufficient credits to fully provide the medical, dental and life insurance benefits currently in effect for members of this unit. In addition, employees shall receive credits sufficient to provide the basic long-term disability insurance available in the program.

New employees with less than three (3) years of service shall be fully enrolled in the Washtenaw County Flexible Fringe Benefits Plan, and provided service credit consistent with their years of service (e.g., CMM250 for the first three (3)-years of employment). These employees shall be allowed the opportunity to buy-up health care coverage and/or purchase an HMO or PPO as offered through the Flexible Fringe Benefits Plan.

Those employees, who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one (1) year, shall receive an amount equal to their flex credits per year to be paid on a biweekly basis.

The Employer shall explore possible changes to the flexible benefit plan including the following offerings during the next open enrollment period (Fall, 2003):

- Blue Cross / Blue Shield with a \$5 prescription co-pay
- In the event that an employee can demonstrate equivalent coverage, he/she may be able to opt out of dental, life and LTD coverage and use credits elsewhere within the plan. This offering would not allow for a “cash” option of the unused credits.
- Using up to 2 accrued sick days towards enhancing benefit levels in the Flexible Fringe Benefits Plan.
- Increasing LTD to 75% of salary with 3-month waiting period.

Effective 7/1/03

- (d) Continue the same benefits with the County paying the full premium for the present benefits with a \$10.00 co-pay for generic prescription drugs and \$20.00 co-pay for brand name prescription drugs.

Effective July 1, 1995

The County will establish and make available a Health Care Reimbursement Account and a Premium Reduction Account which enables an employee to pay for health care costs which are not covered by other health and dental plans and/or the premium cost to purchase health coverage on a salary reduction basis.

For all employees hired prior to January 1, 1995:

- (a) The Employer agrees to continue in full force and effect the existing Blue Cross-Blue Shield coverage on behalf of employees qualified for same.
- (b) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB. This coverage shall be applied to all employees covered by the terms of this Agreement.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employee's absence as a result of any injury, illness, or maternity, for the first six (6) months.
- (d) **Effective 1/1/1995**, Continue the same benefits with the County paying the full premium for the present benefits and for a \$3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider)
- (e) The County will pay the full premium for the following dental benefits:

100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.

- (f) Those employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

Effective 1/1/1996

- (d) Continue the same benefits with the County paying the full premium for the present benefits and for a \$5.00, co-pay preferred Rx prescription drug rider (maintenance drug rider).

For employees hired on January 1, 1995 and thereafter:

- (a) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Shield CMM 250. This coverage shall be applied for these employees for the first three (3) years of employment.
- (b) Employees hired on January 1, 1995 and thereafter, will be given the option to "buy up" to the Blue Cross/Blue Shield MVF I, Master Medical IMB-OB plan by paying the difference in premium costs, during the first three years of employment, through payroll deduction.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Shield CMM 250 for the employee and his/her family during the first three (3) years of employment during the employee's absence as a result of any injury, illness, or maternity for the first (6) months.
- (d) **Effective 1/1/1995** --> Continue the same benefits with the County paying the full premium for the present benefits and for a \$3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider).
- (e) The County will pay the full premium for the following dental benefits:
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- (f) Upon the fourth year of employment, the employee shall be removed from Blue Shield CMM 250 and the Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, under the plan Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB.
- (g) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Cross/Blue Shield MVF I, Master Medical IMB-OB from the fourth year and thereafter, if any employee's absence is the result of any injury, illness, or maternity for the first six (6) months.
- (h) Those Employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by the Trial Court and/or Washtenaw County and are eligible for the same full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

Effective 1/1/1996

- (d) Continue the same benefits with the County paying the full premium for the present benefits and for a \$5.00, co-pay preferred Rx prescription drug rider (maintenance drug rider).

**ARTICLE 25
LIFE INSURANCE**

The Employer agrees to pay full cost of premiums for Life Insurance for permanent salaried and hourly-rate employees who work sixty (60) hours or more per pay period. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six (6) months following hire. The basic policy (plan Code LI-01) amount of Life Insurance ranges between eight thousand (\$8,000) dollars minimum and fifty thousand (\$50,000) dollars maximum based on one (1) times the annual base salary including longevity payments and premium pay, but excluding overtime payments, adjusted to the next higher five hundred (\$500) dollars if not already a multiple of five hundred (\$500).

Additional levels of insurance are optional to purchase. They are:

LI-02	2 X Salary	maximum of \$100,000
LI-03	3 X Salary	maximum of \$150,000

The Employer agrees to provide a supplemental life insurance program for those employees who are desirous of participating. Any employee desiring to participate in such supplemental life insurance will be allowed to do so at the employee's expense and the County agrees that the expense for said insurance or the monthly premium may be deducted through payroll deduction upon authorization by the employee.

**ARTICLE 26
WORKER'S COMPENSATION - On-The-Job Injury**

- (a) **Effective January 1, 1995**, each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income, for a period not to exceed six (6) months.
- (b) **Effective January 1, 1995**, an employee on Worker's Compensation for a period longer than six (6) months will be allowed to utilize any accrued sick leave and/or vacation to supplement his/her Worker's Compensation, in an amount sufficient to maintain his/her regular weekly income until said benefits are exhausted. When doing so, employees will be considered full-time employees and eligible for full medical insurance benefits.

**ARTICLE 27
RETIREMENT OR PENSION PLAN**

The Washtenaw County Retirement System

Deductions are made each pay day for deposit to the Washtenaw County Retirement System. Deductions start at the beginning of an employee's services with the Employer and equal six (6) percent of total compensation. (Effective January 1, 1993, the contribution rate will be five (5) percent.)

Benefits are based on salary and length of service, being equal to two (2) percent of final average compensation times the number of years of service upon retirement with a maximum of seventy-five (75) percent of the final average compensation, for all those employees who retire, terminate membership in the plan or terminate county employment on or after January 1, 1987.

Final Average Compensation is the average of the compensation paid the employee by the Employer *during the period of three (3) consecutive years of service which produces the highest average*. The three (3) consecutive years must be within your last ten (10) years of credited service.

Benefits are payable upon normal retirement at any time after age sixty (60). Any employee who works until retirement and is over sixty (60) must have eight (8) years of service to qualify for pension. Any employee who leaves before age sixty (60) and has eight (8) years of service credit may leave his/her pension contributions in the fund and begin drawing pension benefits at age sixty (60).

Effective January 1, 1998: Implement "Rule of 75." Employees may retire at age 50 with full benefits providing he/she has twenty-five (25) or more years of service.

In the event employment with the Employer is severed for any reason before an employee qualifies for retirement benefits, a refund of all contributions made by the employee, plus interest compounded annually, will be made upon request.

Deferred retirees will be allowed to participate, at their own expense in the County Blue Cross/Blue Shield program, once they are placed on the County retirement rolls.

The Employer agrees to pay the premium for Blue Cross and Blue Shield hospitalization insurance presently in effect for regular County employees, for retirees from the date of their retirement until they reach their 65th birthday.

The Employer agrees to pay the premiums for Blue Cross and Blue Shield Medicare Supplement Insurance.

The Employer also agrees to pay the Blue Cross and Blue Shield for the retiree's spouse when it pays for the retiree's medical insurance.

A Retirement Commission administers the Retirement System and any questions about retirement should be directed to the Chairman of the Retirement Commission in writing.

If any employee is absent because of illness or off-the-job injury and verifies same to the Employer, the Employer shall continue to make the required contributions to the present Pension Fund under which the employees are covered for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Effective 1/1/09, all employees will move to the WCERS defined benefit plan 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 date of BOC approval, 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.

WCERS death benefit shall be \$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, the Purchase of Military Reserve and Peace Time Active Duty after 1980

- (1) Allow the purchase of military reserve and National Guard time at the 5% rate with an Honorable Discharge and the restriction that this time cannot and has not been used for any other retirement plan credit. (.25 yr service credit per reserve/NG year served.)
- (2) Allow the purchase of "peace time" active duty service time; with an Honorable Discharge; that is currently prohibited by Section 11 (e) of the WCERS Ordinance.

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.

ARTICLE 28

CAR OR MILEAGE ALLOWANCE

Effective January 1, 1995, the Employer agrees to reimburse employees for use of their personal cars while on assignment, at the rate allowed by the Internal Revenue Service (IRS). All changes in this allowance shall become effective with the effective date given by the IRS.

The County of Washtenaw Standardized Travel Regulations Policy shall remain in effect for the life of this contract.

ARTICLE 29

TUITION REIMBURSEMENT

Any staff member who endeavors to improve his/her skills and job performance by study or training will be encouraged to do so through financial assistance from the Employer.

ELIGIBLE STAFF: Any person having employment status as a permanent, full-time employee of Washtenaw County Trial Court is eligible for financial assistance under this Tuition Reimbursement program. Further, staff members must have held employment status as a permanent, full-time employee for Washtenaw County Trial Court – Juvenile Center for a period of no less than six (6) consecutive months on the date of starting an approved course.

COURSES APPROVED: Eligible staff shall receive tuition reimbursement provided that the course work meets one of the following conditions:

- The course is directly related to the assigned duties of the staff member in his/her present position and a direct application of knowledge to be gained in the course can be clearly stated, **OR**
- The course is in preparation for a related degree or possible future duties that may be assigned the staff his/her present position or is a course that would qualify her/him for a promotion in the bargaining unit or into other Court positions. Appropriate courses are those necessary to complete a degree or elective courses which will be accepted by the relevant institution toward procurement of a degree.

The above criterion is subject to the requirements as stipulated below.

A grade of "C" or better, or if no grades are given for the course, certification of completion of course requirements, is necessary and copy of evidence is to be presented to the Personnel Director, in conjunction with proof of total payment for tuition, in order to receive any tuition reimbursement from Washtenaw County.

NOTE: Courses, conferences, seminars, in-service training, and other programs whereby staff members are sent by the Court, or attendance by the staff member is beneficial to his/her position, and all costs of attending such programs are paid by the Employer, are not subject to provisions of this Tuition Reimbursement Program.

APPROVAL: The approving body for courses under the Tuition Reimbursement program shall consist of the Juvenile Center Administrator shall be responsible for approving courses under the Tuition Reimbursement program. Appeals may be decided by the Trial Court Administrator and County Human Resources Director.

RESPONSIBILITY: The County Human Resources Director is assigned as the Coordinator of the Tuition Reimbursement program.

GENERAL:

1. The first course each term can be on the Employer's time but time off for the second course must be taken either as vacation or compensatory time.
2. Courses must be approved in writing by the approving body prior to starting classes.
3. Course work and related reports must be completed within six (6) months from starting classes.
4. The Court expects that an employee will continue employment for at least one (1) year following completion of classes or a program of study. If a voluntary quit occurs, the employee will be expected to repay to Washtenaw County the full amount received from the County. If such payment is not made, said amount shall be withheld from the employee's final pay check.
5. Reimbursement under this program shall be 50% of tuition only upon satisfactory completion of an approved course. Books, supplies, transportation, or other costs of attending classes are not to be paid by the County. Reimbursement under this program shall be 25% for the period of 1/1/09-8/31/09.
6. Any stipend, grant, scholarship, etc., which contributes toward the tuition payment shall be deducted on a pro-rata basis from the County's assistance payment.
7. Reimbursement shall be limited to six (6) credit hours per term.

PROCEDURE:

1. Each course applicant shall complete and sign an Application for Approval of Reimbursement for Tuition Form. Adequate answers must be provided to each question. Copies of the form may be obtained in the County Human Resources. Three (3) copies are to be submitted to the County Human Resources.
2. The department head and the Personnel Director may meet with the course applicant, discuss the proposed course, and approve or reject the application.
3. Upon conditional approval, the course applicant shall receive the third copy of the approved application, and the Human Resources shall retain the first and second copies. In addition, one (1) financial assistance verification form shall be requested with respect to each course being applied for.
4. Where additional course work, diploma, degree or license becomes necessary as a condition of employment, the Employer shall, under the provisions of this plan, pay fifty (50%) for the necessary courses.
5. Upon successful completion of the course, and presentation of satisfactory evidence of course completion, including the grade received, together with proof of payment of tuition, the second copy of the Application for Approval or Reimbursement for Tuition will be approved by the Personnel Director for payment and forwarded to the County Controller who shall make payment to the employee.
6. The first copy, with evidence of course completion, as outlined in 5., above, shall be entered in the personnel folder of the staff member and retained as a permanent record.

**ARTICLE 30
COMPENSATORY TIME**

All employees covered under this contract shall be compensated with compensatory time on a straight-time basis for hours worked in excess of 37.5 hours in a work week. Time earned and taken (flexed) within a pay period shall not be subject to the 37.5 hour requirement. Employees shall be allowed to accumulate a compensatory time bank of no more than ten (10) days. Time accumulated, up to the ten (10) day cap, 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 designated 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.

**ARTICLE 31
ACT OF GOD**

If the Chief Judge of the Washtenaw County Family Division – Juvenile Center declares that the Court cannot be opened or operated in its usual manner due to weather conditions, natural disaster, civil disturbance, or any other officially declared emergency, an employee shall not be subject to any deduction in pay and the time lost will not be taken from any accumulated annual, sick or compensatory time.

**ARTICLE 32
PARKING**

Current parking arrangements at the Juvenile Center shall remain in effect and unchanged throughout the life of this contract unless the operations for the Juvenile Center are relocated to the downtown courthouse or other location.

**ARTICLE 33
SUCCESSOR CLAUSE**

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

**ARTICLE 34
JURY DUTY**

An employee who serves on jury duty or is subpoenaed as a witness will be paid the difference between that portion of his/her pay for jury duty or witness duty which represents a five (5) day work week and his/her regular pay. Mileage shall not be deducted from the portion which the County pays the employee.

**ARTICLE 35
MILITARY SERVICE**

Any employee on the seniority list inducted into the Military, Naval, Marine or Air service under provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall upon termination of such service, be re-employed in accordance with the provision of such laws.

**ARTICLE 36
CREDIT UNION**

The Employer agrees to deduct from each employee who so authorizes it in writing, a specified sum each and every payroll, and to remit this sum to the Huron Valley Area Credit Union not less frequently than monthly. The employee may revoke at any time this authorization [and assigned] by filing with the Employer and the Credit Union, a statement in writing that he/she does not want the Employer to continue making such deductions provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.

**ARTICLE 37
RATES FOR NEW JOBS**

When a new job, change in job or change in job title is being considered the Personnel Director shall notify the Union of the job title and rate structure prior to its going to the Ways and Means Committee or becoming effective. In the event the Union requests, within one (1) week of notification, the rate shall be subject to negotiations. If the Employer determines that an emergency exists, it shall set the rate without prior notification or negotiations with the Union. Subsequent to the effective date of the rate, the Employer shall notify the Union of the rate. If the Union requests, within one (1) week of the notification, the rate shall be the subject of negotiations and if a different rate is agreed upon, it shall be retroactively applied.

**ARTICLE 38
CONTINUING BENEFITS OR DEDUCTIONS**

All options for payroll deduction allowed by the Employer prior to the Agreement shall continue for the life of this contract, i.e., Group Car insurance, Credit Union, etc.

**ARTICLE 39
PERSONAL TELEPHONE CALLS**

The Employer agrees that employees will be allowed to make and receive necessary phone calls on the Employer's phones but such calls should be held to a minimum time and number. The employees shall not be required to pay for local calls.

**ARTICLE 40
LUNCHROOM**

The Employer agrees to continue the present lunchroom facility at the Juvenile Center or a substantially equivalent lunchroom.

**ARTICLE 41
HEALTH AND SAFETY**

Should an employee feel that his/her work requires him/her to work under unsafe conditions, he/she shall report the conditions to his/her department coordinator and his/her steward for the proper action. If the matter is not adjusted satisfactorily, a special conference will be held.

**ARTICLE 42
EXCLUDED EMPLOYEES**

The Employer will supply twice a year, in January and July, a list of all County employees with a designation of their bargaining unit, if any, and department. If AFSCME Local 3052 questions any of the employees excluded from their bargaining units it shall be the subject of a special conference.

**ARTICLE 43
BARGAINING UNIT WORK**

Bargaining unit work shall not be transferred to department coordinator for the purpose of eliminating positions within the bargaining unit.

**ARTICLE 44
INSURANCE**

- A. The Employer shall be liable for or carry or pay the full premium for any liability insurance covering employees for all liabilities they incur in the scope of their regular employment. Said liability insurance is in the amount of \$1,000,000.00.

If an employee suffers property damage or loss of property in the course of his/her employment, he/she shall file a claim with the Employer. The claim must state the facts concerning the loss. If the loss is due to other than the employee's negligence, the Employer shall reimburse the employee for the loss not otherwise compensated. In no event shall there be any reimbursement in excess of \$100.00 per occurrence.

- B. **Unemployment Compensation.** The Employer shall provide to the employees, unemployment compensation as required by law. The Employer shall notify the employees as to procedure they are to use, upon advising them of any layoff contemplated, in order that they may properly apply for unemployment compensation.

**ARTICLE 45
CONTRACTING AND SUB-CONTRACTING OF WORK**

During the term of this Agreement the Employer shall not contract out or sub-contract any work that would result in a layoff to employees.

**ARTICLE 46
GLOSSARY**

ANNIVERSARY DATE: The date of hire or the date an employee assumes a new job title and duties. Change of job title within a grade, or demotion, do not change this date. However, an employee on an approved leave shall have a new anniversary date which shall be the old anniversary date minus the length of time on leave which shall reflect a reduction of credit months equal to the length of time on leave.

DEMOTION: When an employee moves from one classification to a job classification of a lower pay grade.

HIRE DATE: Hire date is the most recent date of hire with the Court.

INCREMENT DATE (ANNUAL): Corresponds to anniversary date.

JOB TITLE: References to job title in general or to specific job titles shall apply to all employees within that title.

PROMOTION: When an employee moves from his/her existing job classification to a job which has a higher pay grade. A promotion results in the equivalent of a two-step increase from the current pay scale unless this is not possible within the pay scale of the new position.

RECLASSIFICATION: The changing at the pay grade of an existing job title because of change of duties of the job or where a change of grade is found necessary because of market conditions for persons with the required skills. If a job is reclassified down, it should be without loss of pay, with the understanding that if the position is vacated, it will go to the new grade.

SENIORITY DATE. Seniority date and date of hire are one and the same except as provided for elsewhere in this agreement.

STEP INCREASE: Represents movement within a pay grade at annual intervals. However, an employee may be denied his/her step increase for documented unsatisfactory job performance.

TERMINATION DATE: The date an employee separates from Trial Court employment as a result of resignation, retirement or discharge.

TRANSFERS: A transfer occurs when an employee moves from one department to another. Involuntary transfers shall not result in loss of pay to an employee.

TRANSFERS WITHIN SAME CLASSIFICATION: When an employee is transferred from one job to another job which both have the same classification, the anniversary date does not change as a result of the transfer.

**ARTICLE 47
DISTRIBUTION OF AGREEMENT**

The Employer agrees to give to each employee a copy of this Agreement within four (4) weeks after the final draft has been approved and signed, and to provide a copy of the same Agreement to all new employees as part of the County Orientation. Each unit's contract cover shall be of distinct color.

**ARTICLE 48
NOTICE OF TERMINATION**

Employees should give at least two weeks notice of termination.

**ARTICLE 49
PRONOUNS - Use Of**

When the male gender is used in this Agreement it shall be applied equally to the female gender.

**ARTICLE 50
SEPARABILITY AND SAVINGS CLAUSE**

1. If any Article or Section of this contract, or of any riders thereto should be held invalid by 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 pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE 51
CONFERENCES, WORKSHOPS AND SEMINARS**

Improvement of the worth of staff members of the Washtenaw County Trial Court by the efforts of each is encouraged. Each staff member is encouraged to train himself/herself in skills that will increase his/her value to the Court.

Employees are encouraged to attend conferences, workshops or seminars in which the training is directly related to the employee's assigned duties or the training is required to maintain a professional license or registration. Requests for approval to attend educational conferences, workshops and seminars shall be made to the department in accordance with policies and guidelines developed by the department head.

Employees shall be allowed time off with pay to attend approved conferences, workshops or seminars. Reimbursement for expenses are subject to budgetary allocations and the discretion of the department head.

ARTICLE 52

PERSONNEL POLICIES AND PROCEDURES

The County will establish comprehensive personnel policies and procedures. It is agreed that such policies and procedures will not be inconsistent with this contract. Further, prior to approval by the Board of Commissioners, the County will submit said personnel policies and procedures to the Union for review. If the Union so requests, a special conference will be held to discuss said policies and procedures.

ARTICLE 53

WELLNESS ACTIVITIES

The worksite Wellness Program representative shall meet with departments as requested to explore developing building wellness activities.

ARTICLE 54

DURATION

1. This Agreement shall be in full force and effect from January 1, 2008, except as otherwise noted, to and including December 31, 2010 and said Agreement shall continue, but if either party desires to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to the date of expiration.
2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to or of any subsequent contract year advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.
3. In the advent of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination of the automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.
4. In the event of war, declaration of emergency, or imposition of civilian control during the life of this contract, either party may reopen the same upon sixty (60) days' written notice, and request re-negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.
5. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

ARTICLE 55

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.

ARTICLE 56 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.

ARTICLE 57 WORK PLANS

Work plans provide an objective mechanism to assist an employee and his/her manager in identifying work goals, outcomes and measures 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 58
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.

Recommendation(s) shall be made by majority voting of the committee members.

The committee will make written recommendations as to the outcomes of the voting process, and will notify the employee(s) involved and Administration.

Committee recommendations for reclassification will be presented to the Board of Commissioners as part of the next budget adjustment.

The Committee members will rotate the taking and distribution of meeting minutes. A template shall be created to assist with this function.

Any reclassification request(s) submitted during negotiations shall be reviewed and determined according to the process outlined above.

ARTICLE 59

EMPLOYEE PERFORMANCE EVALUATIONS

Once an employee has completed his/her probationary period a performance evaluation must be completed. Prior to the employee's anniversary date, an employee shall receive an evaluation for the purpose of evaluating his/her performance. 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.

The Employer agrees that performance evaluations shall be used for the purpose of complimenting performance, as well as constructive criticism. The evaluation form shall be filled out completely, indicating to the employee both satisfactory and unsatisfactory areas of performance as they apply, and specifying those areas which need improvement. An employee may be denied his/her step increase for documented unsatisfactory performance.

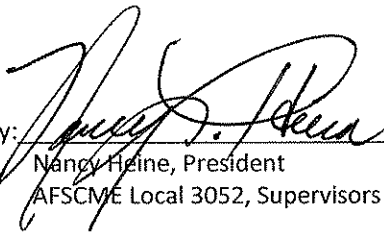
It is agreed the present evaluation form shall be used during the term of this Contract.

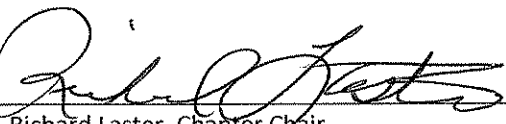
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year above written.

FOR THE UNION:

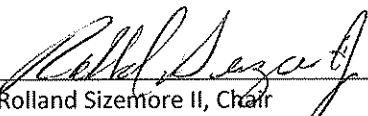
Washtenaw County Supervisory Employees
Local 3052, Council No. 25, AFSCME, AFL-CIO

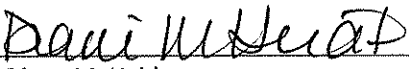
By: 
Angela Tabor
Council 25 Staff Representative

By: 
Nancy Heine, President
AFSCME Local 3052, Supervisors


By: 
Richard Laster, Chapter Chair
AFSCME Local 3052, Trial Court – Juvenile
Center Supervisors

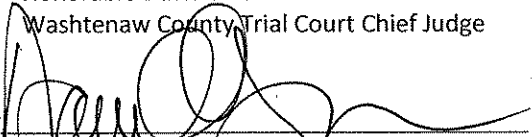
FOR THE EMPLOYER:

By: 
Rolland Sizemore II, Chair
Washtenaw County Board of Commissioners

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

WASHTENAW COUNTY TRIAL COURT:

By: 
Honorable David Swartz
Washtenaw County Trial Court Chief Judge

By: 
Daniel Dwyer
Trial Court Administrator

ATTESTED TO:

By: 
Lawrence Kestenbaum
Washtenaw County Clerk / Register of Deeds

**APPENDIX A
SALARY SCHEDULE**

**SCHEDULE T
EFFECTIVE 1/1/2008-JUVENILE CENTER SUPERVISORS
GROUP 24**

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$33,938.09 \$1,305.31 \$17.40	\$35,607.95 \$1,369.54 \$18.26	\$37,230.78 \$1,431.95 \$19.09	\$38,853.57 \$1,494.37 \$19.92	\$40,476.42 \$1,556.79 \$20.76	\$42,075.71 \$1,618.30 \$21.58	\$43,698.53 \$1,680.71 \$22.41	\$45,274.32 \$1,741.32 \$23.22
73	\$36,431.12 \$1,401.20 \$18.68	\$38,242.10 \$1,470.85 \$19.61	\$40,006.04 \$1,538.69 \$20.52	\$41,722.91 \$1,604.73 \$21.40	\$43,510.37 \$1,673.48 \$22.31	\$45,250.80 \$1,740.42 \$23.21	\$46,991.20 \$1,807.35 \$24.10	\$48,684.59 \$1,872.48 \$24.97
74	\$39,182.85 \$1,507.03 \$20.09	\$41,087.90 \$1,580.30 \$21.07	\$42,945.91 \$1,651.77 \$22.02	\$44,874.49 \$1,725.94 \$23.01	\$46,756.01 \$1,798.31 \$23.98	\$48,661.08 \$1,871.58 \$24.95	\$50,519.08 \$1,943.04 \$25.91	\$52,330.04 \$2,012.69 \$26.84
75	\$42,146.26 \$1,621.01 \$21.61	\$44,168.91 \$1,698.80 \$22.65	\$46,215.08 \$1,777.50 \$23.70	\$48,237.73 \$1,855.30 \$24.74	\$50,283.88 \$1,934.00 \$25.79	\$52,330.04 \$2,012.69 \$26.84	\$54,282.14 \$2,087.77 \$27.84	\$56,281.26 \$2,164.66 \$28.86
76	\$45,297.83 \$1,742.22 \$23.23	\$47,508.63 \$1,827.25 \$24.36	\$49,672.39 \$1,910.48 \$25.47	\$51,859.66 \$1,994.60 \$26.59	\$54,046.95 \$2,078.73 \$27.72	\$56,281.26 \$2,164.66 \$28.86	\$58,397.98 \$2,246.08 \$29.95	\$60,467.66 \$2,325.68 \$31.01
77	\$48,708.11 \$1,873.39 \$24.98	\$51,060.02 \$1,963.85 \$26.18	\$53,411.93 \$2,054.31 \$27.39	\$55,787.36 \$2,145.67 \$28.61	\$58,092.23 \$2,234.32 \$29.79	\$60,491.18 \$2,326.58 \$31.02	\$62,819.57 \$2,416.14 \$32.22	\$65,100.92 \$2,503.88 \$33.39
78	\$52,377.10 \$2,014.50 \$26.86	\$54,917.15 \$2,112.20 \$28.16	\$57,457.22 \$2,209.89 \$29.47	\$60,020.79 \$2,308.49 \$30.78	\$62,584.39 \$2,407.09 \$32.09	\$65,124.44 \$2,504.79 \$33.40	\$67,593.96 \$2,599.77 \$34.66	\$69,945.86 \$2,690.23 \$35.87
79	\$56,304.76 \$2,165.57 \$28.87	\$59,032.99 \$2,270.50 \$30.27	\$61,808.25 \$2,377.24 \$31.70	\$64,512.95 \$2,481.27 \$33.08	\$67,241.17 \$2,586.20 \$34.48	\$69,969.39 \$2,691.13 \$35.88	\$72,697.61 \$2,796.06 \$37.28	\$75,308.23 \$2,896.47 \$38.62
80	\$60,538.21 \$2,328.39 \$31.05	\$63,478.10 \$2,441.47 \$32.55	\$66,488.56 \$2,557.25 \$34.10	\$69,428.44 \$2,670.32 \$35.60	\$72,368.35 \$2,783.40 \$37.11	\$75,331.75 \$2,897.38 \$38.63	\$78,177.56 \$3,006.83 \$40.09	\$81,046.89 \$3,117.19 \$41.56

SCHEDULE T
EFFECTIVE 1/1/2009-JUVENILE CENTER SUPERVISORS
GROUP 24

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$34,107.78	\$35,785.99	\$37,416.93	\$39,047.84	\$40,678.80	\$42,286.09	\$43,917.02	\$45,500.69
	\$1,311.84	\$1,376.38	\$1,439.11	\$1,501.84	\$1,564.57	\$1,626.39	\$1,689.12	\$1,750.03
	\$17.49	\$18.35	\$19.19	\$20.02	\$20.86	\$21.69	\$22.52	\$23.33
73	\$36,613.28	\$38,433.31	\$40,206.07	\$41,931.53	\$43,727.92	\$45,477.06	\$47,226.15	\$48,928.02
	\$1,408.20	\$1,478.20	\$1,546.39	\$1,612.75	\$1,681.84	\$1,749.12	\$1,816.39	\$1,881.85
	\$18.78	\$19.71	\$20.62	\$21.50	\$22.42	\$23.32	\$24.22	\$25.09
74	\$39,378.76	\$41,293.34	\$43,160.64	\$45,098.86	\$46,989.79	\$48,904.38	\$50,771.67	\$52,591.69
	\$1,514.57	\$1,588.21	\$1,660.02	\$1,734.57	\$1,807.30	\$1,880.94	\$1,952.76	\$2,022.76
	\$20.19	\$21.18	\$22.13	\$23.13	\$24.10	\$25.08	\$26.04	\$26.97
75	\$42,356.99	\$44,389.76	\$46,446.15	\$48,478.92	\$50,535.30	\$52,591.69	\$54,553.55	\$56,562.67
	\$1,629.12	\$1,707.30	\$1,786.39	\$1,864.57	\$1,943.67	\$2,022.76	\$2,098.21	\$2,175.49
	\$21.72	\$22.76	\$23.82	\$24.86	\$25.92	\$26.97	\$27.98	\$29.01
76	\$45,524.32	\$47,746.17	\$49,920.75	\$52,118.96	\$54,317.18	\$56,562.67	\$58,689.97	\$60,770.00
	\$1,750.94	\$1,836.39	\$1,920.03	\$2,004.58	\$2,089.12	\$2,175.49	\$2,257.31	\$2,337.31
	\$23.35	\$24.49	\$25.60	\$26.73	\$27.85	\$29.01	\$30.10	\$31.16
77	\$48,951.65	\$51,315.32	\$53,678.99	\$56,066.30	\$58,382.69	\$60,793.63	\$63,133.67	\$65,426.42
	\$1,882.76	\$1,973.67	\$2,064.58	\$2,156.40	\$2,245.49	\$2,338.22	\$2,428.22	\$2,516.40
	\$25.10	\$26.32	\$27.53	\$28.75	\$29.94	\$31.18	\$32.38	\$33.55
78	\$52,638.98	\$55,191.74	\$57,744.51	\$60,320.89	\$62,897.31	\$65,450.06	\$67,931.93	\$70,295.59
	\$2,024.58	\$2,122.76	\$2,220.94	\$2,320.03	\$2,419.13	\$2,517.31	\$2,612.77	\$2,703.68
	\$26.99	\$28.30	\$29.61	\$30.93	\$32.26	\$33.56	\$34.84	\$36.05
79	\$56,586.29	\$59,328.16	\$62,117.29	\$64,835.51	\$67,577.37	\$70,319.23	\$73,061.09	\$75,684.77
	\$2,176.40	\$2,281.85	\$2,389.13	\$2,493.67	\$2,599.13	\$2,704.59	\$2,810.04	\$2,910.95
	\$29.02	\$30.42	\$31.86	\$33.25	\$34.66	\$36.06	\$37.47	\$38.81
80	\$60,840.90	\$63,795.49	\$66,821.00	\$69,775.58	\$72,730.19	\$75,708.41	\$78,568.45	\$81,452.12
	\$2,340.03	\$2,453.67	\$2,570.04	\$2,683.68	\$2,797.32	\$2,911.86	\$3,021.86	\$3,132.77
	\$31.20	\$32.72	\$34.27	\$35.78	\$37.30	\$38.82	\$40.29	\$41.77

SCHEDULE T
EFFECTIVE 1/1/2010-JUVENILE CENTER SUPERVISORS
GROUP 24

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$34,619.39	\$36,322.78	\$37,978.18	\$39,633.56	\$41,288.98	\$42,920.38	\$44,575.77	\$46,183.20
	\$1,331.52	\$1,397.03	\$1,460.70	\$1,524.37	\$1,588.04	\$1,650.78	\$1,714.45	\$1,776.28
	\$17.75	\$18.63	\$19.48	\$20.32	\$21.17	\$22.01	\$22.86	\$23.68
73	\$37,162.48	\$39,009.81	\$40,809.16	\$42,560.50	\$44,383.84	\$46,159.21	\$47,934.54	\$49,661.94
	\$1,429.33	\$1,500.38	\$1,569.58	\$1,636.94	\$1,707.07	\$1,775.35	\$1,843.64	\$1,910.07
	\$19.06	\$20.01	\$20.93	\$21.83	\$22.76	\$23.67	\$24.58	\$25.47
74	\$39,969.44	\$41,912.74	\$43,808.05	\$45,775.35	\$47,694.64	\$49,637.95	\$51,533.25	\$53,380.56
	\$1,537.29	\$1,612.03	\$1,684.93	\$1,760.59	\$1,834.41	\$1,909.15	\$1,982.05	\$2,053.10
	\$20.50	\$21.49	\$22.47	\$23.47	\$24.46	\$25.46	\$26.43	\$27.37
75	\$42,992.35	\$45,055.60	\$47,142.85	\$49,206.10	\$51,293.33	\$53,380.56	\$55,371.86	\$57,411.11
	\$1,653.55	\$1,732.91	\$1,813.19	\$1,892.54	\$1,972.82	\$2,053.10	\$2,129.69	\$2,208.12
	\$22.05	\$23.11	\$24.18	\$25.23	\$26.30	\$27.37	\$28.40	\$29.44
76	\$46,207.18	\$48,462.36	\$50,669.56	\$52,900.75	\$55,131.94	\$57,411.11	\$59,570.32	\$61,681.55
	\$1,777.20	\$1,863.94	\$1,948.83	\$2,034.64	\$2,120.46	\$2,208.12	\$2,291.17	\$2,372.37
	\$23.70	\$24.85	\$25.98	\$27.13	\$28.27	\$29.44	\$30.55	\$31.63
77	\$49,685.92	\$52,085.05	\$54,484.17	\$56,907.29	\$59,258.43	\$61,705.54	\$64,080.67	\$66,407.82
	\$1,911.00	\$2,003.27	\$2,095.55	\$2,188.74	\$2,279.17	\$2,373.29	\$2,464.64	\$2,554.15
	\$25.48	\$26.71	\$27.94	\$29.18	\$30.39	\$31.64	\$32.86	\$34.06
78	\$53,428.57	\$56,019.61	\$58,610.68	\$61,225.71	\$63,840.77	\$66,431.81	\$68,950.90	\$71,350.03
	\$2,054.94	\$2,154.60	\$2,254.26	\$2,354.83	\$2,455.41	\$2,555.07	\$2,651.96	\$2,744.23
	\$27.40	\$28.73	\$30.06	\$31.40	\$32.74	\$34.07	\$35.36	\$36.59
79	\$57,435.08	\$60,218.08	\$63,049.05	\$65,808.04	\$68,591.03	\$71,374.02	\$74,157.01	\$76,820.04
	\$2,209.04	\$2,316.08	\$2,424.96	\$2,531.08	\$2,638.12	\$2,745.15	\$2,852.19	\$2,954.62
	\$29.45	\$30.88	\$32.33	\$33.75	\$35.17	\$36.60	\$38.03	\$39.39
80	\$61,753.52	\$64,752.42	\$67,823.32	\$70,822.22	\$73,821.15	\$76,844.04	\$79,746.97	\$82,673.91
	\$2,375.14	\$2,490.48	\$2,608.59	\$2,723.93	\$2,839.27	\$2,955.54	\$3,067.19	\$3,179.77
	\$31.67	\$33.21	\$34.78	\$36.32	\$37.86	\$39.41	\$40.90	\$42.40

SCHEDULE T
EFFECTIVE 7/1/2010-JUVENILE CENTER SUPERVISORS
GROUP 24

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$35,138.69	\$36,867.62	\$38,547.86	\$40,228.06	\$41,908.32	\$43,564.19	\$45,244.41	\$46,875.95
	\$1,351.49	\$1,417.99	\$1,482.61	\$1,547.23	\$1,611.86	\$1,675.55	\$1,740.17	\$1,802.92
	\$18.02	\$18.91	\$19.77	\$20.63	\$21.49	\$22.34	\$23.20	\$24.04
73	\$37,719.92	\$39,594.95	\$41,421.30	\$43,198.91	\$45,049.60	\$46,851.60	\$48,653.56	\$50,406.86
	\$1,450.77	\$1,522.88	\$1,593.13	\$1,661.50	\$1,732.68	\$1,801.98	\$1,871.29	\$1,938.73
	\$19.34	\$20.31	\$21.24	\$22.15	\$23.10	\$24.03	\$24.95	\$25.85
74	\$40,568.99	\$42,541.43	\$44,465.17	\$46,461.98	\$48,410.06	\$50,382.52	\$52,306.25	\$54,181.27
	\$1,560.35	\$1,636.21	\$1,710.20	\$1,787.00	\$1,861.93	\$1,937.79	\$2,011.78	\$2,083.90
	\$20.80	\$21.82	\$22.80	\$23.83	\$24.83	\$25.84	\$26.82	\$27.79
75	\$43,637.23	\$45,731.44	\$47,849.99	\$49,944.19	\$52,062.73	\$54,181.27	\$56,202.43	\$58,272.27
	\$1,678.36	\$1,758.90	\$1,840.38	\$1,920.93	\$2,002.41	\$2,083.90	\$2,161.63	\$2,241.24
	\$22.38	\$23.45	\$24.54	\$25.61	\$26.70	\$27.79	\$28.82	\$29.88
76	\$46,900.29	\$49,189.30	\$51,429.61	\$53,694.26	\$55,958.92	\$58,272.27	\$60,463.88	\$62,606.77
	\$1,803.86	\$1,891.90	\$1,978.06	\$2,065.16	\$2,152.27	\$2,241.24	\$2,325.53	\$2,407.95
	\$24.05	\$25.23	\$26.37	\$27.54	\$28.70	\$29.88	\$31.01	\$32.11
77	\$50,431.21	\$52,866.33	\$55,301.44	\$57,760.90	\$60,147.31	\$62,631.12	\$65,041.88	\$67,403.94
	\$1,939.66	\$2,033.32	\$2,126.98	\$2,221.57	\$2,313.36	\$2,408.89	\$2,501.61	\$2,592.46
	\$25.86	\$27.11	\$28.36	\$29.62	\$30.84	\$32.12	\$33.35	\$34.57
78	\$54,230.00	\$56,859.91	\$59,489.84	\$62,144.09	\$64,798.38	\$67,428.29	\$69,985.17	\$72,420.28
	\$2,085.77	\$2,186.92	\$2,288.07	\$2,390.16	\$2,492.25	\$2,593.40	\$2,691.74	\$2,785.40
	\$27.81	\$29.16	\$30.51	\$31.87	\$33.23	\$34.58	\$35.89	\$37.14
79	\$58,296.61	\$61,121.35	\$63,994.79	\$66,795.16	\$69,619.90	\$72,444.63	\$75,269.37	\$77,972.34
	\$2,242.18	\$2,350.82	\$2,461.34	\$2,569.04	\$2,677.69	\$2,786.33	\$2,894.98	\$2,998.94
	\$29.90	\$31.34	\$32.82	\$34.25	\$35.70	\$37.15	\$38.60	\$39.99
80	\$62,679.82	\$65,723.71	\$68,840.67	\$71,884.55	\$74,928.46	\$77,996.70	\$80,943.18	\$83,914.01
	\$2,410.76	\$2,527.84	\$2,647.72	\$2,764.79	\$2,881.86	\$2,999.87	\$3,113.20	\$3,227.46
	\$32.14	\$33.70	\$35.30	\$36.86	\$38.42	\$40.00	\$41.51	\$43.03

**APPENDIX B
CLASSIFICATIONS**

Grade 76

Clerk Recorder / Fiscal Supervisor

Grade 78

In-Home Intervention Supervisor

Grade 79

Probation Supervisor

Diversion / Adoption Supervisor

**APPENDIX C
MASTERS RATE**

Those employees in Caseworker Supervisor and Chief Clerk – Juvenile Division positions with a Master's Degree in Social Work (MSW) or an MA degree in the Behavior Sciences, or an MPA, or an MBA, upon reaching the last step in their grade, will be eligible, upon receipt of Master's Degree in one of the previously defined fields, to receive an additional salary supplement equivalent to 5% of step 4 in their grade, to be added to their salary. Salary supplement payment is not an "automatic", but must be earned upon satisfactory job performance as noted in their job evaluation for the preceeding (6) month period immediately before their anniversary date.

**APPENDIX D
LETTERS OF UNDERSTANDING**

1. Employees having equal seniority
2. Permanent panel of arbitrators
3. Other Eligible Adults
4. Driver's License Eligibility Standards

All Extant Letters of Understanding shall be carried forward and incorporated by reference in this Agreement.

**APPENDIX E
BOARD OF COMMISSIONERS RESOLUTION &
TENTATIVE AGREEMENT**

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.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Ouimet	X			Schwartz	X		
Gunn	X			Peterson	X			Sizemore	X		
Irwin	X			Ping	X			Smith	X		
Judge	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS 11 0 0

STATE OF MICHIGAN)

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on February 18, 2009, as it appears of record in my office.

COUNTY OF WASHTENAW)^{SS.}

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 19th day of February, 2009.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____

Deputy Clerk



Res. No. 09-0025

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:

4. Bachelors Degree in designated field plus one (1) year of specific experience
5. Three (3) years of college level education in designated field plus three (3) years of specific experience
6. 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.

**APPENDIX F
WASHTENAW COUNTY FLEXIBLE BENEFITS PROGRAM**

Washtenaw County offers a flexible benefits program to employee groups which have chosen this option. Under flexible benefits, employees can select their major fringe benefits from a "menu" of options based on his/her personal and family needs. The Washtenaw County Board of Commissioners enacted the flexible fringe benefit program with the provision that a "safety net" of benefits must be given to every employee. These are termed the Core Benefits. Core Benefits include medical, dental, life insurance, and long-term disability insurance. For this reason (as well as insurance carrier requirements) employees must select an option in all of these benefits categories.

The following is an outline of flex benefit options and is not intended to describe all of their features:

I. Medical

- A. Traditional Blue Cross/Blue Shield program (MM50).
- B. Employees hired prior to 1/1/09 – Blue Cross / Blue Shield Community Blue PPO1**
- C. Employees hired 1/1/09 and thereafter – Blue Cross / Blue Shield Community Blue PPO10**
- D. No medical insurance - available only if accompanied by specific documentation of coverage by spousal insurance plan.

II. Dental

- A. Blue Cross / Blue Shield \$750 annual maximum (current County Dental Plan) with 50% reimbursement on most procedures.**
- B. Delta \$1,000 annual maximum - with 80% reimbursement maximum on most procedures.

III. Life Insurance

- A. One times salary up to \$50,000.**
- B. Two times salary up to \$100,000.
- C. Three times salary up to \$150,000.
- D. Four times salary up to \$200,000.
- E. Five times salary up to \$250,000.
- F. Six times salary up to \$300,000.

IV. Long-Term Disability

- A. 50% of salary after 6 months of disability.**
- B. 50% of salary after 3 months disability.
- C. 60% of salary after 3 months disability.

V. Optional

Vision Care Plan - fixed reimbursements for frames, lenses and examinations every 24 months.

Core Plan Benefits are in bold & italic print

In addition to the above fringe benefits options, participating employees may select special reimbursement accounts for both **Health Care (HCRA)** and **Dependent Care (DCRA)**. These optional accounts permit an employee to reduce taxable income by depositing his/her wages into either or both accounts before it is taxed. Because of its tax-advantage status, employees may open these accounts to pay for:

1. Eligible medical expenses (generally those costs not paid by Blue Cross/Blue Shield such as annual physicals, well baby care, etc.;
2. Dental expenses (not reimbursed by insurance carrier) or DCRA for child care costs.

The maximum HCRA per year is \$3,000 deducted in biweekly installments; the maximum DCRA account is \$5,000 per year (deducted in biweekly installments). Reimbursement is done on a monthly basis following submission of eligible expenses and documentation of reimbursement by other carriers.

NOTE!! - Because of its tax advantage status, employees who open these accounts are required to spend them completely within the calendar year for which they are chosen; the IRS further requires that deductions in these costs cannot be changed during the year unless there is a qualifying event which affects family status, such as births, deaths, marriages, loss of employment, etc.; any unexpended funds would default back to the County.

Flexible Credits

Each employee in the Flexible Benefits program is provided the CORE benefits as identified. In the event that employees wish benefits different from the CORE benefits, they would be responsible for the additional cost to be deducted from their bi-weekly paycheck. Conversely, in the event an employee chose to waive healthcare benefits, he/she would receive the value of such waiver reimbursed to them as part of their bi-weekly paycheck.

Enrollment

All flexible benefits employees must re-enroll every year in the fall. Educational materials are available on *eCentral* or at educational sessions offered as part of the open enrollment process. These materials explain all of the details on the various benefit plans offered, as well as a summary of the benefits and give step-by-step documentation for enrollment.

Further questions on the flexible benefit program should be addressed to Washtenaw County Human Resources Office, (734) 222-6800.

APPENDIX G
BOC RESOLUTION & MEMORANDUM OF UNDERSTANDING
WITH THE WASHTENAW COUNTY TRIAL COURT

A RESOLUTION AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE WASHTENAW COUNTY TRIAL COURT SPECIFYING THE RIGHTS AND DUTIES OF EACH PARTY WITH RESPECT TO BUDGETARY AND OPERATIONAL ISSUES.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

January 21, 2004

WHEREAS, under Michigan law, the Washtenaw County Trial Court is a separate branch of government; and

WHEREAS, Washtenaw County is the funding unit for the Washtenaw County Trial Court; and

WHEREAS, on October 3, 1990, the County and the Trial Court executed a "Lump Sum Agreement" that detailed the rights and responsibilities of the parties concerning budgetary and operational issues; and

WHEREAS, after the Trial Court notified the County that it was terminating the "Lump Sum Agreement" in September, 2003, the Trial Court and County entered into extensive negotiations on a new Agreement; and

WHEREAS, the County and Trial Court have now reached a tentative agreement on a new Memorandum of Understanding, which provides the rights and responsibilities of the parties concerning budgetary and operational issues; and

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

NOW THEREFORE, BE IT RESOLVED that the Washtenaw County Board of Commissioners approves the "Memorandum of Understanding" with the Washtenaw County Trial Court attached to this Resolution and authorizes the Chair of the Board to sign the Memorandum of Understanding thereby binding the County to its terms and conditions, to be filed with the County Clerk.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Sizemore	X		
Bergman	X			Kern	X			Solowczuk	X		
Brackenbury	X			Peterson			X	Yekulis	X		
Gunn	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS 10 0 1

STATE OF MICHIGAN)

COUNTY OF WASHTENAW)^{SS.}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on January 21, 2004, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this _____ day of _____,

_____.

PEGGY M. HAINES, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 04-0016

MEMORANDUM OF UNDERSTANDING

This Agreement is between the Washtenaw County Board of Commissioners (hereafter "the County") and all of the Courts in Washtenaw County for which the Washtenaw County Board of Commissioners is the funding unit, namely the 22nd Circuit Court, Washtenaw County Probate Court and 14A District Court (hereafter collectively "the Court"). This Memorandum of Understanding replaces and revokes the "Lump Sum Agreement" previously signed by the Court and adopted by County Board resolution on October 3, 1990 and is binding on the parties effective on the date signed.

GENERAL AGREEMENTS

1. The County and the Court recognize and agree that the Court is a constitutional body and a separate and independent branch of government and that the Court has the authority to incur and the County has the responsibility to appropriate all such expenses as are reasonably necessary for the holding of court and the administration of the duties of courts of justice. The County recognizes and agrees that in accordance with current Michigan law it has the constitutional obligation to, and will, provide facilities and appropriate all reasonable and necessary funds in a "lump sum" for the operations of the Court. The County recognizes and agrees that it may not direct or control the Court's expenditure of appropriated funds. The Court recognizes and agrees that it shall stay within its appropriated "lump sum" budget amounts.

2. The County and the Court recognize and agree that the Court must properly account for the manner in which such appropriated funds are expended. The Court recognizes and agrees that the County under Michigan law has certain budgetary, accounting and auditing responsibilities concerning County funds. The Court agrees that it will provide to the County, for informational purposes only, line item documentation for the expenditure of County appropriated funds.

3. The County and the Court also recognize that the creation of separate and additional support services for such functions as human resources, finance and technology is not an efficient use of public funds. The Court and the County agree that the Court will be provided, and will utilize, County support services for Court operations, wherever feasible and appropriate.

SPECIFIC PROVISIONS

1. Lump Sum Budgeting – A lump sum budget is an appropriation which represents an original line-item budget. However, the Court can make transfers between line items within the lump sum according to the terms and conditions set forth in this Agreement.

The Court has the following lump sum budgets:

- A. Circuit Court
 1. Circuit Court Administration
 2. Juvenile – General Fund
 3. Friend of the Court
 4. Community Corrections
- B. Probate Court Estates & Mental Health
- C. 14-A District Court
- D. Child Care Fund – The Court will continue to oversee and manage the Child Care Fund in cooperation with the County

2. Budget Preparation – The Court will prepare a bi-annual line-item budget for informational purposes to be submitted to the County during its regular budgeting process. The line item categories to be submitted are, Personnel Services, Supplies, Other Services and Charges and Internal Service Charges.
3. Budget Control – With the exception of the fringe benefit and cost allocation line-items, the Court may make budget transfers between line-items within the Court’s budget, without prior approval of the County. The Court agrees that any surpluses in any line item reflected in 1A1, 1A2, 1B and 1C above will be used first to cover any projected deficits in the Court’s line item budgets. All such transfers shall follow the County’s budget transfer process, but shall not require prior County approval.

For the protection and security of employees no line-item transfer shall be made from Personnel Account No. 70200, being the Salaried Permanent Account unless the Court, in consultation with the County’s Finance Department, determines there are excess funds in those line items. Surpluses in any line item may be utilized by the Court at its discretion. The Court, however, may authorize that excess Personnel funds be returned to the County General Fund.

The Court agrees to provide the County’s Finance Department with quarterly projections of the status of its lump sum budgets and shall cooperate with appropriate County personnel to discuss those projections.

4. Travel Policy – The Court agrees to abide by the County’s travel reimbursement procedures.
5. Accounting – The Court will continue to use the County’s accounting system and procedures. Upon request, the Court agrees to provide the County’s Finance Department with a copy of financial reports submitted to outside agencies.
6. Position Control and Classification System – The Court will utilize the County position control system, defined as identifying each employee with an established position control number. The Court may eliminate and create positions throughout the Court at its discretion and will report those personnel changes, for informational purposes only, to the County, provided that there are sufficient funds in the Court’s lump sum budget to fully fund such position changes. The Court accepts and will follow the County’s classification structure and salary schedules. The Court maintains the right to establish individual entry level pay amounts within the established pay structure and step/merit increases within their budget. The Court, in consultation with the County’s Human Resources Department, will evaluate new and existing positions and establish, except where controlled by a Collective Bargaining Agreement, appropriate salary ranges for all Court positions.
7. Labor Relations – The Court will utilize the County’s Corporation Counsel and/or Labor Relations Department in all union matters, including contract administration and negotiations. The County and the Court will share and cooperate equally in negotiation responsibilities.
8. Personnel Policies – The Court hereby adopts and will continue to rely on the County’s current Personnel Policies and Procedures, unless inconsistent with a Court policy or procedure on file with the County. The Court may modify said Personnel Policies and Procedures for non-union employees and for union employees to govern issues which are not dealt with in the Collective Bargaining Agreement, with advance notification to and discussion with the County’s Human Resources Director. Any such modifications will become effective when they are filed in the Human Resources Department. There will be no modifications to the County fringe benefit policies (including sick accrual and use, life, health, dental, long term disability, workers compensation, unemployment compensation, tuition reimbursement, and non-judicial pension plans).

The Court will continue to review applications for new employees submitted to the Human Resources Department, but will not be limited in their search to such applicants. The Court may add or substitute appropriate pre-employment screening tests provided they are non-discriminatory and relevant to the duties of the position to be filled. The Court agrees to cooperate with the Human Resources Department in designing and administering such tests.

9. Affirmative Action – The Court will continue to follow the County’s Affirmative Action Plan adopted June 6, 1984 (84-0200), and as may be further amended, until such time as the Court adopts its own plan.
10. County Procurement Policy – The Court will follow the County Procurement Policy and recognize the statutory purchasing duties of the County Administrator/Controller as set forth in MCLA 46.13b. The County recognizes that the Court may, on occasion, have extraordinary needs and agrees, through the County Administrator/ Controller, to cooperate in meeting those needs.
11. Technology – The Court will follow the IT and Trial Court Partnership Agreement, signed by the IT Director and the Chief Judge of the Trial Court in October 2003, and as may be further amended.
13. Modification and Duration - This Agreement may be modified by mutual consent of the parties. This Agreement shall continue indefinitely and may be terminated only upon one year’s written notification by a party to all other parties. The County agrees to include the Court in the modification process relative to any County policies covered by this Agreement.
14. Governing Law - The parties acknowledge that this Agreement shall be interpreted and enforced in accordance with the Michigan Constitution, Statutes, Court Rules and Administrative Rules of Court.