

**The Washtenaw County Trial Court and
County of Washtenaw**

and

**AFSCME Local 2733
Unit C**



2008 – 2010

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AGREEMENT

This Agreement entered into on this 19th day February, 2009 between the County of Washtenaw and the Washtenaw County Trial Court (hereinafter referred to as the "EMPLOYER") and the Washtenaw County Trial Court Employees Local No. 2733, Unit C, affiliated with Council No. 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.

To these ends the Employer and the Union encourage to the fullest degree, 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 described below:

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

ARTICLE 2

AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3

UNION SECURITY

- (a) **Maintenance of Membership.** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who become members of the Union during the life of this Agreement shall be required to continue membership in the Union for the duration of this Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Union desires to withdraw from Union membership, he/she may do so by giving notice to the Union, Trial Court Administration and to the County's Human Resources Office during the ten (10) days immediately prior to the expiration of this Agreement. Such notice must be in writing and must be signed by the member.

- (b) **Agency Shop.** Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to join the Union or pay an amount equal to the monthly Union dues to the local Union for the service and administration of this contract for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall be required as a condition of continued employment to join the Union or pay an amount equal to the monthly Union dues to the local Union for the service and administration of this contract for the duration of this Agreement.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, or an employee who pays the equivalent of dues as a service fee, shall be deemed to meet the conditions of this section.

- (c) **Termination Penalty for Delinquency in Paying Dues.** Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employee shall be terminated under Section (a) or (b) of this Article unless:

- (1) The Union first has notified the employee by registered letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the Trial Court for termination as provided in this Article, and
 - (2) The Union has furnished the Trial Court and County with written proof that the procedure of Section (c) (1) of this Article has been followed or has supplied the Trial Court with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the Trial Court to terminate the employee, the following by written notice: "The Union certifies that (name)_____ has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement and that, under the terms of the Agreement, the Trial Court shall terminate the employee."
- (d) The Union shall indemnify and save the Trial Court and County harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Article 5.

ARTICLE 4

UNION DUES, INITIATION FEES, OR SERVICE CHARGE AND P.E.O.P.L.E. CHECK-OFF

(a) **Payment by Check-off.** During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of Dues or Service Charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction Form.

Dues Authorization Form

Employer: _____

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- An amount certified as a service fee (computed yearly).

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local _____ Date started union position: _____

Please print clearly and firmly

First Name Middle Initial Last Name

Address

City, State and Zip

Telephone Number Social Security Number

Signature



EMPLOYER'S COPY

- (b) ***P.E.O.P.L.E. Check-Off.*** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- (c) ***Disputes Concerning Membership.*** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through grievance procedure or a special conference.

ARTICLE 5

REMITTANCE OF DUES AND FEES

- (a) ***When Deductions Begin.*** Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter. An employee hired after the end of the first pay period of a month shall not have deductions begin until the first pay period of the following month. An employee terminating during or after the first pay period of the month shall have a deduction made for that month.
- (b) ***Remittance of Dues to Financial Officer.***
1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted. At the same time, a copy of the list shall be sent to the Local Secretary-Treasurer.
 2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council, as well as the Local Secretary-Treasurer, of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 6

UNION REPRESENTATION

1. ***Stewards, Alternate Stewards, and Chapter Chairperson.***
 - (a) The employees covered by this Agreement will be represented by two (2) Stewards. The Union shall have the exclusive right to assign said Stewards and his/her location to investigate.
 - (b) The Employer will be notified of the name of the Stewards and Alternate Stewards who will serve only in the absence of a regular Steward(s).
 - (c) The Stewards (or Alternate Stewards) and the Chapter Chairperson and local officers, 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 Stewards shall check out with his/her immediate supervisor before leaving the work area and report back to their supervisor when returning from investigating a grievance. If replacing the Steward would impair the function of the department, a supervisor may deny the Steward permission to leave the work area, in which case the Alternate Steward, if he/she is not directly affected by the existing emergency, shall be advised and allowed to investigate in the

Steward's inability. In any event the Steward shall be granted permission as soon as the operation or situation returns to normal. 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 unless truly an emergency exists. Any alleged violations of this Article shall be subject to a special conference.

- (d) The Chapter Chairperson shall be permitted adequate time to investigate matters affecting the Chapter as a whole for special conference.

2. *Union Bargaining Committee.*

- (a) Employees in Unit C covered by this Agreement will be represented by one Chapter Chairperson and two (2) members which constitutes the bargaining committee for the Union. In addition, the Local Union President and Staff Representative of Council No. 25 and/or the International Union, may participate in the negotiations at the option of the Union.

(b) Members of the bargaining committee who are employees of the Trial 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.

- 3. *Local President Representation.* The Local Union President 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 Local President 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 Local Union President 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.
- 4. The President of Local 2733 shall be released with pay not to be counted as a unit negotiator, to attend any and all negotiations pertaining to Local 2733 and/or its units.

ARTICLE 7 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President, Vice-President and Chapter Chairperson and the Employer or its designated representative, upon the request of either party. Such meetings shall be between not more than six (6) representatives of the local Union and six (6) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Also at that time the parties shall agree as to the starting time of the conference. In addition to the local union representatives, a conference may be attended by representatives of the Council and/or representatives of the International Union. Special conferences will be held at mutually agreeable times as requested by either the Employer or the Union. No more than twelve (12) special conferences may be held each year. It is understood that the limitations contained herein may be waived by mutual agreement of the parties.

ARTICLE 8
GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the event giving rise to the grievance. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union. Time limits may be extended upon written agreement between the parties.

- i. The following four-step grievance procedure shall be followed for all grievances.

- STEP 1 Any employee having a grievance shall present to Employer as follows:
- (a) If any employee feels he/she has a grievance, she/he may discuss the grievance with the Steward, or other Unit C Representative, or directly with his/her supervisor.
 - (b) The Steward, or other Unit C Representative, may discuss the grievance with the immediate supervisor.
 - (c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward, or other Unit C Representative, to the immediate supervisor. Upon receipt of the grievance the supervisor shall sign and date the Union's copy of the grievance.
 - (d) The immediate supervisor shall give her/his answer to the Steward, or other Unit C Representative, within three (3) working days of receipt of the grievance.
- STEP 2 If the answer is not satisfactory to the Union, it shall be presented in writing by the Steward, or other Unit C Representative, to the Department Head within five (5) working days after the immediate supervisor's response is due. The Department Head shall sign and date the Union's copy. The Department Head shall respond to the Steward, or other Unit C Representative, in writing within five (5) working days of receipt of the grievance.
- STEP 3 If the answer at STEP 2 is not satisfactory and the Union wishes to carry it further, the Chapter Chairperson, or other Unit C Representative, shall present the grievance in writing to the Employer's designated representative within ten (10) working days after the response at STEP 2 is due. The Employer shall sign and date the Union's copy.

The Employer and the Union will meet within fifteen (15) calendar days for the purpose of attempting to resolve the dispute. The Employer shall respond in writing to the Union within ten (10) working days of the STEP 3 meeting. When the parties are unable to meet this timeline, and there is no written agreement to extend timelines, the Employer shall respond in writing within fifteen (15) working days of receipt of the grievance at STEP 3.

- STEP 4: If the Employer's answer at STEP 3 is not satisfactory to the Union, and the Union wishes to carry the grievance further, within thirty (30) calendar days from the date the STEP 3 answer is due, the Union Representative shall notify the Employer Designated Representative that the Union intends to arbitrate.
- (a) Washtenaw County Labor Relations will assign an arbitrator from the permanent panel and will arrange scheduling of the arbitration hearings,

- including assurance that the agreed upon dates are convenient for both parties.
- (b) If the parties agree that there are two pending arbitrations which will likely take one-half day or less each, the parties will ask the designated arbitrator to hear both arbitration matters in one day.
- II. (a) The parties agree to a permanent panel of arbitrators to be used on a rotating basis for all arbitrations.
 - (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The decision of the arbitrator shall be binding on both sides. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
 - (c) Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer without the intervention of the Union; provided, however, that the adjustment shall not be inconsistent with the terms of this Agreement and the bargaining representative has been given an opportunity to be present at such adjustment.
 - (d) An arbitrator shall have no power to add to, or to subtract from, to modify any terms of the Agreement.
 - (e) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
 - (f) Any grievance at Step 1 or 2 not answered within the time limits by the Employer shall automatically go to the next step of the grievance procedure. If the Employer fails to answer the grievance at Step 3 within the time limits, it shall be deemed settled on the basis of the Union's last demand.

**ARTICLE 9
COMPUTATION OF BACK WAGES**

A claim for back wages shall include a claim for back wages and all other benefits but shall not exceed the amount of wages the employee would have otherwise earned.

**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 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. 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 (3) 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 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 (3) 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 employees elect.
 - (b) Employees may review their personnel file at reasonable times.
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 Employer's designated representative. Either the affected employee or the 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 Administrator or the designated representative shall give a written answer within five (5) working days following the meeting. If no meeting is requested, the Administrator or designated representative shall give a written answer within ten (10) working days of receiving the written complaint. If the 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 Administrator's decision. This section is the exclusive contractual remedy for cases involving suspension, removal or discharge.

In imposing a discharge or discipline on a current charge, the Employer will not base its 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.

Notification under this article shall be hand delivered, if possible, or by certified restricted delivery mail to the employee's last address in Human Resources.

ARTICLE 11

SENIORITY-Probationary Employees

- (a) New employees hired in Unit C shall be considered probationary employees for the first six (6) months of their employment. Employees must receive and sign a written evaluation of their performance at the end of three (3) months of employment and every 3-months pending successful completion of probationary period. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day of hire. There shall be no seniority among probationary employees. Probationary periods may be extended in 3-month increments, not to exceed 1-year total, with the concurrence of the Union.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than union activity.
- (c) During the bi-weekly orientation program, the Employer shall arrange a period of time for the Union Representative to meet with those employees going through the orientation program. At this time, the Employer shall furnish each employee with a written copy of their job description.
- (d) If a clerical employee is promoted to a professional position, the probationary time spent as a clerical employee shall count towards the six-month probationary period.

ARTICLE 12

SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, sexual orientation, marital status, physical handicap, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the Local Union Treasurer with up-to-date copies at least by the first payday of each month.
- D. The Employer will notify the Union monthly of new hires and terminations.
- E. The Employer will submit a list to the Union monthly of temporary employees and employees on leaves and leaves of absence.
- F. Part-time employees hired on or after 1/1/08 shall accrue seniority on a pro-rata basis, commensurate with the percentage time worked.

ARTICLE 13
LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- (a) He/she quits.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He/she is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last-known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- (d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) He/she retires.

ARTICLE 14
SHIFT PREFERENCE

Employees covered by this Agreement shall be allowed each July and January to exercise shift preference within their job title and department on the basis of seniority. In the event of a vacant or open position, however, vacancies shall be posted and employees shall be allowed to bid and move on the basis of seniority.

ARTICLE 15
SENIORITY OF OFFICERS AND STEWARDS

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

ARTICLE 16
LAYOFFS

- (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 layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. At this meeting the Employer will make known to the Union the reason for the layoff. This meeting will also be used to put into motion the procedure in Paragraph (d). The procedures in Paragraph (d) will be completed within two (2) weeks of the meeting.
- (c) **Notice of Layoff.** Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff. The Chapter Chairperson will receive notice at the same time the employee received notice. At the time a layoff occurs, the employee shall be informed of the position, if any, to which he/she would bump. The employee shall respond in writing within five (5) working days to

the Employer his/her decision to bump or accept layoff. A lack of notification within five (5) working days shall result in a layoff.

(d) **Order of Layoff:**

1. The order of layoff shall start with the least senior employee in a job title within a department.
2. A laid-off employee shall be transferred, conditioned upon being presently qualified to perform the work available, in the following priority:
 - a. To a vacancy, if any, in another job title in the same pay grade within the department;
 - b. To replace the least senior employee with less seniority, if any, in another job title in the same pay grade within the department;
 - c. To a vacancy, if any, in a job title assigned to the next lower pay grade within the department;
 - d. To replace the least senior employee with less seniority, if any, in a job title assigned to the next lower pay grade within the department;
3. A laid-off employee not transferred as provided in (d) 2 above shall have the procedure set forth in (d) 2 c. and d. above applied to job titles assigned to each succeeding next lower pay grade until he/she is transferred or laid-off.
4. The procedure set forth in 2 and 3 above shall be applied for an employee who is replaced as a result of the application of the above procedures until he/she is transferred or laid off. At no time during the procedure set forth in 2 and 3 will an employee's step change.
5. In applying the above procedures, probationary employees shall be removed from the affected job titles or replaced, as the case may be, prior to removing or replacing non-probationary employees.
6. In the event that a temporary employee is employed in a department, an employee, including a probationary employee unless he/she is terminated, who is to be removed from that department shall have the option of replacing the temporary employee, conditioned upon ability to perform the work available. An employee exercising this option shall become a temporary employee.

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

7. Nothing shall prohibit any employee to elect to be laid off if he/she so chooses.
 8. A layoff shall not result in a transfer to a higher paying job.
- (e) **Time Limit.** An employee shall remain on layoff status for a period of time equal to the time he/she has had seniority with the Trial Court/County. After that time his/her name will be removed from any recall list.
- (f) For financial reasons, a department head, with the approval of the Trial Court Administrator, 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 (3) weeks in advance to the Union and two (2) 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.

- (g) It is understood that certain positions within this bargaining unit are funded by state and/or federal grants and some of these positions will be funded for only short periods of time. For those positions the Trial Court shall notify the Union in advance and with Union concurrence, the position shall be designated "a special grant position." In the event the Trial Court and the Union do not agree on whether or not a position is to be designated as a special grant position then the position, if created, shall be a regular Trial Court position. For those positions filled by new Trial Court hires, or by voluntary promotions, transfers, or demotions, after the effective date of this contract, an employee will be notified in writing prior to employment or transfer, promotion, or demotion that when the grant ends or if funding is discontinued, his/her position will be eliminated and the person filling the position shall be laid off and will not have bumping rights. Any employee who is involuntarily placed into such a grant position shall retain their full seniority rights for purposes of layoff. Any Union member who is filling a special grant position shall be eligible to apply for any vacant Trial Court or County position that s/he is qualified for. If s/he is hired for the Trial Court or County position, s/he shall become a regular Trial Court/County employee and retain his/her full seniority retroactive to his/her original date of hire.
- (h) In the event an employee of AFSCME Local2733 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

ARTICLE 17 RECALL PROCEDURE

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

Notice of recall shall be sent to the employee at their last known address by certified mail signed for by the employee, with a copy sent to the Unit Chair. The employee shall accept or reject the position in writing through the Human Resources Department of the County within five (5) working days of receipt of the notification. If an employee accepts within said 5-day period and fails to report for work within ten (10) working days from the date of return identified in the notice, the employee shall be considered a quit. In proper cases, exceptions may be made with the consent of the Employer.

The names of employees laid off or displaced shall be placed on and certified from the recall list, in order of their seniority.

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

The Employer before filling any other positions in a 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, and who applied for these positions.

ARTICLE 18

TRANSFERS, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES

- (a) All vacancies and/or newly-created positions shall be posted by Human Resources within the Department and all Trial Court & County work locations for a period of seven (7) working days, setting forth the job title, rate of pay and description of duties to be performed. Copies of these postings will be forwarded to Union representatives or designated persons, and Chapter Chair of the Unit.
- (b) In determining the qualifications for filling positions, the Trial Court Administrator, in consultation with the Department Head may take into account such factors as experience, training and education as applied to the specific vacancy and review of past performance.
- (c) Employees who are interested in filling a vacancy shall apply for transfer or promotion within the seven (7) working days during which the position is posted. Application shall be filled from:
 - 1. Among the three (3) most senior qualified employees from within the Department and Unit having the vacancy. In case of equal qualification, seniority will prevail.
 - 2. In the event no one within the Department meets the minimum qualifications or applies, the position shall be awarded from the three (3) most senior employees within the bargaining unit who apply and meet the minimum qualifications. In case of equal qualifications, seniority will prevail. In the event no one within the bargaining unit applies or does not meet the minimum qualifications, the position may be awarded without regard to seniority or bargaining unit.
 - 3. If there are three (3) or more minimally qualified AFSCME applicants with Local 2733, one from this pool will be hired. If the vacant position is within Unit C, then the local pool in this case shall be defined as the unit only.
 - 4. The Washtenaw County Trial Court and Washtenaw County shall give preference to interested qualified Local 2733 employees who apply for a new or vacant position prior to considering all other applicants.
 - 5. If less than three (3) AFSCME Local 2733 applicants apply, interviews are opened to all other applicants.
- (d) Notification of application status for internal union candidates shall be forwarded to the Department Head, Chapter Chair and applicant.

JOB POSTING LOCATIONS

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

- (e) If the vacancy and/or newly-created position is filled from another bargaining unit represented by this Union, that employee shall suffer no loss of seniority with respect to the computation of benefits; but for the purpose of layoff shall be entered at the bottom of the seniority list.
- (f) The employee awarded the position shall be granted a trial period of three (3) months to determine:
 - 1. His/her desire to remain on the job.
 - 2. His/her ability to perform the job.During the three (3) month trial period the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and

reasons shall be submitted to the employee and his/her Steward in writing immediately. In the event the employee disagrees, it shall be proper subject for the grievance procedure.

- (g) The job shall be awarded or denied within three (3) weeks after the posting period. In the event the senior applicant is denied the job, reason for denial shall be given in writing by the Hiring Manager to Human Resources and the Union Chapter Chair at the time the position is filled. If the Union and the employee disagree with the reason, it shall be subject to the grievance procedure. The grievance filing party shall be the unit where the vacant position belongs. As part of the grievance or hearing, all score sheets will be provided to the Union, including the interview process.
- (h) The maximum number of unsuccessful trial periods allowed per employee shall be two (2) per twelve (12) month period.
- (i) During the trial period employees will receive the rate of the job they are performing.
- (j) Probationary employees shall not qualify for promotion or transfer unless all seniority employees have been considered first.
- (k) There will be no forced lateral transfers without discussion with the Union.
- (l) When a member is denied a promotion into the 3052 bargaining unit, AFSCME 2733 may file a grievance on behalf of its member.
- (m) Local 3052, Council 25, and the Employer agree that only one grievance will be filed by Local 2733.

ARTICLE 18A

TRANSFERS, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES

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

ARTICLE 19

VETERANS—Reinstatement of

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 20

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leave of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE 21
LEAVES OF ABSENCE WITHOUT PAY

The Trial Court and County shall abide by all provisions of the Family Medical Leave Act (FMLA) except in the cases where the existing contract provisions exceed those provided by the Act, in which case the contract will be followed. All leaves eligible under FMLA will run concurrently with contractually provided for leaves of absence.

1. *Reasons for Leaves of Absence:*

- (a) Leaves of absence shall be granted for the following reasons provided the eligibility requirements are met:
 - 1. Illness Leaves (Physical or Mental);
 - 2. Maternity Leave;
 - 3. Prolonged Illness in the Immediate Family; and
 - 4. Public or Union Service Leave.
- (b) The following leaves may be granted by the discretion of the Employer:
 - 1. Educational Leave;
 - 2. Personal Leave; and
 - 3. Public Service Board, Agency or Project

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. However, in no case shall Illness Leave be denied until one (1) year has elapsed. An employee's position will be held open for him/her for six (6) months while he/she is on Illness Leave. After the six (6) month period the Employer shall attempt to place the person in Trial Court/County employment except those employees who have more than five (5) years service with the Trial Court/County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee. For employees with 5 years or more of service who return from a medical leave of more than six months, and have no medical restrictions for the position they vacated and his/her position no longer exists due to position elimination, the employee shall be placed in to another position for which they are qualified and they shall be red-circled, if necessary. Illness leave shall be granted 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.
- (c) Employees shall be allowed to take a one (1) year leave of absence due to pregnancy. Such leave of absence shall not affect continuous service or classification of the employee. 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's position will be held open for her for six (6) months while she is on maternity leave. After the six (6) month period the Employer shall attempt to place the person in Trial Court/County employment except those employees who have more than five (5) years service with the Trial Court/County will be granted a position within the bargaining unit of equal grade as that vacated by the employee. Maternity leave shall be granted without loss of seniority for a period of one (1) year and may be extended upon approval of the Employer.

- (d) An employee may elect to use accumulated sick leave before beginning a maternity leave of absence.
- (e) Long-term disability, life insurance, hospitalization and dental coverage shall be continued with the employer paying 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 employees for the above mentioned leaves of absences.

3. *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 ninety (90) day segments up to a period of one (1) year. A doctor's statement may be requested at each ninety (90) day interval and reviewed by the Employer. However, in no case shall Illness Leave for Prolonged Illness in the immediate Family be denied until a one (1) year period has elapsed. An employee's position will be held open for him/her for six (6) months while he/she is on Prolonged Illness in the Immediate Family Leave. After the six (6) month period the Employer shall attempt to place the person in Trial Court/County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee." Prolonged Illness Leaves shall be granted with no loss of seniority for a period of up to one (1) year, and may be extended upon approval of the Employer.
- (b) Long-term disability, life insurance, hospitalization and dental coverage shall be continued with the employer paying the full amount for such life insurance, hospitalization and dental coverage, up to six (6) months as are in effect for the benefit of the employee as when he/she went on prolonged illness leave.
- (c) For the purpose of this Article the term immediate family is defined as the parent, parent of spouse, spouse, sibling, child, grandparent, grandchild, or someone with whom the employee has a legal guardian relationship, or a related member of the employee's household.

4. *Educational Leave*

- (a) An educational leave may be granted by the Employer to an employee who wishes to improve his/her work skills. Education leave shall be granted in semesters or terms, up to one (1) year. An employee's position will not be held open for him/her while he/she is on educational leave. However, the Employer will provide the employee with a position within the bargaining unit of equal grade and step as that vacated by the employee.
- (b) An employee must have one (1) year of continuous full time employment with the Trial Court to be eligible for an educational leave.
- (c) Nothing in this Agreement shall prohibit educational leaves from being granted on a part time basis provided the employee is allowed to return to fulltime status at the end of the leave period.

5. *Public or Union Services Leaves:*

- (a) A leave for the purpose of performing Public or Union service shall be granted for periods of up to two (2) years. An employee's position will be held open for him/her while he/she is on a Public or Union Service Leave for a period of one (1) year; during the second year the employee will be granted a position within the bargaining unit of equal grade and step as that which was vacated by the employee. Public or Union service leave shall be granted without loss of seniority.

- (b) An employee who serves on a Public Service Board, Agency or Project may, at the Employer's discretion, be allowed time off with pay to attend such board, agency or project meeting and/or function providing the employee submits a written request three (3) days in advance.
- (c) Twelve (12) members of the Local 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 these twelve (12) members to two (2) days each, with pay, to attend each function. Two (2) members of each local Union elected to attend a function of the international Union, such as a convention, held every other year shall be allowed time off with pay to attend such convention. This allowance entitles these members to one (1) week each [five (5) working days with pay to attend such convention. The above section does not, however, limit the amount of time off without pay, at the discretion of the Employer, for elected delegates to attend educational or Council activities.
- (d) An employee must have one (1) year of continuous full time employment with the Trial Court to qualify for a Public or Union service leave.

6. **Personal Leaves:**

- (a) Personal leaves may be granted by the Employer for periods of up to six (6) months. An employee must have one (1) year of employment with the Trial Court to be eligible for a personal leave. A request for personal leave must be made in writing.
- (b) **Child Care Leave:** An employee who becomes a parent, either by birth or adoption, may 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 long-term disability, life insurance, hospitalization and dental coverage [up to six (6) months] as are in effect for the benefit of the employees while on child care leave.
- (c) **Hardship Leave:** A member of the bargaining unit not eligible for personal leave may be granted a leave without pay for up to six (6) months for "hardship reasons."

7. **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 department scheduling. One (1) 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 regular full time employment with another employer. No employee shall be employed on a regular full time basis while on leave of absence. In certain cases exceptions to the employment rule may be granted by mutual agreement of the Employer and the Union.
- (c) All leaves of this Article shall be without pay except as specifically provided for.
- (d) The amount of sick time 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 before beginning a medical leave of absence.
- (e) During a leave, both the Trial Court/County's (if any) and the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
- (f) Employees whose life insurance, hospitalization and dental coverage's are exhausted under the provisions of this Article shall be allowed to continue in the Group Plans by paying their own premiums, if permissible by Blue Cross/Blue Shield, Delta Dental and/or the Long-term disability and Life Insurance carriers.

- (g) **Return from Leave:** Employees must return from leave on the specified date on the “Personal Action Request” form. Failure to confirm the intention to return, or notify the Trial Court of intention to resign, two (2) weeks prior to expiration of the leave, and in writing, shall result in termination of employment and forfeiture of all benefits. Return to work prior to expiration of the leave will be permitted in the event the employee provides the Trial Court with a thirty (30) day notice of intent to return to work.
- (h) Extension of any leave beyond the limits specified in the above sections may be granted by the Employer.

**ARTICLE 22
UNION BULLETIN BOARDS**

The Employer will provide bulletin boards in each building where the Union has employees working, which may be used only by the Union for posting notices pertaining to Union business. In the event of multiple floor buildings, the Employer shall provide a bulletin board on each floor.

**ARTICLE 23
RATES FOR NEW JOBS**

When a new job, change in job or job duties as listed in the job description, change in education or experience or other requirements, or change in job title is being considered, the Trial Court Administrator or Department Head 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 24
TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on annual leave, sick leave or any leave may be granted by the department head and Trial Court administrator to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of the higher job title for all hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift. In each instance for a vacancy to exist, the department head and Trial Court administrator 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 grievance procedure can be used to resolve the issue.

The Department Head, within one working day of making a temporary assignment, shall notify the Chapter Chair in writing of the temporary assignment.

ARTICLE 25
TIERED POSITIONS

Tiered positions are those classifications that may require education, experience, certification or registration to move from Level I to Level II to Level III and beyond. For positions that require additional certification, education or registration in order to advance to the next Level shall receive two steps when they attain the necessary requirements (or realize a two-step increase from the current rate of pay on the new pay grade). For positions that advance solely on the basis of experience shall receive a one-step increase (or realize a one-step increase from the current rate of pay on the new pay grade). When a new employee is hired from outside the Trial Court, creating a notable inequity among existing employees within the same class, experience and education, the Union / Employer shall have an opportunity for a special conference. Increases provided / granted for tiered position movement are in addition to annual step increases.

ARTICLE 26
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 fee which represents a five (5) day work week and his/her regular pay. Mileage shall not be deducted from the portion which the Trial Court pays the employee.

ARTICLE 27
SAFETY COMMITTEE

A Safety Committee comprised of five (5) Union members from Local 2733, which shall be the Chapter Chair or a designee of each unit, and four (4) representatives appointed by the Board of Commissioners shall meet quarterly and as needed for the purpose of making recommendations to the Employer regarding existing conditions and/or circumstances hazardous to the safety and/or health of employees and the public. The Committee shall follow guidelines established by OSHA and MIOSHA. The Employer shall submit, within ten (10) working days after receipt, a written response, with a copy to the Local Union President, to all recommendations.

ARTICLE 28
EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their departments. A procedure to implement this will be worked out within each department.

ARTICLE 29
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 30

WORKING HOURS, SHIFT PREMIUM AND HOURS

- (a) Employees who work the shift that begins on or after 3:00 pm, but before 11pm, shall receive in addition to their regular pay forty (40) cents per hour for all hours actually worked.
- (b) Employees who work the shift that begins on or after 11pm, but before 7am, shall receive in addition to their regular pay fifty (50) cents per hour for all hours actually worked.
- (c) Shift premium shall not be compensated for vacation, sick or other paid leave time.
- (d) No shift shall be changed unless there is notification to the Union prior to implementation and negotiations concerning such change and the employees affected by the change thirty (30) days prior to implementation. If agreement is not reached, the matter shall be subject to binding arbitration. In the case of a forced shift change, consideration will be given that a hardship will not be created for the employee involved.
- (e) Those employees and positions presently on a seven and one-half (7 ½) hours work day and thirty-seven and one-half (37 ½) hour work week shall remain the same. In the event the Employer wishes to change the schedules, thirty (30) days prior notification shall be given to the Union and the matter shall be subject to negotiation. If agreement is not reached, the matter will be submitted to binding arbitration.
- (f) The present practice as to lunch hours shall continue.
- (g) Employees may take a fifteen (15) minute coffee break in the a.m. and also a fifteen (15) minute coffee break in the p.m. for the first one-half and second one-half of their regular shift whichever may apply.
- (h) If the Employer undertakes flexible scheduling or so-called flex time (as discussed in negotiations) within any department within the bargaining unit, the Employer will negotiate with the Union the effects of such change in scheduling thirty (30) days prior to implementation.
- (i) A list shall be provided by the Employer of each employee whose day shift is not 8:30 a.m. to 5:00 p.m. and once examined by the Union, those hours for those employees shall remain the same unless any change is made and there is thirty (30) days prior notification to the Union and the employees affected by the change.
- (j) Employees who work out of doors and whose ability to perform the job is significantly reduced in inclement weather conditions shall observe the following procedures:
 - At the start of each assigned shift, regardless of weather conditions, each employee shall be expected to report for work. If foul weather persists and the supervisor determines that the work cannot be performed, he/she will release such employees for the remainder of that day. In such a circumstance, the released employees shall be paid, at a minimum, four (4) hours pay. For each hour worked past four (4) hours, the employees shall be paid at the rate of one (1) hour's pay for one (1) hour's work.

ARTICLE 31
SICK LEAVE

- (a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.
- (b) For payment purposes, a Trial Court employee may accumulate a "bank" of one hundred-twenty (120) working days for sick leave. For use as sick time it shall be unlimited accumulation.
- (c) Sick leave is provided for protection against loss of income in the event of unavoidable absence resulting from illness, injury or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.
- (d) An employee eligible for sick leave with pay may use such sick leave for absence as follows:
 - 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 may be requested).
 - 3. due to illness in the immediate family which requires the care of the employee for their well being.
 - 4. due to lost time not covered by compensation if the employee is injured on the job.
The term "immediate family" as used in this section, means spouse, parent, sibling, child, grandparent, or someone with whom the employee has a legal guardian relationship or a related member in an employee's household.
- (e) 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; or
 - 2. when an employee is ready to return to work following prolonged absence.
If the Employer has not given advance notice that a physician's statement is necessary, an employee will be allowed time off to obtain said statement if it is necessary.
- (f) When an employee finds it necessary to be absent for any reason, he/she should cause the nature of the illness and expected length of absence to be reported to his/her Department as soon as possible, and where a relief employee is required, such report must be made before the hour to report for work, where possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- (g) Absence for a fraction or a part 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.
- (h) Each department head will keep a record of sick leave for each of his/her employees and will report all sick leave absences to the Payroll Department each pay period.
- (i) Payment will be made for fifty (50) percent of unused sick days upon severance after five (5) years of continuous employment, except upon discharge for just cause.
- (j) An employee may accumulate in excess of one hundred-twenty (120) days for use as sick time. There shall be no payment whatsoever for any days accumulated in excess of one hundred-twenty (120) days at separation.
- (k) On an annual basis employees may elect to convert accumulated sick days in excess of one hundred-twenty (120) days to vacation days at the rate of 2 sick days to 1 vacation day for use.

**ARTICLE 32
BEREAVEMENT LEAVE**

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

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 2733.

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

**ARTICLE 33
OVERTIME WORK**

Section 1. General Provisions

- (a) From time to time overtime will be necessary to accomplish work responsibilities. Employees will be expected to assist the department in overtime when requested as a normal part of their work responsibilities.
- (b) The use of compensatory time will be scheduled at the mutual convenience of the employee and the Department Head, and can be taken in amounts of one-half (1/2) hour or larger, including a full day, or two (2) or more consecutive days.
- (c) Each Department Head and Payroll will keep a complete record of all compensatory time earned and allowed his/her employees.

Section 2. Non-Exempt Employees

- (a) Overtime may be authorized by the employee's Department Head for FLSA non-exempt positions and is compensated at the rate of one and one-half (1 ½) for hours worked in excess of:
 - 1. Forty (40) hours in a week for departments normally working forty (40) hours per week or more; or
 - 2. Thirty-seven and one-half (37 ½) hours in a week for departments normally working thirty-seven and one-half (37 ½) hours per week,

3. Compensation for all hours worked on a designated holiday is at the rate of one and one-half (1 ½);
 4. This policy shall apply to certain live-in jobs such as house parents.
- (b) For FLSA non-exempt employees, the accrual and payment requirements of compensatory time shall be governed by the FLSA.
1. If overtime is required, the supervisor and employee shall agree about whether such time will be paid or will be in compensatory time off. If there is no agreement, the employee will be paid.
 2. Employees may not accrue more than two hundred-forty (240) hours of compensatory time. Any time worked over that amount must be paid.
 3. Upon termination employees shall be paid for unused compensatory time.

Section 3. Exempt Employees

- (a) Overtime may be authorized by the employee's Department Head for FLSA exempt positions and is compensated on a straight time compensatory time off basis for hours worked in excess of regular hours [as specified in 2.(a)]. Holidays worked by an exempt employee shall be reimbursed at the rate of time and one-half (1 ½) in compensatory time.
- (b) For FLSA exempt employees, compensatory time may be accumulated up to a maximum of ten (10) days or seventy-five (75) hours, or eighty (80) hours if an employee normally works forty (40) hours, in a week. Compensatory time accumulated, up to the ten (10) day cap, shall be carried over from one (1) calendar year to the next. The ten (10) day maximum accumulation shall not apply to compensatory time earned and taken within the same or ensuing pay period. FLSA exempt employees shall not be paid for unused compensatory time.

**ARTICLE 34
HOLIDAY PROVISIONS**

The paid holidays are designated as follows:

- New Year's Day
- Martin Luther King Day (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 & Day After Thanksgiving (Fourth Thursday & Friday in November)
- Christmas Eve*
- Christmas Day
- New Year's Eve*

* 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 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. This does not apply to Easter Sunday.

ARTICLE 35
VACATION ELIGIBILITY

1. Employees covered by this Agreement shall be allowed vacation leave, with pay, in accordance with the following plan:
 - (a) Employees in their first year of continuous employment shall earn one (1) day per month, or a total of twelve (12) vacation days per year.
 - (b) Employees in their second through fifth year of continuous service, but less than six years, shall earn one and one-quarter ($1\frac{1}{4}$) days per month, or a total of fifteen (15) days per year.
 - (c) Employees in their sixth through tenth year of continuous service, but less than eleven years, shall earn one and one-half ($1\frac{1}{2}$) days per month, or a total of eighteen (18) days per year.
 - (d) Employees in their eleventh through fifteenth year of continuous service, but less than sixteen years, shall earn one and two-thirds ($1\frac{2}{3}$) days per month, or a total of twenty (20) days per year.
 - (e) Employees in their sixteenth through twenty-first year of continuous service, but less than twenty-two years, shall earn one and five-sixths ($1\frac{5}{6}$) days per month, or a total of twenty-two (22) days per year.
 - (f) Employees in their twenty-second and more years of continuous service shall earn two and one-twelfth ($2\frac{1}{12}$) days per month, or a total of twenty-five (25) days per year.

2.
 - (a) An employee shall not be eligible for vacation during their probationary period but upon completion of said probationary period, an employee shall be credited with one (1) day of vacation for each month of continuous service, dating from his/her first day worked.
 - (b) The vacation allowance for permanent, salaried, part-time employees is pro-rated according to actual time worked. Temporary and permanent hourly-rated employees who work less than one-half time shall not be granted vacations with pay. All employees who work one-half time or more, but less than full time, will receive vacation on a pro-rated basis.
 - (c) 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. Such payout shall be completed on an annual basis.
 - (d) If an employee is denied vacation that is submitted timely, and their accrual is at or above the cap, the Union/Employer shall have an opportunity for a special conference.
 - (e) Scheduling of vacations will be worked out on a departmental basis, giving preference to seniority as to choice times of vacation.
 - (f) When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one (1) day continuous with vacation, or the employee will be allowed to "bank" such day(s) for future use.
 - (g) If an employee develops a major illness or incurs an injury and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation, unless the employee chooses to accrue vacation in accordance with paragraph 2 (c).

**ARTICLE 36
VACATION PAY ADVANCE**

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, provided the request is submitted by the employee not later than two (2) weeks prior to his/her scheduled vacation.

If two (2) regular paydays should fall within an employee's vacation, he/she shall be given one (1) check but the deductions from that check will be as though they were two (2) separate distinct pay periods.

**ARTICLE 37
HOSPITALIZATION–MEDICAL–DENTAL COVERAGE**

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 Mandatory 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% employee 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:

(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 7/1/03:

The Washtenaw County flexible fringe benefit (Appendix D) 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.

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).

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) 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.

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) 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.

**ARTICLE 38
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 Trial Court and County agrees that the expense for said insurance or the monthly premium may be deducted through payroll deduction upon authorization by the employee.

**ARTICLE 39
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. Permanent employees shall receive all benefits on a prorated basis, commensurate with the number of hours worked.

- (a) In order to qualify for full employer payment of premium on health care, dental, life insurance and long-term disability, an employee must average 30 hours or more per week.
- (b) The Employer agrees to pay one-half of the premium for health care and dental insurance for those employees who work at least half-time (18.75 hours per week) but less than thirty (30) hours per week.
- (c) Employees working less than half-time (18.75 hours per week) shall be afforded the opportunity at the employee's expense, of participating in the group insurance plans if the County plans so allow.

**ARTICLE 40
CONTINUING BENEFITS OR DEDUCTIONS**

All deductions allowed by the Employer prior to this Agreement shall continue unless canceled by the employee; such as, Group Car Insurance, Credit Union, etc.

**ARTICLE 41
UNEMPLOYMENT COMPENSATION**

The Employer shall provide unemployment compensation unless otherwise negotiated with the Union. The Employer shall notify the employees as to the procedure they are to use, upon advising them of any layoff contemplated, in order that they may properly apply for unemployment compensation.

**ARTICLE 42
CONTRACTING AND SUBCONTRACTING OF WORK**

If it is necessary to contract out or subcontract out bargaining unit work, the Trial Court will give written notification to the Union and the Trial Court will hold a special conference with the Union to discuss the Trial Court's rationale and justify its actions fifteen (15) days prior to any final action. .. Contracting out or subcontracting out work will not result in a layoff or demotion of employees or result in the loss of regular wages or benefits to a bargaining unit employee. The layoff or demotion of employees will not result in the immediate contracting out or subcontracting out.

The Employer agrees that it will, unless there is a prior negotiation with this Union, contract or subcontract out construction or maintenance work such as plumbing work which has been traditionally and historically subcontracted out to building trades. This clause shall not apply to ordinary maintenance or minor repairs.

ARTICLE 43

TEMPORARY OR SEASONAL EMPLOYMENT STATUS

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

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

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

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

Casual employees are defined as those employees that work approximately 3-6 hours per week. Casual employees shall not be entitled to benefits under this contract.

All employees hired as defined in this article shall be so designated at the time of hire and the time of termination, and those names will be provided to the local Union officers and Chapter Chairs on a monthly basis. The listing shall identify employee name, department, employment status, position identification, hourly rate, date started. A similar, yet separate, termination listing shall be provided to the local Union officers and Chapter Chairs on a monthly basis.

If a position which is filled by either a temporary or seasonal employee continues beyond the above-specified limits of duration, that position will become a regular permanent position and shall be posted in accordance with Article 18, Transfers, Promotions, Job Postings and Bidding Procedures. If the person who had been employed in this position as a temporary or seasonal employee is hired into it as a permanent position, his/her seniority date will revert back to the original date of hire.

In cases where temporaries are hired to fill vacancies resulting from leaves, the duration of temporary status may be extended beyond six (6) months until the termination of such leave.

ARTICLE 44
CONSOLIDATION OR ELIMINATION OF JOBS

If the Employer finds it necessary to consolidate or eliminate jobs within this bargaining unit, notice of the proposed consolidation or elimination shall be given to the Union in writing fifteen (15) days prior to any final action of the Chief Judge. A special conference shall be held within five (5) days of notification to the Union for the purpose of discussing and explaining the proposed consolidation or elimination. A copy of proposed consolidation or elimination shall be provided to the Union prior to this special conference. Work which is typically performed by Local 2733 members will continue to be recognized as bargaining unit work.

ARTICLE 45
SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer is affected 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 46
WORK PERFORMED BY SUPERVISORS

Supervisors shall not perform work of the bargaining unit beyond the standard or usual established time developed by past practice.

ARTICLE 47
PERSONAL BUSINESS

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. In addition, the employee shall be allowed to utilize one (1) personal business day not chargeable to sick or vacation. Such "free day" shall not be granted until successful completion of the probationary period and must be used as a full day.

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

ARTICLE 48
PARKING FACILITIES

1. Parking at present Trial Court/County work locations will be free of charge except for those areas such as downtown Ann Arbor, where charges are customary in other adjacent parking facilities.
2. Downtown parking will be governed by the following:
 - A. The fee shall be \$10 or \$20 per month for all downtown parking, payable by payroll deduction for the first two pay periods of the month.
 - B. New employees will pay \$20 for downtown parking.
 - C. Existing employees will continue to pay the rate they are paying as of December 31, 1989.

- D. Senior employees—Those with a hire date of 1/1/81 or earlier will pay \$10 per month if they are transferred to a downtown work location.
- E. The priorities for the downtown Ann Arbor lots will be as follows:
 - 1.) Handicapped;
 - 2.) Elected officials and department heads;
 - 3.) Those who work in the downtown locations and make frequent use of their vehicles (at least five (5) times a week in County business; trips outside normal working hours, evening meetings, work on weekends, etc. are excluded);
 - 4.) Seniority; and
 - 5.) Certain outlying employees who must frequently come downtown on County business.
- 3. Anyone who has a parking pass at the time this Agreement becomes effective will not lose parking privileges unless an employee is transferred to a different Trial Court/County location not in the downtown area.
- 4. If a person leaves Trial Court or County employment, the pass shall be reissued using the priorities set forth in paragraph 2.E.
- 5. In the event there is a major renovation of the existing Courthouse and Catherine Street Annex parking lots, parking passes may be suspended for the duration of the renovation. The County shall continue to subsidize temporary alternative parking expenses for the duration of the renovation.
- 6. Local 2733 will have a voting representative on the committee that administers parking.
- 7. The priority list and an entire list of employees who have parking passes shall be available in the Human Resources Department.
- 8. All employees who park in the City of Ann Arbor structures must abide by their rules and procedures. A copy of these rules and procedures is available in the Human Resources Department.
- 9. Current parking arrangement for the Court shall remain in effect and unchanged throughout the life of this contract. Parking arrangements for the Juvenile Center will remain in effect as long as the Juvenile Center location on Platt Road is operational.

ARTICLE 49

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 50

ON-CALL OR STANDBY

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.

While designated on-call or standby, staff will carry a message beeper and/or mobile phone provided by the employer. Exempt and non-exempt employees shall receive one (1) day of compensation at their current hourly rate, generally 7.5 hours, for being on-call or standby for a one (1) week timeframe (7-days). Exempt and non-exempt employees shall receive four (4) hours of compensation at their current hourly rate for being on-call or standby for weekend hours only (generally Friday, 5pm through Monday, 8:30am) or equivalent.

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 activity.

ARTICLE 51

LUNCHROOM FACILITIES AND UNION OFFICE SPACE

The Employer will provide a lunch area in each building where the Union has employees working. Employees will be permitted to eat lunch in an area other than the designated lunch area at the discretion of the Department Head.

At the County Courthouse location, Room 301 (*or similarly sized alternative*) shall be used as an employees' lunchroom. The Employer will provide a refrigerator and an appropriate range of vending machines for use in said lunch room (i.e., soft drinks, coffee, snacks, etc.).

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

ARTICLE 52
NON-DISCRIMINATION

No persons employed by the Trial Court, nor applicants for Trial Court employment, shall be discriminated against because of race, sex, sexual orientation, creed, color, national origin, physical handicap or political affiliation or beliefs; nor shall the Employer discriminate because of age except by regulations applicable to all employees by law. Active efforts shall be made to encourage applicants for Trial Court employment in all departments, from both sexes, all racial and national groups.

The Employer shall take steps to assure that employment assignments are given on an equal, non-discriminatory basis. The Employer shall take steps to insure that management and supervision follow the terms of the collective bargaining agreement.

Nothing in the section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available. Local 2733 supports the affirmative action plan adopted by the County on June 6, 1984.

ARTICLE 53
PENSION

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

- FAC3
- 2.0 multiplier
- Vesting of 8 years

Upon movement to the defined benefit plan, all MPPP account balances shall be transferred to the WCERS system. As such, existing employees will transfer to WCERS with their current years of service for credit worked at Washtenaw County.

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

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

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

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

Increase WCERS death benefit to \$7,500.

Effective 7/1/08, modify the WCERS Board Structure as follows:

- County Administrator or his/her designee
- Finance Director

- Two (2) Board of Commissioners
- Two (2) Union Employees
- One (1) Employee At-Large

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

Effective 1/1/08, 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.

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 54
PAY PERIODS**

All employees in the bargaining unit shall be paid in pay periods of two (2) weeks, on every other Friday. One (1) week of the employee's pay shall be held in reserve by the Employer and shall be paid to the employee upon severance.

**ARTICLE 55
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 56
UNIFORMS OR UNIFORM ALLOWANCE**

Employees or positions in the bargaining unit which, prior to this Agreement, received either the issuance of a uniform or compensation for same, shall continue to receive same for the life of this Agreement.

In cases where protective clothing is necessary to fulfill the job requirements such protective clothing will be provided at the expense of the Employer.

ARTICLE 57
TUITION REIMBURSEMENT

The following is the tuition reimbursement policy for Trial Court employees:

Policy:

Improvement of the worth of staff members of the Washtenaw County Trial Court by the efforts and initiative of each is encouraged. Each staff member who acts to study subjects or train himself/herself in skills that will increase his/her value to the Trial Court, and to himself/herself, will receive encouragement in the form of financial assistance. The Trial Court expects service from staff members in return that is adequate to compensate for outlay of governmental expenditures.

Scope:

Eligible Staff:

Any person having employment status as a permanent, full-time employee of the 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 the Washtenaw County Trial Court for a period of no less than twelve (12) consecutive months on the date of starting an approved course.

Courses Approved:

Eligible staff shall receive tuition reimbursement provided that the course 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 member in his/her present position or is a course that would qualify her/him for a promotion in the bargaining unit or into other Trial Court or County 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 Department Head and Human Resources Director, in conjunction with proof of total payment for tuition, in order to receive any tuition reimbursement from the Trial Court and Washtenaw County.

NOTE: Courses, conferences, seminars, in-service training, and other programs whereby staff members are sent by the Trial 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 Trial Court administrator, County Human Resources Director and the head of the department in which the course applicant is employed. Tie votes may be decided by the Chief Judge.

Responsibility:

The Human Resources Director is assigned as the coordinator of the Tuition Reimbursement Program.

General:

1. Time of the employee away from work is to be made up. Absence time is to be approved by the department head.
2. Courses must be approved in writing by the approved body prior to starting classes.
3. Course work and related reports must be completed within six (6) months from starting classes.
4. The Trial Court & County 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. Reimbursement under this program shall be 25% for a 12-month period effective 9/1/08-8/31/09. Books, supplies, transportation, or other costs of attending classes are not to be paid by the County.
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.

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 Office. Three (3) copies are to be submitted to the County Human Resources Office.
2. The department head and the Trial Court administrator 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 Office 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 of Reimbursement for Tuition will be approved by the Human Resources 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.

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 and seminars. Reimbursement for expenses are subject to budgetary allocations and the discretion of the department head.

**ARTICLE 58
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, a copy of this Agreement 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 59
WAIVER CLAUSE**

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.

**ARTICLE 60
LONGEVITY**

- A. All employees covered by this Agreement in the active pay status of the Employer as of October 1 of any year (beginning October 1,1980) 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 Friend of the Court employees covered under this agreement shall receive annual longevity payments as provided in the schedule. Circuit Court employees covered under this agreement shall receive longevity pay on a pro rata basis throughout the year.
- 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.

For purposes of this section, continuous service means service calculated from the employee's hiring date as a regular full-time 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) Employees absent from work due to layoff, public or union service leave, educational leave or personal leave, for a period of more than one (1) month shall not be credited with, or continue to accumulate continuous service, however, these employees shall receive a prorated benefit as long as the employee has had some continuous service during that year for any period thereafter until they are returned to active pay status. When an employee returns to active pay status, he/she will begin to accumulate continuous service credit based upon, and added to his/her previous service accumulation. For the purpose of this Agreement, employees utilizing paid sick leave, vacation, funeral leave, or unpaid illness, maternity, or prolonged illness in the immediate family shall be deemed as time worked.
- G. Should an employee leave employment with the Trial Court for any reason, the employee's longevity will be paid on a prorated basis for each completed month of service with the Trial Court and/or County from October 1.

ARTICLE 61

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provision of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., for the orderly and efficient operation of the Court.

ARTICLE 62

NO STRIKE CLAUSE

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow-down or a strike against the Trial Court. The management agrees that during the same period there will be no lockout.

ARTICLE 63

PRONOUNS—Use Of

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

ARTICLE 64

EXCLUDED EMPLOYEES

The Employer will supply twice a year, in January and July, a list of all Trial Court & County employees with a designation of their bargaining unit, if any, and department code and job code. If AFSCME Local 2733 questions any of the employees excluded from their bargaining units, it shall be the subject to a special conference.

ARTICLE 65

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 supervisor and his/her Steward for the proper action. If the matter is not adjusted satisfactorily, a special conference will be held.

ARTICLE 66

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight, December 31, 2010.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- (c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

- (d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (e) *Notice of Termination or Modification.* Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council No. 25,1034 N. Washington, Lansing, Michigan 48906; and if the Employer addressed to the County of Washtenaw, County Administration Building, P.O. 8645, Ann Arbor, Michigan 48107-8645, as well as to Washtenaw County Trial Court Administration, 101 E. Huron, Ann Arbor, Michigan 48107-8645 or to any such address as the Union or the Employer may make available to each other.

ARTICLE 67 ACT OF GOD

If the County Administrator and/or Chief Judge declares that certain Trial Court/County buildings cannot be opened or operated in their usual manner due to weather conditions, natural disaster, civil disturbance, or any officially declared emergency, an employee who is assigned to such locations 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 68 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 Trial 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.

ON-CALL/STANDBY: time outside the normal business hours when a person is designated to be ready and available to respond to unscheduled needs of the department.

PART-TIME EMPLOYEE: a part-time employee is an employee hired for less than 100% hours per week.

PROMOTION: When an employee moves from their 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 of 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 is the date an employee enters a particular union group, 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 69

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. The fact that an evaluation is not done by an employee's anniversary date will not delay a step increase.

The Employer is encouraged to evaluate the employee following a written reprimand for the purpose of advising the employee of his/her progress in the areas of the reprimand.

The Union will be notified about any change in the evaluation form prior to implementation.

The Employer agrees that performance evaluations shall be used for the purpose of complimenting a 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.

ARTICLE 70

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, the Business Improvement Process, and the priorities of the Chief Judge and Trial Court Administrator.

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 71
RESIGNATION**

Employees should give at least 2 weeks notice of resignation.

**ARTICLE 72
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 73
WORK RULES**

Work rules are department specific procedures designed to enhance Trial Court & County policies and align with collective bargaining agreements.

The Union shall be notified at least two (2) weeks in advance, if possible, of a department's desire to either establish and/or modify work rules. The Union shall have the opportunity to participate in the development or revision of such work rules, unless the Employer cannot comply due to mitigating circumstances.

**ARTICLE 74
DRESS CODE**

All employees should dress professionally and appropriately for their jobs and work environment in accordance with the Trial Court Dress Code.

The Union shall be allowed to participate any modifications of the dress code work rules consistent with the work rules provision of this agreement.

The Employer will provide any required clothing/apparel and equipment deemed necessary for any safety reason.

ARTICLE 75
WELLNESS ACTIVITIES / PROGRAMS

The County Worksite Wellness annual work plan shall include at least two (2) professional development offerings on health and wellness topics. Such wellness classes shall be offered on the Employer's time and be paid for by the Employer. The annual Worksite Wellness work plan will be presented to the LMT for their review and comment.

ARTICLE 76
COMMERCIAL DRIVERS LICENSE

For those classifications that require a Commercial Drivers License (CDL) to maintain their position, the Employer agrees to pay for the renewal of such credential and physical exam required at the point of renewal.

ARTICLE 77
LICENSES/CERTIFICATIONS

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

ARTICLE 78
REORGANIZATION

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

- a. Should Management find it necessary in the course of business to institute a reorganization they shall contact the Bargaining Unit not less than 30 business days in advance, with earlier notification if possible, and negotiate the same.
- b. In the event of reorganization, the parties' intent is to allow affected employees within the department opportunities to maintain a position as a result of the reorganization. Therefore, this article supersedes the provisions of the "Transfers, Promotions, Job Postings and Bidding Procedures" article of the collective bargaining agreements. The parties have agreed to the following language respective to positions posted as a result of reorganization. Applicants who currently meet the minimum qualifications shall be hired and placed in the new positions. Applicants not currently meeting the new educational, certification, or licensing requirements for the newly created position shall be considered for hire and given a negotiated reasonable timeline, by way of letter of understanding, to achieve the new requirements prior to filling positions from other bargaining units candidates, so long as doing so does not negatively impact program outcomes. The following preference shall apply:
 - i. Qualified Unit members within the department, in case of equal qualifications, seniority shall prevail
 - ii. Qualified County Local 2733 members within the department, in case of equal qualifications, seniority shall prevail
 - iii. Not qualified Unit members within the department, by way of letter of understanding
 - iv. Not qualified County Local 2733 members within the department, by way of letter of understanding
 - v. Qualified within Unit, in case of equal qualifications, seniority shall prevail
 - vi. Qualified County employees within the Local 2733

- c. The employment interview shall be used in a fair and equitable manner. Both parties agree the employment interview will not be used as the sole reason to disqualify a senior member from receiving the job and a trial period according to the collective bargaining agreement.
- d. Skill-based testing shall be used to help identify areas of additional training. (This should be identified in work plans for improvement.)
- e. Provide to the Union the applications and results of interview and skill-based testing for bargaining unit members.
- f. Work traditionally bargaining unit work shall remain within the unit.
- g. When implementing a reduction in union staff, all temporary workers, contractors, and consultants shall be released before any regular county employees in the department unit doing similar work.
- h. All newly created positions will be negotiated with the appropriate bargaining units, including wages.
- i. The County/Court shall negotiate with Local 2733 for any employee that is impacted by position elimination during the reorganization for benefits, displacement of employees, and wage changes, to include discussing the possibility of red circling.
- j. Any employee who is no longer employed with the County/Court as a result of reorganization shall be considered in layoff status and receive all benefits afforded them under the collective bargaining agreement.
- k. The employer will practice full disclosure as it relates to the reorganization and specifically the employment interview when used, i.e., interview forms, examples of questions to be used, specific outcome of interviews, including summary sheets. In addition the employer will provide behavior-based interview training for the applicants prior to the interview.
- l. When mutually agreed upon by HR and the Local Union President, Local 2733 will sit in on interviews for Union positions.

ARTICLE 79

LEGAL REPRESENTATION AND INDEMNIFICATION

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

ARTICLE 80

CONTRARY TO LAW PROVISION

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

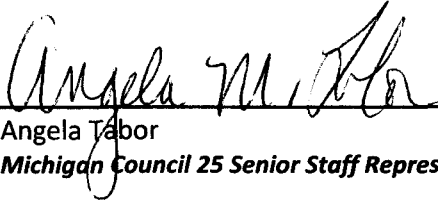
**ARTICLE 81
DURATION OF AGREEMENT**

This agreement shall be in full force and effect January 1, 2008 – December 31, 2010, except as otherwise noted.

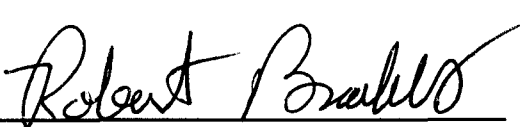
IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.


FOR THE UNION

FOR THE EMPLOYER


By: 
Angela Tabor
Michigan Council 25 Senior Staff Representative

By: 
Honorable David S. Swartz, Chief Judge
Washtenaw County Trial Court

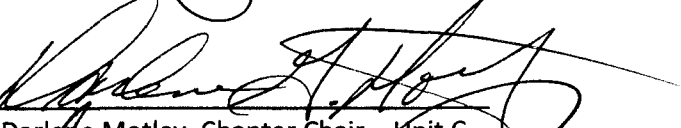
By: 
Robert Brabbs
President, AFSCME Local 2733


By: 
Jeff Irwin, Chair
Washtenaw County Board of commissioners

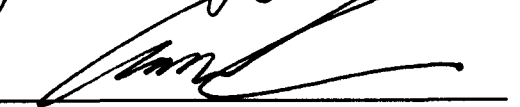
ATTESTED TO:

By: 
Daniel Dwyer
Trial Court Administrator

By: 
Lawrence Kestenbaum
Washtenaw County Clerk / Register of Deeds

By: 
Darlene Motley, Chapter Chair – Unit C,
Unit C Negotiator

By: 
Sarah Rowe
Unit C Negotiator

By: 
Alex Cave
Unit C Negotiator

**APPENDIX A
CLASSIFICATIONS**

Grade 15

Case Maintenance Specialist
Central Assignment Coordinator I/II
FOC Case Specialist

Grade 16

FOC Case Manager (a) (16/18)

Grade 17

TC Lead Assignment Coordinator

Grade 19

Senior Case Manager

Grade 22

Evaluator/Mediator I (c) (22/24/26)
Judicial Services Officer I (b) (22/24/26)

Grade 24

Evaluator/Mediator II(c)
Judicial Services Officer II (b)

Grade 26

Evaluator/Mediator III
Judicial Services Officer III

Grade 29

Chief Judicial Services Officer

Grade 33

Attorney/Referee (d)

(a) Moves to Grade 18 after two (2) years experience

24(b) Moves to Grade 25 after one (1) year experience, moves to Grade 25 after (2) years experience

24(c) Moves to Grade 25 after one (1) year experience, moves to Grade 26 after two (2) years experience and completion of statutory mediation training requirements prior to advancing to Grade 26

(d) Employer pays annual Michigan State Bar Dues

LICENSES/CERTIFICATIONS

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

**APPENDIX B
LETTERS OF UNDERSTANDING**

	<u>Labor Relations Assigned Number</u>	<u>Date Signed</u>
1. Lateral Reassignment within Friend of the Court Office	N/A	N/A
2. Employees Having Equal Seniority	92	4/15/87
3. Permanent Panel of Arbitrators	112	3/23/88
4. Hepatitis/Bloodborne Pathogens	196	3/22/95
5. Judicial Service Officer I/li/III & Evaluator/Mediator I/II/III	589	1/29/04
6. Pilot Program in FOC	623	8/06/04
7. Work Hours of FOC	732	2/25/08
8. Other Eligible Adult	741	10/11/07

All extant Letters of Understanding shall be carried forward and incorporated by reference into this Agreement.

**APPENDIX C - SCHEDULE D
EFFECTIVE 1/1/2008
FOR 15 - AFSCME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFSCME 2733**

STEPS GRADES	1	2	3	4	5	6	7	8	
10	\$26,741.25 \$1,028.51 \$13.71	\$27,611.45 \$1,061.98 \$14.16	\$28,505.18 \$1,096.35 \$14.62	\$29,398.91 \$1,130.73 \$15.08	\$30,363.19 \$1,167.81 \$15.57	\$31,351.00 \$1,205.81 \$16.08	\$32,456.38 \$1,248.32 \$16.64		
11	\$27,611.45 \$1,061.98 \$14.16	\$28,505.18 \$1,096.35 \$14.62	\$29,398.91 \$1,130.73 \$15.08	\$30,363.19 \$1,167.81 \$15.57	\$31,351.00 \$1,205.81 \$16.08	\$32,456.38 \$1,248.32 \$16.64	\$33,585.30 \$1,291.74 \$17.22		
12	\$28,505.18 \$1,096.35 \$14.62	\$29,398.91 \$1,130.73 \$15.08	\$30,363.19 \$1,167.81 \$15.57	\$31,351.00 \$1,205.81 \$16.08	\$32,456.38 \$1,248.32 \$16.64	\$33,585.30 \$1,291.74 \$17.22	\$34,714.22 \$1,335.16 \$17.80		
13	\$29,398.91 \$1,130.73 \$15.08	\$30,363.19 \$1,167.81 \$15.57	\$31,351.00 \$1,205.81 \$16.08	\$32,456.38 \$1,248.32 \$16.64	\$33,585.30 \$1,291.74 \$17.22	\$34,714.22 \$1,335.16 \$17.80	\$35,984.26 \$1,384.01 \$18.45		
14	\$30,363.19 \$1,167.81 \$15.57	\$31,351.00 \$1,205.81 \$16.08	\$32,456.38 \$1,248.32 \$16.64	\$33,585.30 \$1,291.74 \$17.22	\$34,714.22 \$1,335.16 \$17.80	\$35,984.26 \$1,384.01 \$18.45	\$37,277.80 \$1,433.76 \$19.12		
15	\$31,351.00 \$1,205.81 \$16.08	\$32,456.38 \$1,248.32 \$16.64	\$33,585.30 \$1,291.74 \$17.22	\$34,714.22 \$1,335.16 \$17.80	\$35,984.26 \$1,384.01 \$18.45	\$37,277.80 \$1,433.76 \$19.12	\$38,618.40 \$1,485.32 \$19.80		
16	\$32,456.38 \$1,248.32 \$16.64	\$33,585.30 \$1,291.74 \$17.22	\$34,714.22 \$1,335.16 \$17.80	\$35,984.26 \$1,384.01 \$18.45	\$37,277.80 \$1,433.76 \$19.12	\$38,618.40 \$1,485.32 \$19.80	\$40,053.06 \$1,540.50 \$20.54		
17	\$33,585.30 \$1,291.74 \$17.22	\$34,714.22 \$1,335.16 \$17.80	\$35,984.26 \$1,384.01 \$18.45	\$37,277.80 \$1,433.76 \$19.12	\$38,618.40 \$1,485.32 \$19.80	\$40,053.06 \$1,540.50 \$20.54	\$41,558.30 \$1,598.40 \$21.31		
18	\$34,714.22 \$1,335.16 \$17.80	\$35,984.26 \$1,384.01 \$18.45	\$37,277.80 \$1,433.76 \$19.12	\$38,618.40 \$1,485.32 \$19.80	\$40,053.06 \$1,540.50 \$20.54	\$41,558.30 \$1,598.40 \$21.31	\$43,157.60 \$1,659.91 \$22.13		
19	\$35,984.26 \$1,384.01 \$18.45	\$37,277.80 \$1,433.76 \$19.12	\$38,618.40 \$1,485.32 \$19.80	\$40,053.06 \$1,540.50 \$20.54	\$41,558.30 \$1,598.40 \$21.31	\$43,157.60 \$1,659.91 \$22.13	\$44,827.43 \$1,724.13 \$22.99		
20	\$37,277.80 \$1,433.76 \$19.12	\$38,618.40 \$1,485.32 \$19.80	\$40,053.06 \$1,540.50 \$20.54	\$41,558.30 \$1,598.40 \$21.31	\$43,157.60 \$1,659.91 \$22.13	\$44,827.43 \$1,724.13 \$22.99	\$46,520.82 \$1,789.26 \$23.86	\$48,308.28 \$1,858.01 \$25.74	
21	\$38,618.40 \$1,485.32 \$19.80	\$40,053.06 \$1,540.50 \$20.54	\$41,558.30 \$1,598.40 \$21.31	\$43,157.60 \$1,659.91 \$22.13	\$44,827.43 \$1,724.13 \$22.99	\$46,520.82 \$1,789.26 \$23.86	\$48,308.28 \$1,858.01 \$24.77	\$50,189.80 \$1,930.38 \$27.75	
21A	\$41,203.17 \$1,584.74 \$19.80	\$42,717.99 \$1,643.00 \$20.54	\$44,319.38 \$1,704.59 \$21.31	\$46,028.96 \$1,770.34 \$22.13	\$47,825.11 \$1,839.43 \$22.99	\$49,621.25 \$1,908.51 \$23.86	\$51,525.60 \$1,981.75 \$24.77	\$53,538.15 \$2,059.16 \$25.74	
22	\$40,053.06 \$1,540.50 \$20.54	\$41,558.30 \$1,598.40 \$21.31	\$43,157.60 \$1,659.91 \$22.13	\$44,827.43 \$1,724.13 \$22.99	\$46,520.82 \$1,789.26 \$23.86	\$48,308.28 \$1,858.01 \$24.77	\$50,189.80 \$1,930.38 \$25.74	\$52,094.87 \$2,003.65 \$26.72	
23	\$41,558.30 \$1,598.40 \$21.31	\$43,157.60 \$1,659.91 \$22.13	\$44,827.43 \$1,724.13 \$22.99	\$46,520.82 \$1,789.26 \$23.86	\$48,308.28 \$1,858.01 \$24.77	\$50,189.80 \$1,930.38 \$25.74	\$52,094.87 \$2,003.65 \$26.72	\$54,117.50 \$2,081.44 \$27.75	
24	\$43,157.60 \$1,659.91 \$22.13	\$44,827.43 \$1,724.13 \$22.99	\$46,520.82 \$1,789.26 \$23.86	\$48,308.28 \$1,858.01 \$24.77	\$50,189.80 \$1,930.38 \$25.74	\$52,094.87 \$2,003.65 \$26.72	\$54,117.50 \$2,081.44 \$27.75	\$56,304.76 \$2,165.57 \$28.87	

SCHEDULE D
EFFECTIVE 1/1/2008
FOR 15 - AFSCME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFSCME 2733

STEPS GRADES	1	2	3	4	5	6	7	8
25	\$44,827.43 \$1,724.13 \$22.99	\$46,520.82 \$1,789.26 \$23.86	\$48,308.28 \$1,858.01 \$24.77	\$50,189.80 \$1,930.38 \$25.74	\$52,094.87 \$2,003.65 \$26.72	\$54,117.50 \$2,081.44 \$27.75	\$56,304.76 \$2,165.57 \$28.87	\$58,562.61 \$2,252.41 \$30.03
26	\$46,520.82 \$1,789.26 \$23.86	\$48,308.28 \$1,858.01 \$24.77	\$50,189.80 \$1,930.38 \$25.74	\$52,094.87 \$2,003.65 \$26.72	\$54,117.50 \$2,081.44 \$27.75	\$56,304.76 \$2,165.57 \$28.87	\$58,562.61 \$2,252.41 \$30.03	\$60,891.01 \$2,341.96 \$31.23
27	\$48,308.28 \$1,858.01 \$24.77	\$50,189.80 \$1,930.38 \$25.74	\$52,094.87 \$2,003.65 \$26.72	\$54,117.50 \$2,081.44 \$27.75	\$56,304.76 \$2,165.57 \$28.87	\$58,562.61 \$2,252.41 \$30.03	\$60,891.01 \$2,341.96 \$31.23	\$63,313.47 \$2,435.13 \$32.47
28	\$50,189.80 \$1,930.38 \$25.74	\$52,094.87 \$2,003.65 \$26.72	\$54,117.50 \$2,081.44 \$27.75	\$56,304.76 \$2,165.57 \$28.87	\$58,562.61 \$2,252.41 \$30.03	\$60,891.01 \$2,341.96 \$31.23	\$63,313.47 \$2,435.13 \$32.47	\$65,924.10 \$2,535.54 \$33.81
29	\$52,094.87 \$2,003.65 \$26.72	\$54,117.50 \$2,081.44 \$27.75	\$56,304.76 \$2,165.57 \$28.87	\$58,562.61 \$2,252.41 \$30.03	\$60,891.01 \$2,341.96 \$31.23	\$63,313.47 \$2,435.13 \$32.47	\$65,924.10 \$2,535.54 \$33.81	\$68,628.80 \$2,639.57 \$35.19
30	\$54,117.50 \$2,081.44 \$27.75	\$56,304.76 \$2,165.57 \$28.87	\$58,562.61 \$2,252.41 \$30.03	\$60,891.01 \$2,341.96 \$31.23	\$63,313.47 \$2,435.13 \$32.47	\$65,924.10 \$2,535.54 \$33.81	\$68,628.80 \$2,639.57 \$35.19	\$71,545.17 \$2,751.74 \$36.69
31	\$56,304.76 \$2,165.57 \$28.87	\$58,562.61 \$2,252.41 \$30.03	\$60,891.01 \$2,341.96 \$31.23	\$63,313.47 \$2,435.13 \$32.47	\$65,924.10 \$2,535.54 \$33.81	\$68,628.80 \$2,639.57 \$35.19	\$71,545.17 \$2,751.74 \$36.69	\$74,555.62 \$2,867.52 \$38.23
32	\$58,562.61 \$2,252.41 \$30.03	\$60,891.01 \$2,341.96 \$31.23	\$63,313.47 \$2,435.13 \$32.47	\$65,924.10 \$2,535.54 \$33.81	\$68,628.80 \$2,639.57 \$35.19	\$71,545.17 \$2,751.74 \$36.69	\$74,555.62 \$2,867.52 \$38.23	\$77,707.18 \$2,988.74 \$39.85
33	\$60,891.01 \$2,341.96 \$31.23	\$63,313.47 \$2,435.13 \$32.47	\$65,924.10 \$2,535.54 \$33.81	\$68,628.80 \$2,639.57 \$35.19	\$71,545.17 \$2,751.74 \$36.69	\$74,555.62 \$2,867.52 \$38.23	\$77,707.18 \$2,988.74 \$39.85	\$81,046.89 \$3,117.19 \$41.56
34	\$63,313.47 \$2,435.13 \$32.47	\$65,924.10 \$2,535.54 \$33.81	\$68,628.80 \$2,639.57 \$35.19	\$71,545.17 \$2,751.74 \$36.69	\$74,555.62 \$2,867.52 \$38.23	\$77,707.18 \$2,988.74 \$39.85	\$81,046.89 \$3,117.19 \$41.56	\$84,504.20 \$3,250.16 \$43.34
35	\$65,924.10 \$2,535.54 \$33.81	\$68,628.80 \$2,639.57 \$35.19	\$71,545.17 \$2,751.74 \$36.69	\$74,555.62 \$2,867.52 \$38.23	\$77,707.18 \$2,988.74 \$39.85	\$81,046.89 \$3,117.19 \$41.56	\$84,504.20 \$3,250.16 \$43.34	\$88,220.23 \$3,393.09 \$45.24
36	\$68,628.80 \$2,639.57 \$35.19	\$71,545.17 \$2,751.74 \$36.69	\$74,555.62 \$2,867.52 \$38.23	\$77,707.18 \$2,988.74 \$39.85	\$81,046.89 \$3,117.19 \$41.56	\$84,504.20 \$3,250.16 \$43.34	\$88,220.23 \$3,393.09 \$45.24	\$92,006.81 \$3,538.72 \$47.18
37	\$71,545.17 \$2,751.74 \$36.69	\$74,555.62 \$2,867.52 \$38.23	\$77,707.18 \$2,988.74 \$39.85	\$81,046.89 \$3,117.19 \$41.56	\$84,504.20 \$3,250.16 \$43.34	\$88,220.23 \$3,393.09 \$45.24	\$92,006.81 \$3,538.72 \$47.18	\$95,958.01 \$3,690.69 \$49.21
38	\$74,555.62 \$2,867.52 \$38.23	\$77,707.18 \$2,988.74 \$39.85	\$81,046.89 \$3,117.19 \$41.56	\$84,504.20 \$3,250.16 \$43.34	\$88,220.23 \$3,393.09 \$45.24	\$92,006.81 \$3,538.72 \$47.18	\$95,958.01 \$3,690.69 \$49.21	\$100,097.38 \$3,849.90 \$51.33

"A" schedule indicates 80 hour Employee rate

SCHEDULE D
EFFECTIVE 1/1/2009
FOR 15 - AFSCME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFSCME 2733

STEPS GRADES	1	2	3	4	5	6	7	8
10	\$26,874.95	\$27,749.50	\$28,647.71	\$29,545.90	\$30,515.01	\$31,507.75	\$32,618.66	
	\$1,033.65	\$1,067.29	\$1,101.83	\$1,136.38	\$1,173.65	\$1,211.84	\$1,254.56	
	\$13.78	\$14.23	\$14.69	\$15.15	\$15.65	\$16.16	\$16.73	
11	\$27,749.50	\$28,647.71	\$29,545.90	\$30,515.01	\$31,507.75	\$32,618.66	\$33,753.22	
	\$1,067.29	\$1,101.83	\$1,136.38	\$1,173.65	\$1,211.84	\$1,254.56	\$1,298.20	
	\$14.23	\$14.69	\$15.15	\$15.65	\$16.16	\$16.73	\$17.31	
12	\$28,647.71	\$29,545.90	\$30,515.01	\$31,507.75	\$32,618.66	\$33,753.22	\$34,887.79	
	\$1,101.83	\$1,136.38	\$1,173.65	\$1,211.84	\$1,254.56	\$1,298.20	\$1,341.84	
	\$14.69	\$15.15	\$15.65	\$16.16	\$16.73	\$17.31	\$17.89	
13	\$29,545.90	\$30,515.01	\$31,507.75	\$32,618.66	\$33,753.22	\$34,887.79	\$36,164.18	
	\$1,136.38	\$1,173.65	\$1,211.84	\$1,254.56	\$1,298.20	\$1,341.84	\$1,390.93	
	\$15.15	\$15.65	\$16.16	\$16.73	\$17.31	\$17.89	\$18.55	
14	\$30,515.01	\$31,507.75	\$32,618.66	\$33,753.22	\$34,887.79	\$36,164.18	\$37,464.19	
	\$1,173.65	\$1,211.84	\$1,254.56	\$1,298.20	\$1,341.84	\$1,390.93	\$1,440.93	
	\$15.65	\$16.16	\$16.73	\$17.31	\$17.89	\$18.55	\$19.21	
15	\$31,507.75	\$32,618.66	\$33,753.22	\$34,887.79	\$36,164.18	\$37,464.19	\$38,811.49	
	\$1,211.84	\$1,254.56	\$1,298.20	\$1,341.84	\$1,390.93	\$1,440.93	\$1,492.75	
	\$16.16	\$16.73	\$17.31	\$17.89	\$18.55	\$19.21	\$19.90	
16	\$32,618.66	\$33,753.22	\$34,887.79	\$36,164.18	\$37,464.19	\$38,811.49	\$40,253.32	
	\$1,254.56	\$1,298.20	\$1,341.84	\$1,390.93	\$1,440.93	\$1,492.75	\$1,548.20	
	\$16.73	\$17.31	\$17.89	\$18.55	\$19.21	\$19.90	\$20.64	
17	\$33,753.22	\$34,887.79	\$36,164.18	\$37,464.19	\$38,811.49	\$40,253.32	\$41,766.09	
	\$1,298.20	\$1,341.84	\$1,390.93	\$1,440.93	\$1,492.75	\$1,548.20	\$1,606.39	
	\$17.31	\$17.89	\$18.55	\$19.21	\$19.90	\$20.64	\$21.42	
18	\$34,887.79	\$36,164.18	\$37,464.19	\$38,811.49	\$40,253.32	\$41,766.09	\$43,373.39	
	\$1,341.84	\$1,390.93	\$1,440.93	\$1,492.75	\$1,548.20	\$1,606.39	\$1,668.21	
	\$17.89	\$18.55	\$19.21	\$19.90	\$20.64	\$21.42	\$22.24	
19	\$36,164.18	\$37,464.19	\$38,811.49	\$40,253.32	\$41,766.09	\$43,373.39	\$45,051.57	
	\$1,390.93	\$1,440.93	\$1,492.75	\$1,548.20	\$1,606.39	\$1,668.21	\$1,732.75	
	\$18.55	\$19.21	\$19.90	\$20.64	\$21.42	\$22.24	\$23.10	
20	\$37,464.19	\$38,811.49	\$40,253.32	\$41,766.09	\$43,373.39	\$45,051.57	\$46,753.42	\$48,549.82
	\$1,440.93	\$1,492.75	\$1,548.20	\$1,606.39	\$1,668.21	\$1,732.75	\$1,798.21	\$1,867.30
	\$19.21	\$19.90	\$20.64	\$21.42	\$22.24	\$23.10	\$23.98	\$24.90
21	\$38,811.49	\$40,253.32	\$41,766.09	\$43,373.39	\$45,051.57	\$46,753.42	\$48,549.82	\$50,440.75
	\$1,492.75	\$1,548.20	\$1,606.39	\$1,668.21	\$1,732.75	\$1,798.21	\$1,867.30	\$1,940.03
	\$19.90	\$20.64	\$21.42	\$22.24	\$23.10	\$23.98	\$24.90	\$25.87
21A	\$41,409.19	\$42,931.58	\$44,540.97	\$46,259.11	\$48,064.23	\$49,869.36	\$51,783.23	\$53,805.84
	\$1,592.66	\$1,651.21	\$1,713.11	\$1,779.20	\$1,848.62	\$1,918.05	\$1,991.66	\$2,069.46
	\$19.80	\$20.64	\$21.41	\$22.24	\$23.11	\$23.98	\$24.90	\$25.87
22	\$40,253.32	\$41,766.09	\$43,373.39	\$45,051.57	\$46,753.42	\$48,549.82	\$50,440.75	\$52,355.34
	\$1,548.20	\$1,606.39	\$1,668.21	\$1,732.75	\$1,798.21	\$1,867.30	\$1,940.03	\$2,013.67
	\$20.64	\$21.42	\$22.24	\$23.10	\$23.98	\$24.90	\$25.87	\$26.85
23	\$41,766.09	\$43,373.39	\$45,051.57	\$46,753.42	\$48,549.82	\$50,440.75	\$52,355.34	\$54,388.09
	\$1,606.39	\$1,668.21	\$1,732.75	\$1,798.21	\$1,867.30	\$1,940.03	\$2,013.67	\$2,091.85
	\$21.42	\$22.24	\$23.10	\$23.98	\$24.90	\$25.87	\$26.85	\$27.89

A schedule indicates 80 hour Employee rate

SCHEDULE D
EFFECTIVE 1/1/2009
FOR 15 - AFSCME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFSCME 2733

STEPS GRADES	1	2	3	4	5	6	7	8
24	\$43,373.39	\$45,051.57	\$46,753.42	\$48,549.82	\$50,440.75	\$52,355.34	\$54,388.09	\$56,586.29
	\$1,668.21	\$1,732.75	\$1,798.21	\$1,867.30	\$1,940.03	\$2,013.67	\$2,091.85	\$2,176.40
	\$22.24	\$23.10	\$23.98	\$24.90	\$25.87	\$26.85	\$27.89	\$29.02
25	\$45,051.57	\$46,753.42	\$48,549.82	\$50,440.75	\$52,355.34	\$54,388.09	\$56,586.29	\$58,855.42
	\$1,732.75	\$1,798.21	\$1,867.30	\$1,940.03	\$2,013.67	\$2,091.85	\$2,176.40	\$2,263.67
	\$23.10	\$23.98	\$24.90	\$25.87	\$26.85	\$27.89	\$29.02	\$30.18
26	\$46,753.42	\$48,549.82	\$50,440.75	\$52,355.34	\$54,388.09	\$56,586.29	\$58,855.42	\$61,195.47
	\$1,798.21	\$1,867.30	\$1,940.03	\$2,013.67	\$2,091.85	\$2,176.40	\$2,263.67	\$2,353.67
	\$23.98	\$24.90	\$25.87	\$26.85	\$27.89	\$29.02	\$30.18	\$31.38
27	\$48,549.82	\$50,440.75	\$52,355.34	\$54,388.09	\$56,586.29	\$58,855.42	\$61,195.47	\$63,630.04
	\$1,867.30	\$1,940.03	\$2,013.67	\$2,091.85	\$2,176.40	\$2,263.67	\$2,353.67	\$2,447.31
	\$24.90	\$25.87	\$26.85	\$27.89	\$29.02	\$30.18	\$31.38	\$32.63
28	\$50,440.75	\$52,355.34	\$54,388.09	\$56,586.29	\$58,855.42	\$61,195.47	\$63,630.04	\$66,253.72
	\$1,940.03	\$2,013.67	\$2,091.85	\$2,176.40	\$2,263.67	\$2,353.67	\$2,447.31	\$2,548.22
	\$25.87	\$26.85	\$27.89	\$29.02	\$30.18	\$31.38	\$32.63	\$33.98
29	\$52,355.34	\$54,388.09	\$56,586.29	\$58,855.42	\$61,195.47	\$63,630.04	\$66,253.72	\$68,971.94
	\$2,013.67	\$2,091.85	\$2,176.40	\$2,263.67	\$2,353.67	\$2,447.31	\$2,548.22	\$2,652.77
	\$26.85	\$27.89	\$29.02	\$30.18	\$31.38	\$32.63	\$33.98	\$35.37
30	\$54,388.09	\$56,586.29	\$58,855.42	\$61,195.47	\$63,630.04	\$66,253.72	\$68,971.94	\$71,902.89
	\$2,091.85	\$2,176.40	\$2,263.67	\$2,353.67	\$2,447.31	\$2,548.22	\$2,652.77	\$2,765.50
	\$27.89	\$29.02	\$30.18	\$31.38	\$32.63	\$33.98	\$35.37	\$36.87
31	\$56,586.29	\$58,855.42	\$61,195.47	\$63,630.04	\$66,253.72	\$68,971.94	\$71,902.89	\$74,928.39
	\$2,176.40	\$2,263.67	\$2,353.67	\$2,447.31	\$2,548.22	\$2,652.77	\$2,765.50	\$2,881.86
	\$29.02	\$30.18	\$31.38	\$32.63	\$33.98	\$35.37	\$36.87	\$38.42
32	\$58,855.42	\$61,195.47	\$63,630.04	\$66,253.72	\$68,971.94	\$71,902.89	\$74,928.39	\$78,095.72
	\$2,263.67	\$2,353.67	\$2,447.31	\$2,548.22	\$2,652.77	\$2,765.50	\$2,881.86	\$3,003.68
	\$30.18	\$31.38	\$32.63	\$33.98	\$35.37	\$36.87	\$38.42	\$40.05
33	\$61,195.47	\$63,630.04	\$66,253.72	\$68,971.94	\$71,902.89	\$74,928.39	\$78,095.72	\$81,452.12
	\$2,353.67	\$2,447.31	\$2,548.22	\$2,652.77	\$2,765.50	\$2,881.86	\$3,003.68	\$3,132.77
	\$31.38	\$32.63	\$33.98	\$35.37	\$36.87	\$38.42	\$40.05	\$41.77
34	\$63,630.04	\$66,253.72	\$68,971.94	\$71,902.89	\$74,928.39	\$78,095.72	\$81,452.12	\$84,926.72
	\$2,447.31	\$2,548.22	\$2,652.77	\$2,765.50	\$2,881.86	\$3,003.68	\$3,132.77	\$3,266.41
	\$32.63	\$33.98	\$35.37	\$36.87	\$38.42	\$40.05	\$41.77	\$43.55
35	\$66,253.72	\$68,971.94	\$71,902.89	\$74,928.39	\$78,095.72	\$81,452.12	\$84,926.72	\$88,661.33
	\$2,548.22	\$2,652.77	\$2,765.50	\$2,881.86	\$3,003.68	\$3,132.77	\$3,266.41	\$3,410.05
	\$33.98	\$35.37	\$36.87	\$38.42	\$40.05	\$41.77	\$43.55	\$45.47
36	\$68,971.94	\$71,902.89	\$74,928.39	\$78,095.72	\$81,452.12	\$84,926.72	\$88,661.33	\$92,466.84
	\$2,652.77	\$2,765.50	\$2,881.86	\$3,003.68	\$3,132.77	\$3,266.41	\$3,410.05	\$3,556.42
	\$35.37	\$36.87	\$38.42	\$40.05	\$41.77	\$43.55	\$45.47	\$47.42
37	\$71,902.89	\$74,928.39	\$78,095.72	\$81,452.12	\$84,926.72	\$88,661.33	\$92,466.84	\$96,437.80
	\$2,765.50	\$2,881.86	\$3,003.68	\$3,132.77	\$3,266.41	\$3,410.05	\$3,556.42	\$3,709.15
	\$36.87	\$38.42	\$40.05	\$41.77	\$43.55	\$45.47	\$47.42	\$49.46
38	\$74,928.39	\$78,095.72	\$81,452.12	\$84,926.72	\$88,661.33	\$92,466.84	\$96,437.80	\$100,597.87
	\$2,881.86	\$3,003.68	\$3,132.77	\$3,266.41	\$3,410.05	\$3,556.42	\$3,709.15	\$3,869.15
	\$38.42	\$40.05	\$41.77	\$43.55	\$45.47	\$47.42	\$49.46	\$51.59

SCHEDULE D
EFFECTIVE 1/1/2010
FOR 15 - AFSCME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFSCME 2733

STEPS								
GRADES	1	2	3	4	5	6	7	8
10	\$27,278.08	\$28,165.75	\$29,077.42	\$29,989.09	\$30,972.73	\$31,980.37	\$33,107.94	
	\$1,049.16	\$1,083.30	\$1,118.36	\$1,153.43	\$1,191.26	\$1,230.01	\$1,273.38	
	\$13.99	\$14.44	\$14.91	\$15.38	\$15.88	\$16.40	\$16.98	
11	\$28,165.75	\$29,077.42	\$29,989.09	\$30,972.73	\$31,980.37	\$33,107.94	\$34,259.52	
	\$1,083.30	\$1,118.36	\$1,153.43	\$1,191.26	\$1,230.01	\$1,273.38	\$1,317.67	
	\$14.44	\$14.91	\$15.38	\$15.88	\$16.40	\$16.98	\$17.57	
12	\$29,077.42	\$29,989.09	\$30,972.73	\$31,980.37	\$33,107.94	\$34,259.52	\$35,411.10	
	\$1,118.36	\$1,153.43	\$1,191.26	\$1,230.01	\$1,273.38	\$1,317.67	\$1,361.97	
	\$14.91	\$15.38	\$15.88	\$16.40	\$16.98	\$17.57	\$18.16	
13	\$29,989.09	\$30,972.73	\$31,980.37	\$33,107.94	\$34,259.52	\$35,411.10	\$36,706.65	
	\$1,153.43	\$1,191.26	\$1,230.01	\$1,273.38	\$1,317.67	\$1,361.97	\$1,411.79	
	\$15.38	\$15.88	\$16.40	\$16.98	\$17.57	\$18.16	\$18.82	
14	\$30,972.73	\$31,980.37	\$33,107.94	\$34,259.52	\$35,411.10	\$36,706.65	\$38,026.15	
	\$1,191.26	\$1,230.01	\$1,273.38	\$1,317.67	\$1,361.97	\$1,411.79	\$1,462.54	
	\$15.88	\$16.40	\$16.98	\$17.57	\$18.16	\$18.82	\$19.50	
15	\$31,980.37	\$33,107.94	\$34,259.52	\$35,411.10	\$36,706.65	\$38,026.15	\$39,393.66	
	\$1,230.01	\$1,273.38	\$1,317.67	\$1,361.97	\$1,411.79	\$1,462.54	\$1,515.14	
	\$16.40	\$16.98	\$17.57	\$18.16	\$18.82	\$19.50	\$20.20	
16	\$33,107.94	\$34,259.52	\$35,411.10	\$36,706.65	\$38,026.15	\$39,393.66	\$40,857.12	
	\$1,273.38	\$1,317.67	\$1,361.97	\$1,411.79	\$1,462.54	\$1,515.14	\$1,571.43	
	\$16.98	\$17.57	\$18.16	\$18.82	\$19.50	\$20.20	\$20.95	
17	\$34,259.52	\$35,411.10	\$36,706.65	\$38,026.15	\$39,393.66	\$40,857.12	\$42,392.58	
	\$1,317.67	\$1,361.97	\$1,411.79	\$1,462.54	\$1,515.14	\$1,571.43	\$1,630.48	
	\$17.57	\$18.16	\$18.82	\$19.50	\$20.20	\$20.95	\$21.74	
18	\$35,411.10	\$36,706.65	\$38,026.15	\$39,393.66	\$40,857.12	\$42,392.58	\$44,023.99	
	\$1,361.97	\$1,411.79	\$1,462.54	\$1,515.14	\$1,571.43	\$1,630.48	\$1,693.23	
	\$18.16	\$18.82	\$19.50	\$20.20	\$20.95	\$21.74	\$22.58	
19	\$36,706.65	\$38,026.15	\$39,393.66	\$40,857.12	\$42,392.58	\$44,023.99	\$45,727.34	
	\$1,411.79	\$1,462.54	\$1,515.14	\$1,571.43	\$1,630.48	\$1,693.23	\$1,758.74	
	\$18.82	\$19.50	\$20.20	\$20.95	\$21.74	\$22.58	\$23.45	
20	\$38,026.15	\$39,393.66	\$40,857.12	\$42,392.58	\$44,023.99	\$45,727.34	\$47,454.73	\$49,278.07
	\$1,462.54	\$1,515.14	\$1,571.43	\$1,630.48	\$1,693.23	\$1,758.74	\$1,825.18	\$1,895.31
	\$19.50	\$20.20	\$20.95	\$21.74	\$22.58	\$23.45	\$24.34	\$25.27
21	\$39,393.66	\$40,857.12	\$42,392.58	\$44,023.99	\$45,727.34	\$47,454.73	\$49,278.07	\$51,197.36
	\$1,515.14	\$1,571.43	\$1,630.48	\$1,693.23	\$1,758.74	\$1,825.18	\$1,895.31	\$1,969.13
	\$20.20	\$20.95	\$21.74	\$22.58	\$23.45	\$24.34	\$25.27	\$26.26
21A	\$42,030.32	\$43,575.56	\$45,209.09	\$46,952.99	\$48,785.20	\$50,617.40	\$52,559.98	\$54,612.93
	\$1,616.55	\$1,675.98	\$1,738.81	\$1,805.88	\$1,876.35	\$1,946.82	\$2,021.54	\$2,100.50
	\$19.80	\$20.95	\$21.74	\$22.57	\$23.45	\$24.34	\$25.27	\$26.26
22	\$40,857.12	\$42,392.58	\$44,023.99	\$45,727.34	\$47,454.73	\$49,278.07	\$51,197.36	\$53,140.67
	\$1,571.43	\$1,630.48	\$1,693.23	\$1,758.74	\$1,825.18	\$1,895.31	\$1,969.13	\$2,043.87
	\$20.95	\$21.74	\$22.58	\$23.45	\$24.34	\$25.27	\$26.26	\$27.25
23	\$42,392.58	\$44,023.99	\$45,727.34	\$47,454.73	\$49,278.07	\$51,197.36	\$53,140.67	\$55,203.91
	\$1,630.48	\$1,693.23	\$1,758.74	\$1,825.18	\$1,895.31	\$1,969.13	\$2,043.87	\$2,123.23
	\$21.74	\$22.58	\$23.45	\$24.34	\$25.27	\$26.26	\$27.25	\$28.31

A schedule indicates 80 hour Employee rate

SCHEDULE D
EFFECTIVE 1/1/2010
FOR 15 - AFS-CME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFS-CME 2733

STEPS GRADES	1	2	3	4	5	6	7	8
24	\$43,590.26 \$1,676.55 \$22.35	\$45,276.83 \$1,741.42 \$23.22	\$46,987.19 \$1,807.20 \$24.10	\$48,792.57 \$1,876.64 \$25.02	\$50,692.95 \$1,949.73 \$26.00	\$52,617.12 \$2,023.74 \$26.98	\$54,660.03 \$2,102.31 \$28.03	\$56,869.22 \$2,187.28 \$29.16
25	\$45,276.83 \$1,741.42 \$23.22	\$46,987.19 \$1,807.20 \$24.10	\$48,792.57 \$1,876.64 \$25.02	\$50,692.95 \$1,949.73 \$26.00	\$52,617.12 \$2,023.74 \$26.98	\$54,660.03 \$2,102.31 \$28.03	\$56,869.22 \$2,187.28 \$29.16	\$59,149.70 \$2,274.99 \$30.33
26	\$46,987.19 \$1,807.20 \$24.10	\$48,792.57 \$1,876.64 \$25.02	\$50,692.95 \$1,949.73 \$26.00	\$52,617.12 \$2,023.74 \$26.98	\$54,660.03 \$2,102.31 \$28.03	\$56,869.22 \$2,187.28 \$29.16	\$59,149.70 \$2,274.99 \$30.33	\$61,501.44 \$2,365.44 \$31.54
27	\$48,792.57 \$1,876.64 \$25.02	\$50,692.95 \$1,949.73 \$26.00	\$52,617.12 \$2,023.74 \$26.98	\$54,660.03 \$2,102.31 \$28.03	\$56,869.22 \$2,187.28 \$29.16	\$59,149.70 \$2,274.99 \$30.33	\$61,501.44 \$2,365.44 \$31.54	\$63,948.19 \$2,459.55 \$32.79
28	\$50,692.95 \$1,949.73 \$26.00	\$52,617.12 \$2,023.74 \$26.98	\$54,660.03 \$2,102.31 \$28.03	\$56,869.22 \$2,187.28 \$29.16	\$59,149.70 \$2,274.99 \$30.33	\$61,501.44 \$2,365.44 \$31.54	\$63,948.19 \$2,459.55 \$32.79	\$66,584.99 \$2,560.96 \$34.15
29	\$52,617.12 \$2,023.74 \$26.98	\$54,660.03 \$2,102.31 \$28.03	\$56,869.22 \$2,187.28 \$29.16	\$59,149.70 \$2,274.99 \$30.33	\$61,501.44 \$2,365.44 \$31.54	\$63,948.19 \$2,459.55 \$32.79	\$66,584.99 \$2,560.96 \$34.15	\$69,316.80 \$2,666.03 \$35.55
30	\$54,660.03 \$2,102.31 \$28.03	\$56,869.22 \$2,187.28 \$29.16	\$59,149.70 \$2,274.99 \$30.33	\$61,501.44 \$2,365.44 \$31.54	\$63,948.19 \$2,459.55 \$32.79	\$66,584.99 \$2,560.96 \$34.15	\$69,316.80 \$2,666.03 \$35.55	\$72,262.41 \$2,779.32 \$37.06
31	\$56,869.22 \$2,187.28 \$29.16	\$59,149.70 \$2,274.99 \$30.33	\$61,501.44 \$2,365.44 \$31.54	\$63,948.19 \$2,459.55 \$32.79	\$66,584.99 \$2,560.96 \$34.15	\$69,316.80 \$2,666.03 \$35.55	\$72,262.41 \$2,779.32 \$37.06	\$75,303.04 \$2,896.27 \$38.62
32	\$59,149.70 \$2,274.99 \$30.33	\$61,501.44 \$2,365.44 \$31.54	\$63,948.19 \$2,459.55 \$32.79	\$66,584.99 \$2,560.96 \$34.15	\$69,316.80 \$2,666.03 \$35.55	\$72,262.41 \$2,779.32 \$37.06	\$75,303.04 \$2,896.27 \$38.62	\$78,486.20 \$3,018.70 \$40.25
33	\$61,501.44 \$2,365.44 \$31.54	\$63,948.19 \$2,459.55 \$32.79	\$66,584.99 \$2,560.96 \$34.15	\$69,316.80 \$2,666.03 \$35.55	\$72,262.41 \$2,779.32 \$37.06	\$75,303.04 \$2,896.27 \$38.62	\$78,486.20 \$3,018.70 \$40.25	\$81,859.38 \$3,148.44 \$41.98
34	\$63,948.19 \$2,459.55 \$32.79	\$66,584.99 \$2,560.96 \$34.15	\$69,316.80 \$2,666.03 \$35.55	\$72,262.41 \$2,779.32 \$37.06	\$75,303.04 \$2,896.27 \$38.62	\$78,486.20 \$3,018.70 \$40.25	\$81,859.38 \$3,148.44 \$41.98	\$85,351.36 \$3,282.74 \$43.77
35	\$66,584.99 \$2,560.96 \$34.15	\$69,316.80 \$2,666.03 \$35.55	\$72,262.41 \$2,779.32 \$37.06	\$75,303.04 \$2,896.27 \$38.62	\$78,486.20 \$3,018.70 \$40.25	\$81,859.38 \$3,148.44 \$41.98	\$85,351.36 \$3,282.74 \$43.77	\$89,104.64 \$3,427.10 \$45.69
36	\$69,316.80 \$2,666.03 \$35.55	\$72,262.41 \$2,779.32 \$37.06	\$75,303.04 \$2,896.27 \$38.62	\$78,486.20 \$3,018.70 \$40.25	\$81,859.38 \$3,148.44 \$41.98	\$85,351.36 \$3,282.74 \$43.77	\$89,104.64 \$3,427.10 \$45.69	\$92,929.17 \$3,574.20 \$47.66
37	\$72,262.41 \$2,779.32 \$37.06	\$75,303.04 \$2,896.27 \$38.62	\$78,486.20 \$3,018.70 \$40.25	\$81,859.38 \$3,148.44 \$41.98	\$85,351.36 \$3,282.74 \$43.77	\$89,104.64 \$3,427.10 \$45.69	\$92,929.17 \$3,574.20 \$47.66	\$96,919.99 \$3,727.69 \$49.70
38	\$75,303.04 \$2,896.27 \$38.62	\$78,486.20 \$3,018.70 \$40.25	\$81,859.38 \$3,148.44 \$41.98	\$85,351.36 \$3,282.74 \$43.77	\$89,104.64 \$3,427.10 \$45.69	\$92,929.17 \$3,574.20 \$47.66	\$96,919.99 \$3,727.69 \$49.70	\$101,100.86 \$3,888.49 \$51.85

SCHEDULE D
EFFECTIVE 7/1/2010
FOR 15 - AFSCME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFSCME 2733

STEPS GRADES	1	2	3	4	5	6	7	8
10	\$27,687.25	\$28,588.23	\$29,513.58	\$30,438.92	\$31,437.32	\$32,460.07	\$33,604.56	
	\$1,064.89	\$1,099.55	\$1,135.14	\$1,170.73	\$1,209.13	\$1,248.46	\$1,292.48	
	\$14.20	\$14.66	\$15.14	\$15.61	\$16.12	\$16.65	\$17.23	
11	\$28,588.23	\$29,513.58	\$30,438.92	\$31,437.32	\$32,460.07	\$33,604.56	\$34,773.42	
	\$1,099.55	\$1,135.14	\$1,170.73	\$1,209.13	\$1,248.46	\$1,292.48	\$1,337.44	
	\$14.66	\$15.14	\$15.61	\$16.12	\$16.65	\$17.23	\$17.83	
12	\$29,513.58	\$30,438.92	\$31,437.32	\$32,460.07	\$33,604.56	\$34,773.42	\$35,942.27	
	\$1,135.14	\$1,170.73	\$1,209.13	\$1,248.46	\$1,292.48	\$1,337.44	\$1,382.39	
	\$15.14	\$15.61	\$16.12	\$16.65	\$17.23	\$17.83	\$18.43	
13	\$30,438.92	\$31,437.32	\$32,460.07	\$33,604.56	\$34,773.42	\$35,942.27	\$37,257.25	
	\$1,170.73	\$1,209.13	\$1,248.46	\$1,292.48	\$1,337.44	\$1,382.39	\$1,432.97	
	\$15.61	\$16.12	\$16.65	\$17.23	\$17.83	\$18.43	\$19.11	
14	\$31,437.32	\$32,460.07	\$33,604.56	\$34,773.42	\$35,942.27	\$37,257.25	\$38,596.55	
	\$1,209.13	\$1,248.46	\$1,292.48	\$1,337.44	\$1,382.39	\$1,432.97	\$1,484.48	
	\$16.12	\$16.65	\$17.23	\$17.83	\$18.43	\$19.11	\$19.79	
15	\$32,460.07	\$33,604.56	\$34,773.42	\$35,942.27	\$37,257.25	\$38,596.55	\$39,984.57	
	\$1,248.46	\$1,292.48	\$1,337.44	\$1,382.39	\$1,432.97	\$1,484.48	\$1,537.87	
	\$16.65	\$17.23	\$17.83	\$18.43	\$19.11	\$19.79	\$20.50	
16	\$33,604.56	\$34,773.42	\$35,942.27	\$37,257.25	\$38,596.55	\$39,984.57	\$41,469.98	
	\$1,292.48	\$1,337.44	\$1,382.39	\$1,432.97	\$1,484.48	\$1,537.87	\$1,595.00	
	\$17.23	\$17.83	\$18.43	\$19.11	\$19.79	\$20.50	\$21.27	
17	\$34,773.42	\$35,942.27	\$37,257.25	\$38,596.55	\$39,984.57	\$41,469.98	\$43,028.47	
	\$1,337.44	\$1,382.39	\$1,432.97	\$1,484.48	\$1,537.87	\$1,595.00	\$1,654.94	
	\$17.83	\$18.43	\$19.11	\$19.79	\$20.50	\$21.27	\$22.07	
18	\$35,942.27	\$37,257.25	\$38,596.55	\$39,984.57	\$41,469.98	\$43,028.47	\$44,684.35	
	\$1,382.39	\$1,432.97	\$1,484.48	\$1,537.87	\$1,595.00	\$1,654.94	\$1,718.63	
	\$18.43	\$19.11	\$19.79	\$20.50	\$21.27	\$22.07	\$22.92	
19	\$37,257.25	\$38,596.55	\$39,984.57	\$41,469.98	\$43,028.47	\$44,684.35	\$46,413.25	
	\$1,432.97	\$1,484.48	\$1,537.87	\$1,595.00	\$1,654.94	\$1,718.63	\$1,785.13	
	\$19.11	\$19.79	\$20.50	\$21.27	\$22.07	\$22.92	\$23.80	
20	\$38,596.55	\$39,984.57	\$41,469.98	\$43,028.47	\$44,684.35	\$46,413.25	\$48,166.55	\$50,017.24
	\$1,484.48	\$1,537.87	\$1,595.00	\$1,654.94	\$1,718.63	\$1,785.13	\$1,852.56	\$1,923.74
	\$19.79	\$20.50	\$21.27	\$22.07	\$22.92	\$23.80	\$24.70	\$25.65
21	\$39,984.57	\$41,469.98	\$43,028.47	\$44,684.35	\$46,413.25	\$48,166.55	\$50,017.24	\$51,965.32
	\$1,537.87	\$1,595.00	\$1,654.94	\$1,718.63	\$1,785.13	\$1,852.56	\$1,923.74	\$1,998.67
	\$20.50	\$21.27	\$22.07	\$22.92	\$23.80	\$24.70	\$25.65	\$26.65
21A	\$42,660.78	\$44,229.19	\$45,887.22	\$47,657.29	\$49,516.97	\$51,376.66	\$53,348.38	\$55,432.12
	\$1,640.80	\$1,701.12	\$1,764.89	\$1,832.97	\$1,904.50	\$1,976.03	\$2,051.86	\$2,132.00
	\$20.10	\$21.26	\$22.06	\$22.91	\$23.81	\$24.70	\$25.65	\$26.65
22	\$41,469.98	\$43,028.47	\$44,684.35	\$46,413.25	\$48,166.55	\$50,017.24	\$51,965.32	\$53,937.78
	\$1,595.00	\$1,654.94	\$1,718.63	\$1,785.13	\$1,852.56	\$1,923.74	\$1,998.67	\$2,074.53
	\$21.27	\$22.07	\$22.92	\$23.80	\$24.70	\$25.65	\$26.65	\$27.66
23	\$43,028.47	\$44,684.35	\$46,413.25	\$48,166.55	\$50,017.24	\$51,965.32	\$53,937.78	\$56,031.97
	\$1,654.94	\$1,718.63	\$1,785.13	\$1,852.56	\$1,923.74	\$1,998.67	\$2,074.53	\$2,155.08
	\$22.07	\$22.92	\$23.80	\$24.70	\$25.65	\$26.65	\$27.66	\$28.73

A schedule indicates 80 hour Employee rate

SCHEDULE D
EFFECTIVE 7/1/2010
FOR 15 - AFSCME 2733 - JUVENILE DETENTION - 75 HOUR EMPLOYEES
11, 12, 13, 14, 15, 19 - AFSCME 2733

STEPS GRADES	1	2	3	4	5	6	7	8
24	\$43,808.21	\$45,503.21	\$47,222.13	\$49,036.53	\$50,946.42	\$52,880.20	\$54,933.33	\$57,153.56
	\$1,701.70	\$1,767.54	\$1,834.31	\$1,904.79	\$1,978.97	\$2,054.09	\$2,133.84	\$2,220.09
	\$22.69	\$23.57	\$24.46	\$25.40	\$26.39	\$27.39	\$28.45	\$29.60
25	\$45,503.21	\$47,222.13	\$49,036.53	\$50,946.42	\$52,880.20	\$54,933.33	\$57,153.56	\$59,445.45
	\$1,767.54	\$1,834.31	\$1,904.79	\$1,978.97	\$2,054.09	\$2,133.84	\$2,220.09	\$2,309.11
	\$23.57	\$24.46	\$25.40	\$26.39	\$27.39	\$28.45	\$29.60	\$30.79
26	\$47,222.13	\$49,036.53	\$50,946.42	\$52,880.20	\$54,933.33	\$57,153.56	\$59,445.45	\$61,808.95
	\$1,834.31	\$1,904.79	\$1,978.97	\$2,054.09	\$2,133.84	\$2,220.09	\$2,309.11	\$2,400.92
	\$24.46	\$25.40	\$26.39	\$27.39	\$28.45	\$29.60	\$30.79	\$32.01
27	\$49,036.53	\$50,946.42	\$52,880.20	\$54,933.33	\$57,153.56	\$59,445.45	\$61,808.95	\$64,267.93
	\$1,904.79	\$1,978.97	\$2,054.09	\$2,133.84	\$2,220.09	\$2,309.11	\$2,400.92	\$2,496.44
	\$25.40	\$26.39	\$27.39	\$28.45	\$29.60	\$30.79	\$32.01	\$33.29
28	\$50,946.42	\$52,880.20	\$54,933.33	\$57,153.56	\$59,445.45	\$61,808.95	\$64,267.93	\$66,917.92
	\$1,978.97	\$2,054.09	\$2,133.84	\$2,220.09	\$2,309.11	\$2,400.92	\$2,496.44	\$2,599.38
	\$26.39	\$27.39	\$28.45	\$29.60	\$30.79	\$32.01	\$33.29	\$34.66
29	\$52,880.20	\$54,933.33	\$57,153.56	\$59,445.45	\$61,808.95	\$64,267.93	\$66,917.92	\$69,663.39
	\$2,054.09	\$2,133.84	\$2,220.09	\$2,309.11	\$2,400.92	\$2,496.44	\$2,599.38	\$2,706.02
	\$27.39	\$28.45	\$29.60	\$30.79	\$32.01	\$33.29	\$34.66	\$36.08
30	\$54,933.33	\$57,153.56	\$59,445.45	\$61,808.95	\$64,267.93	\$66,917.92	\$69,663.39	\$72,623.72
	\$2,133.84	\$2,220.09	\$2,309.11	\$2,400.92	\$2,496.44	\$2,599.38	\$2,706.02	\$2,821.01
	\$28.45	\$29.60	\$30.79	\$32.01	\$33.29	\$34.66	\$36.08	\$37.61
31	\$57,153.56	\$59,445.45	\$61,808.95	\$64,267.93	\$66,917.92	\$69,663.39	\$72,623.72	\$75,679.55
	\$2,220.09	\$2,309.11	\$2,400.92	\$2,496.44	\$2,599.38	\$2,706.02	\$2,821.01	\$2,939.71
	\$29.60	\$30.79	\$32.01	\$33.29	\$34.66	\$36.08	\$37.61	\$39.20
32	\$59,445.45	\$61,808.95	\$64,267.93	\$66,917.92	\$69,663.39	\$72,623.72	\$75,679.55	\$78,878.63
	\$2,309.11	\$2,400.92	\$2,496.44	\$2,599.38	\$2,706.02	\$2,821.01	\$2,939.71	\$3,063.98
	\$30.79	\$32.01	\$33.29	\$34.66	\$36.08	\$37.61	\$39.20	\$40.85
33	\$61,808.95	\$64,267.93	\$66,917.92	\$69,663.39	\$72,623.72	\$75,679.55	\$78,878.63	\$82,268.68
	\$2,400.92	\$2,496.44	\$2,599.38	\$2,706.02	\$2,821.01	\$2,939.71	\$3,063.98	\$3,195.66
	\$32.01	\$33.29	\$34.66	\$36.08	\$37.61	\$39.20	\$40.85	\$42.61
34	\$64,267.93	\$66,917.92	\$69,663.39	\$72,623.72	\$75,679.55	\$78,878.63	\$82,268.68	\$85,778.11
	\$2,496.44	\$2,599.38	\$2,706.02	\$2,821.01	\$2,939.71	\$3,063.98	\$3,195.66	\$3,331.99
	\$33.29	\$34.66	\$36.08	\$37.61	\$39.20	\$40.85	\$42.61	\$44.43
35	\$66,917.92	\$69,663.39	\$72,623.72	\$75,679.55	\$78,878.63	\$82,268.68	\$85,778.11	\$89,550.16
	\$2,599.38	\$2,706.02	\$2,821.01	\$2,939.71	\$3,063.98	\$3,195.66	\$3,331.99	\$3,478.51
	\$34.66	\$36.08	\$37.61	\$39.20	\$40.85	\$42.61	\$44.43	\$46.38
36	\$69,663.39	\$72,623.72	\$75,679.55	\$78,878.63	\$82,268.68	\$85,778.11	\$89,550.16	\$93,393.82
	\$2,706.02	\$2,821.01	\$2,939.71	\$3,063.98	\$3,195.66	\$3,331.99	\$3,478.51	\$3,627.81
	\$36.08	\$37.61	\$39.20	\$40.85	\$42.61	\$44.43	\$46.38	\$48.37
37	\$72,623.72	\$75,679.55	\$78,878.63	\$82,268.68	\$85,778.11	\$89,550.16	\$93,393.82	\$97,404.59
	\$2,821.01	\$2,939.71	\$3,063.98	\$3,195.66	\$3,331.99	\$3,478.51	\$3,627.81	\$3,783.61
	\$37.61	\$39.20	\$40.85	\$42.61	\$44.43	\$46.38	\$48.37	\$50.45
38	\$75,679.55	\$78,878.63	\$82,268.68	\$85,778.11	\$89,550.16	\$93,393.82	\$97,404.59	\$101,606.36
	\$2,939.71	\$3,063.98	\$3,195.66	\$3,331.99	\$3,478.51	\$3,627.81	\$3,783.61	\$3,946.82
	\$39.20	\$40.85	\$42.61	\$44.43	\$46.38	\$48.37	\$50.45	\$52.62

**APPENDIX D
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 at no cost to the employee. 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. Comprehensive Master Medical - \$250 annual deductible (CMM250).
 - C. **Blue Cross / Blue Shield Community Blue PPO1, PPO2, and PPO10.**
 - D. No medical insurance - available only if accompanied by specific documentation of coverage by spousal insurance plan.

- II. **Dental**
 - A. **\$750 annual maximum (current County Dental Plan) with 50% reimbursement on most procedures.**
 - B. \$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.

- 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.
 - D. 66% 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 Dental provider).
3. 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 allocated flexible benefits credits which can be "spent" on the benefits chosen. The credits are equal in value to the costs of the CORE Plan Benefits. Benefits credits will differ from employee to employee because the life insurance and long-term disability costs will vary according to employee age and salary amounts; credits are adjusted accordingly but will always be sufficient to obtain the CORE Plan Benefits. It should be noted that credits do not equal the actual dollar value of providing the current benefits. However, amounts under or over the "price" can be converted into dollars if there are any unexpended funds. Unexpended funds would result if an employee chose a medical plan other than the Blue Cross traditional plan or selected no coverage for that year (upon verification of spousal coverage). These additional credits could be used to buy higher level benefits in the other categories, can be put into one of the flexible spending accounts (HCRA or DCRA), or converted to cash.

Enrollment

All flexible benefits employees must re-enroll every year in the fall. At that time, they will be given a Flexible Benefits Manual which explains all of the details on the various benefit plans offered; an Enrollment Handbook, which summarizes the benefits and give step-by-step documentation for enrollment; an enrollment form listing the credits allocated to each employee and the cost of their benefit plan; and any other pertinent materials referring to the benefit options.

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

APPENDIX E

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

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 19, 2008

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

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

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

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

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

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

WHEREAS, the collective bargaining agreement with AFSCME Local 2733, expires December 31, 2007; and

WHEREAS, the Union has ratified an agreement.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the agreement with AFSCME Local 2733 and Washtenaw County for the period January 1, 2008 through December 31, 2010 as attached hereto and made a part hereof

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

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Bergman	X			Ouimet	X			Schwartz	X		
Grewal			X	Peterson	X			Sizemore	X		
Gunn	X			Ping	X			Smith	X		
Irwin	X			Lovejoy Roe	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 10 0 1

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 March 19th, 2008, 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 20th day of March, 2008.

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 08-0050

TENTATIVE AGREEMENT
Washtenaw County & AFSCME Local 2733

AGREEMENT

Three (3) year contract (2008 – 2010)

WAGES (effective the first day of the payperiod)

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

RECLASSIFICATIONS – Effective date of BOC authorization

As agreed to in the individual units

ACTIVE HEALTHCARE – Effective 1/1/09

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

First 3 years of employment	Community Blue PPO10
Years 4-7 of employment	Community Blue PPO2
Years 8+ of employment	Community Blue PPO1

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

Remove Delta Dental affiliation from collective bargaining agreement

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

RETIREE HEALTHCARE – for employees hired 1/1/09 and thereafter

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

PENSION

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

- FAC3
- 2.0 multiplier
- Vesting of 8 years

Upon movement to the defined benefit plan, all MPPP account balances shall be transferred to the WCERS system. As such, existing employees will transfer to WCERS with their current years of service for credit worked at Washtenaw County.

Effective 1/1/09, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 1/1/09, the employer shall contribute 7.5% to the

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

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

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

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

Increase WCERS death benefit to \$7,500.

Effective 7/1/08, modify the WCERS Board Structure as follows:

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

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

RETIREE HEALTHCARE CONTRIBUTIONS (VEBA) – effective 1/1/2010

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

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

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

LICENSES / CERTIFICATIONS

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

HOLIDAY – effective 4/1/08

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

TUITION REIMBURSEMENT

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

UNION PRESIDENT

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

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

2733 Me Too

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

In the event that another employee group within this employer receives a contractual net gain (wages/benefits), parity shall be provided to AFSCME Local 2733.

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

Article 12 Layoff and Insurance

In the event an employee of AFSCME Local 2733 is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

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

Non-Economic Matters

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

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

3. Visit the WCERS ordinance to ensure that the definition of "employer" includes the trial court

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

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

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

Juvenile Center contract:

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

All contracts:

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

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

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

(d)

6. In the event that a temporary employee is employed in a department, an employee, including a probationary employee unless he/she is terminated, who is to be removed from that department shall have the option of replacing the temporary employee, conditioned upon ability to perform the work available. An employee exercising this option shall become a temporary employee.

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

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

Separate into New Articles #

- (b) If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one year, transfers back to a position within the bargaining unit, he/she shall have his/her original seniority date minus the time

he/she was out of the unit. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

Article 18

TRANSFERS, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES

- (a) All vacancies and/or newly-created positions shall be posted by Human Resources within the Department and all County work locations for a period of seven (7) working days, setting forth the job title, rate of pay and description of duties to be performed. Copies of these postings will be forwarded to Union representatives or designated persons, and Chapter Chair of the Unit.
- (b) In determining the qualifications for filling positions, the Human Resources Director upon consultation with the Department Head may take into account such factors as experience, training and education as applied to the specific vacancy and review of past performance.
- (c) Employees who are interested in filling a vacancy shall apply for transfer or promotion within the seven (7) working days during which the position is posted. Application shall be filled from:
 - 1. Among the three (3) most senior qualified employees from within the Department and Unit having the vacancy. In case of equal qualification, seniority will prevail.
 - 2. In the event no one within the Department meets the minimum qualifications or applies, the position shall be awarded from the three (3) most senior employees within the bargaining unit who apply and meet the minimum qualifications. In case of equal qualifications, seniority will prevail. In the event no one within the bargaining unit applies or does not meet the minimum qualifications, the position may be awarded without regard to seniority or bargaining unit.
 - 3. If there are three (3) or more minimally qualified AFSCME applicants with Local 2733, one from this pool will be hired. If the vacant position is within Unit C or JC, then the local pool in this case shall be defined as those two units only.
 - 4. Washtenaw County shall give preference to interested qualified Local 2733 employees who apply for a new or vacant positions prior to considering all other applicants.
 - 5. If less than three (3) AFSCME Local 2733 applicants apply, interviews are opened to all other applicants.
- (d) Notification of application status for internal union candidates shall be forwarded to the Department Head, Chapter Chair and applicant.

JOB POSTING LOCATIONS

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

- (e) If the vacancy and/or newly-created position is filled from another bargaining unit represented by this Union, that employee shall suffer no loss of seniority with respect to the computation of benefits; but for the purpose of layoff shall be entered at the bottom of the seniority list.

- (f) The employee awarded the position shall be granted a trial period of three (3) months to determine:
1. His/her desire to remain on the job.
 2. His/her ability to perform the job.
- During the three (3) month trial period the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her Steward in writing immediately. In the event the employee disagrees, it shall be proper subject for the grievance procedure.
- (g) The job shall be awarded or denied within three (3) weeks after the posting period. In the event the senior applicant is denied the job, reason for denial shall be given in writing by the Hiring Manager to Human Resources and the Union Chapter Chair at the time the position is filled. If the Union and the employee disagree with the reason, it shall be subject to the grievance procedure. The grievance filing party shall be the unit where the vacant position belongs. As part of the grievance or hearing, all score sheets will be provided to the Union, including the interview process.
- ~~(h) 2733 members that receive a promotion into Local 3052, shall be given a three (3) month trial period to demonstrate his/her ability to perform the requirements of the position. During the trial period the employee shall be given all the necessary training, instruction and orientation for the position and shall be allowed to return to their former position upon request. In the event that the 2733 member is denied the 3052 position and the employee disagrees, it shall be subject to the proper grievance procedure. AFSCME 2733 will be responsible for filing of such grievance on behalf of its member – one grievance will be filed on behalf of the 2733 member.~~
- (i) The maximum number of unsuccessful trial periods allowed per employee shall be two (2) per twelve (12) month period.
- (j) During the trial period employees will receive the rate of the job they are performing.
- (k) Probationary employees shall not qualify for promotion or transfer unless all seniority employees have been considered first.
- (l) There will be no forced lateral transfers without discussion with the Union.

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

2(a)

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

position they vacated and his/her position no longer exists due to position elimination, the employee shall be placed in to another position for which they are qualified and they shall be red-circled if necessary. Illness leave shall be granted with out loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

3(a)

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

Article 19 (JC)

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

Section 1(b)

(3) Public Service Board, Agency, or Project

Section 2(c) Illness Leave

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

Section 3 Maternity Leave

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

work. An employee may elect to use accumulated sick leave before beginning a maternity leave of absence.

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

Section 4 Prolonged Illness in the Immediate Family

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

Section 7(d) Personal Leave

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

Section 8(f) General Policies

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

Section 8(i) General Policies

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

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

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

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

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

ALL DETENTION EMPLOYEES

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

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

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

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

interrupt continuous service. All absences without leave in excess of two (2) working days shall be deducted from continuity of service for the purpose of this Section.

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

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

Late Reporting. Employees who, for whatever reason, are going to be late beyond 15 minutes, are expected to inform their supervisor at the earliest possible time, normally not later than one-half ($\frac{1}{2}$) hour AFTER the regular reporting time.

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

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

YOUTH COUNSELORS, YOUTH ATTENDANTS, COOK/JANITORS

Work Week. It is agreed that the normal work week for detention employees shall be eight (8) hours per day, 40 hours per week. All hours worked in excess of 40 hours per week shall be compensated at the rate of time and one half ($1 \frac{1}{2}$) in cash or compensatory time for FLSA exempt classifications at the discretion of the Employer. From time to time work in excess of the normal work week shall be required. Detention employees covered by this agreement shall assist the department as required as a normal part of their work responsibility.

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

CLERICAL EMPLOYEES

Work Week. It is agreed that the normal work week for Juvenile Detention clerical employees shall be seven and one-half ($7 \frac{1}{2}$) hours per day, thirty-seven and one-half ($37 \frac{1}{2}$) hours per week.

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

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

Article 41 (JC/JD)

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

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

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

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

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

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

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

- b. Should Management find it necessary in the course of business to institute a reorganization they shall contact the Bargaining Unit not less than 30 business days in advance, with earlier notification if possible, and negotiate the same.

- b. In the event of reorganization, the parties' intent is to allow affected employees within the department opportunities to maintain a position as a result of the reorganization. Therefore, this article supersedes the provisions of the "Transfers, Promotions, Job Postings and Bidding Procedures" article of the collective bargaining agreements. The parties have agreed to the following language respective to positions posted as a result of reorganization. Applicants who currently meet the minimum qualifications shall be hired and placed in the new positions. Applicants not currently meeting the new educational, certification, or licensing requirements for the newly created position shall be considered for hire and given a negotiated reasonable timeline, by way of letter of understanding, to achieve the new requirements prior to filling positions from other bargaining units candidates, so long as doing so does not negatively impact program outcomes. The following preference shall apply:
 - i. Qualified Unit members within the department, in case of equal qualifications, seniority shall prevail
 - ii. Qualified County Local 2733 members within the department, in case of equal qualifications, seniority shall prevail
 - iii. Not qualified Unit members within the department, by way of letter of understanding
 - iv. Not qualified County Local 2733 members within the department, by way of letter of understanding
 - v. Qualified within Unit, in case of equal qualifications, seniority shall prevail
 - vi. Qualified County employees within the Local 2733

- c. The employment interview shall be used in a fair and equitable manner. Both parties agree the employment interview will not be used as the sole reason to disqualify a senior member from receiving the job and a trial period according to the collective bargaining agreement.

- d. Skill-based testing shall be used to help identify areas of additional training. (This should be identified in work plans for improvement.)

- e. Provide to the Union the applications and results of interview and skill-based testing for bargaining unit members.

- f. Work traditionally bargaining unit work shall remain within the unit.

- g. When implementing a reduction in union staff, all temporary workers, contractors, and consultants shall be released before any regular county employees in the department unit doing similar work.

- h. All newly created positions will be negotiated with the appropriate bargaining units, including wages.

- i. The County/Court shall negotiate with Local 2733 for any employee that is impacted by position elimination during the reorganization for benefits, displacement of employees, and wage changes, to include discussing the possibility of red circling.

- j. Any employee who is no longer employed with the County/Court as a result of reorganization shall be considered in layoff status and receive all benefits afforded them under the collective bargaining agreement.

- k. The employer will practice full disclosure as it relates to the reorganization and specifically the employment interview when used, i.e., interview forms, examples of questions to be used, specific outcome of interviews, including summary sheets. In addition the employer will provide behavior-based interview training for the applicants prior to the interview.
- l. When mutually agreed upon by HR and the Local Union President, Local 2733 will sit in on interviews for Union positions. (For the two court contracts, "HR" would be replaced by "Trial Court Administrator.")

Article 51, Lunchroom Facilities and Union Office Space- (T/A'd 10/25/07)

In Trial Court contracts:

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

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

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

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

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

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

All employees should dress professionally and appropriately for their jobs and work environment. The Union shall be allowed to participate in the creation of dress code work rules consistent with the work rules provision of this agreement. The Employer will

provide any required clothing/apparel and equipment deemed necessary for any safety reason.

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

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

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

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

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

Changes to Article 15: Seniority of Officers and Stewards

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

All other provisions of the collective bargaining agreement apply.

APPENDIX F

Washtenaw County Departments and Courts

1. 14A District Court
2. Board of Commissioners
3. Children's Services
4. Clerk/Register of Deeds
5. Community Development
6. CSTS
7. Corp Counsel
8. County Administrator
9. County Extension
10. Drain Commissioner
11. Emergency Management
12. ETCS
13. Equalization
14. Finance
15. Head Start
16. Human Resources
17. Parks and Rec.
18. Planning and Environment
19. Planning and Infrastructure
20. Prosecuting Attorney
21. Public Defender
22. Public Health
23. Sheriff
24. Treasurer
25. Trail Court
26. Veterans' Services
27. WCHO