

County of Washtenaw

and

**AFSCME Local 3052
Supervisors**



2008 – 2010

TABLE OF CONTENTS

ARTICLE	61	ACT OF GOD.....	44
		AGREEMENT	4
ARTICLE	2	AID TO OTHER UNIONS.....	5
		APPENDIX A – Salary Tables	49
		APPENDIX B – Classifications.....	57
		APPENDIX C – Letters of Understanding	59
		APPENDIX D – BOC Resolution & Tentative Agreement.....	60
		APPENDIX E – Washtenaw County Flexible Benefits Program.....	73
ARTICLE	25	BEREAVEMENT LEAVE	26
ARTICLE	41	CAR OR MILEAGE ALLOWANCE	35
ARTICLE	32	COMPUTATION OF BENEFITS	32
ARTICLE	51	CONFERENCES, WORKSHOPS AND SEMINARS.....	41
ARTICLE	33	CONTINUING BENEFITS OR DEDUCTIONS	32
ARTICLE	35	CONTRACTING AND SUBCONTRACTING OF WORK.....	33
ARTICLE	9	DISCIPLINARY ACTION	11
ARTICLE	44	DISCRIMINATION	36
ARTICLE	52	DISTRIBUTION OF AGREEMENT.....	41
ARTICLE	67	EDUCATIONAL EQUIVALENCY	45
ARTICLE	14	EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.....	18
ARTICLE	63	EMPLOYEE PERFORMANCE EVALUATIONS	44
ARTICLE	21	EQUALIZATION OF OVERTIME HOURS	23
ARTICLE	58	EXCLUDED EMPLOYEES	43
ARTICLE	68	FLEXIBLE SCHEDULES.....	45
ARTICLE	8	GRIEVANCE PROCEDURE.....	9
ARTICLE	59	HEALTH AND SAFETY	43
ARTICLE	27	HOLIDAY PROVISIONS.....	27
ARTICLE	30	HOSPITALIZATION-MEDICAL-DENTAL COVERAGE	29
ARTICLE	62	INDEMNIFICATION.....	44
ARTICLE	19	JURY DUTY	23
ARTICLE	12	LAYOFFS.....	16
ARTICLE	15	LEAVES OF ABSENCE WITHOUT PAY.....	19
ARTICLE	31	LIFE INSURANCE.....	32
ARTICLE	49	LONG TERM DISABILITY (SICK AND ACCIDENT INSURANCE).....	39
ARTICLE	54	LONGEVITY.....	42
ARTICLE	43	LUNCHROOM OR LUNCHROOM FACILITIES	36
ARTICLE	56	MANAGEMENT RIGHTS AND RESPONSIBILITIES	42
ARTICLE	57	NO STRIKE CLAUSE.....	43
ARTICLE	42	ON-CALL.....	35
ARTICLE	26	OVERTIME WORK	26
ARTICLE	40	PARKING FACILITES.....	34
ARTICLE	46	PAY PERIODS.....	39
ARTICLE	4	PAYMENT OF UNION DUES, INITIAION FEES, SERVICE CHARGE &.....	6
		P.E.O.P.L.E CHECK-OFF	
		PURPOSE AND INTENT.....	4

ARTICLE	39	PERSONAL BUSINESS	34
ARTICLE	66	PERSONNEL POLICIES AND PROCEDURES	45
ARTICLE	47	PERSONAL TELEPHONE CALLS	39
ARTICLE	64	PUBLIC / COMMUNITY SERVICE	44
ARTICLE	17	RATES FOR NEW JOBS	22
ARTICLE	13	RECALL PROCEDURE	18
ARTICLE	70	RECLASSIFICATION COMMITTEE	46
ARTICLE	1	RECOGNITION – EMPLOYEES COVERED	4
ARTICLE	5	REMITTANCE OF DUES AND FEES	7
ARTICLE	37	REORGANIZATION, CONSOLIDATION OR CHANGE OF JOB CONTENT	34
ARTICLE	45	RETIREMENT OR PENSION PLAN	36
ARTICLE	20	SAFETY COMMITTEE	23
ARTICLE	10	SENIORITY	13
ARTICLE	24	SICK LEAVE	25
ARTICLE	55	SOCIAL SECURITY	42
ARTICLE	7	SPECIAL CONFERENCES	9
ARTICLE	38	SUCCESSOR CLAUSE	34
ARTICLE	18	TEMPORARY ASSIGNMENT	23
ARTICLE	36	TEMPORARY OR SEASONAL EMPLOYMENT STATUS	33
ARTICLE	60	TERMINATION AND MODIFICATION	43
ARTICLE	50	TUITION REIMBURSEMENT	39
ARTICLE	34	UNEMPLOYMENT COMPENSATION	33
ARTICLE	48	UNIFORMS OR UNIFORM ALLOWANCE	39
ARTICLE	16	UNION BULLETIN BOARDS	22
ARTICLE	6	UNION REPRESENTATION	8
ARTICLE	3	UNION SECURITY	5
ARTICLE	11	VACANCIES, JOB POSTINGS, BIDDING PROCEDURE	15
ARTICLE	28	VACATION ELIGIBILITY	27
ARTICLE	29	VACATION PAY ADVANCE	29
ARTICLE	53	WAIVER CLAUSE	42
ARTICLE	65	WELLNESS ACTIVITIES	44
ARTICLE	69	WORK PLANS	46
ARTICLE	22	WORKER'S COMPENSATION – ON-THE-JOB INJURY	24
ARTICLE	23	WORKING HOURS, SHIFT PREMIUM AND HOURS	24

AGREEMENT

This Agreement entered into this ____ day of _____, 2009, between the County of Washtenaw (hereinafter referred to as the "EMPLOYER") and the Washtenaw County Supervisory Employees Local #3052, affiliated with Council #25, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community and the Union's success in rendering proper service to the public.

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

ARTICLE 1

RECOGNITION-EMPLOYEES COVERED

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

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

Certification of Representative

Michigan Council 25, AFSCME, AFL-CIO, has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT: "All Washtenaw County Supervisory Employees, excluding Department Heads, Assistant Department Heads, Associate Department Heads, Chief Deputies, Deputy Department Heads, Employees of the Circuit Court, Juvenile Court, District Court, Corporation Counsel, Labor Relations, Human Resources Department and Administrators Office, all managerial employees currently graded county Grade 26 and above (future job creations and upgradings will be the subject of negotiations as to inclusion within the

unit), Nursing Supervisors, all employees presently represented in other collective bargaining units and confidential employees."

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

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 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 and to the County's Human Resources 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 the employee is delinquent in not tendering either periodic or 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 the employee that unless such dues or service charge is tendered within thirty (30) calendar days, the employee will be reported to the County for termination as provided in this Article, and
 - (2) The Union has furnished the County with written proof that the procedure of Section (c) (1) of this Article has been followed or has supplied the County with a copy of the letter sent to the employee and notice that he has not complied with the request. The Union must specify further, when requesting the County to terminate the employee, the following by written notice: "The Union certifies that (name) has failed to tender either 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 County shall terminate the employee."
- (d) The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Article 5.

ARTICLE 4

PAYMENT OF UNION DUES, INITIATION FEES, SERVICE CHARGE & 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 or 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.

AUTHORIZATION FORM

TO: _____

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, or
- () An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid by Michigan Council 25, AFSCME, AFL-CIO in behalf of Local 3052

By: _____

Print Last Name

First Name

Address

Zip

Telephone

Department

Classification

Signature

Date

- (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 #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made not 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 Local President.

- (a) The employees covered by this Agreement will be represented by five (5) Stewards. The Union shall have the exclusive right to assign said Stewards and their locations to investigate.
- (b) The Personnel Director will be notified of the names of the Stewards and Alternate Stewards who will serve only in the absence of a regular Steward.
- (c) The President of the Local shall be designated as Chief Steward of the Local.
- (d) The Stewards (or Alternate Stewards), Local President and other Chapter officers, during their working hours, without loss of time or pay, shall be allowed reasonable time to investigate, process and present grievances to the Employer. Stewards shall check out with their immediate supervisor before leaving the work area and report back to their supervisor when returning from investigating a grievance. 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 or Local President or other Chapter officers time off the job to investigate a grievance. If replacing the Steward will impair the function of the department, a supervisor may deny the Steward permission to leave the work area, but in no case shall an employee's right to their Steward's representation be denied for a period of greater than twenty-four (24) hours from the time the request was made by the Steward.
- (e) The Local President shall be permitted adequate time to investigate matters affecting the Chapter as a whole for special conferences.
- (f) Local Union Officers, Stewards, and Trustees shall be allowed release time to attend trustee audits two times each year and one emergency e-board meeting per calendar year that lasts no more than two hours with no loss of pay.

2. Union Bargaining Committee

- (a) Employees covered by this Agreement will be represented by three (3) members which constitutes the bargaining committee for the Union. In addition, representatives of Council #25 or of the International Union, or both, may participate in the negotiations.
 - (b) There may be designated one-half day bargaining days. Any one-half day or part of one-half day mutually agreed on for collective bargaining will be considered a designated one-half bargaining day. The Union Bargaining Committee will be entitled to a full one-half day of pay per person even if the designated one-half bargaining day was not used in its entirety. Members of the Union Bargaining Committee who are employees of the County shall suffer no loss of time nor pay for time spent in negotiations.
3. **Local President Representation.** The Local Union President will be allowed time off from job without loss of time or pay, to investigate grievances at any level of the grievance procedure, attend Board of Commissioner committee meetings, attend special conferences and to prepare for arbitration. The privilege of the Local President leaving 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 work to handle matters as provided herein. Any alleged abuse will be a proper subject for a special conference.

ARTICLE 7 SPECIAL CONFERENCES

Special Conferences will be arranged between the Local President and Vice-President when so designated, and the Employer upon the request of either party. Such meetings shall be between representatives of the Employer and three representatives of the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance, and the conference shall be held within ten (10) working days after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Such conferences shall, to the extent possible, be held during regular work hours. Members of the Union shall not lose time or pay for the time spent in such Special Conferences, and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours.

Representatives of Council 25 or representatives of the International Union may attend the Special Conferences. Matters of a grievable nature if not resolved in conference shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the conferees. These Conferences may be held to clarify items in the Collective Bargaining Agreement, but not to continue negotiations or modify the Collective Bargaining Agreement unless by mutual consent. Any written agreement(s) made during the special conference shall be binding upon the parties to the agreement(s).

ARTICLE 8 GRIEVANCE PROCEDURE

1. **Intent.** It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees

and the Employer as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. 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 the grievance. Both parties shall make an earnest effort to settle such differences, following all the steps of the grievance procedure.

2. **Default Settlement of Grievance.** Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer. 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.
3. **Withdrawal of Grievance.** Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
4. **Extension of Time Periods.** The parties may extend the time periods within the grievance procedure by mutual written agreement.
5. **Working Day Definition.** Working days pertaining to the grievance procedure shall be defined as Monday through Friday excluding Holidays.
6. **Retroactive Payment of Wages.** Any grievance relating to payment of wages shall go back to the pay period preceding the filing of the grievance.
7. **Meetings Concerning Grievances.** Meetings concerning grievances shall begin between the hours of 7:30 a.m. and 6:00 p.m. unless otherwise agreed between the parties. Union members and representatives shall not suffer loss of pay or benefits during the attendance at such meetings.
8. **Attendance by Grievant(s) at Grievance Meeting.** The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.
9. **Grievance Procedure.**
 - Step 1.** Matters of a grievable nature shall be handled in the following manner:
 - (a) If an employee feels he or she has a grievance, the employee may discuss the grievance with the Steward.
 - (b) The Steward or the Steward and the employee 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 to the immediate supervisor with a copy to the Personnel Director. Upon receipt of the grievance the supervisor shall sign and date the Steward's copy of the grievance.
 - (d) The immediate supervisor shall give an answer to the Steward 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 to the Department Head within five (5) working days after receipt of the immediate supervisor's response. The Department Head shall sign and date the Steward's copy. The Department Head shall schedule a meeting with Representatives of the Union and the grievant within five (5) working days of the receipt by the Department Head of such written appeal. The Department Head shall then respond within five (5) working days of the meeting.
 - Step 3.**
 - (a) **Written Presentation of Grievance to Labor Relations.** If the grievance is not settled at Step 2, and the Local President or employee wishes to proceed

further with the grievance, the Local President may submit a signed written appeal to the Labor Relations within ten (10) working days from the date of receipt of the Department Head's written response.

- (b) **Meeting to Discuss Pending Grievance.** Representatives of the Union and the grievant shall meet with Labor Relations within ten (10) working days of the date of receipt by the Labor Relations of the County of the written appeal.
- (c) **Labor Relations Decision.** The Labor Relations of the County shall respond in writing to the Local President and grievant within ten (10) working days of the meeting.

Step 4.

- (a) **Submission to Arbitration.** If the grievance is not settled by Step 3, the matter may be carried to arbitration and may be referred to the Permanent Panel of Arbitrators.
- (b) **Settlement of Matter Submitted to Arbitration.** The Union and Employer shall have full authority to settle any matter subject to arbitration before, during, or after the matter has been submitted, and the employee will be bound thereby, provided that the Union has fulfilled its duty of fair representation.
- (c) **Notice of Intent.** Notice of Intent to submit to arbitration shall be given within fifteen (15) working days of the receipt by the Local President of the written response of Step 3.
- (d) **Selection of Arbitrator.** If the parties cannot agree within seven (7) calendar days, the arbitrator shall be selected as provided by the Letter of Understanding regarding the Permanent Panel of Arbitrators.
- (e) **Decision of Arbitrator.** The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer, and the Union.
- (f) **Arbitrator's Fees and Expenses.** The fees and expenses of the arbitrator shall be paid equally by the Union and the Employer.

ARTICLE 9

DISCIPLINARY ACTION

1. **Purpose of Discipline.** The purpose of disciplinary action is to impress on each employee the seriousness of his/her actions and to correct the employee's behavior. Disciplinary action may be imposed upon an employee only for just cause.
2. **Counseling.** Counseling is not a disciplinary action, but rather is a means by which supervisors direct and communicate with employees concerning job performance and behavior.
3. **Disciplinary Hearings.**
 - (a) **Employee Entitled to Hearing.** The Steward or another representative of the Union shall be present at the time the disciplinary action is imposed in other than oral reprimands or in other cases where immediate action is necessary, and shall represent the employee at all levels of the disciplinary proceedings. In all cases where disciplinary action is taken, except oral reprimands, the employee affected shall have an opportunity to participate in a disciplinary hearing within three working days of the request for a hearing by the employee or his/her representative with the approval of the employee.

- (b) **Notice of Hearing.** If the employee or his/her representative, with the approval of the employee, requests a disciplinary hearing within three (3) days of the action, the Department Head or his/her representative shall notify the employee and the Steward of the time and place of the disciplinary hearing.
 - (c) **Steward Present at Hearing.** The respective Union Steward shall attend the disciplinary hearing.
 - (d) **Conduct of Hearing.**
 - 1. Disciplinary hearing shall be conducted in private and in a manner that will not embarrass the employee.
 - 2. The employee must receive an explanation of the charges against him/her, as well as the known fact surrounding the incident.
 - 3. The employee may give arguments or explanations concerning the charges made if he/she so desires.
 - (e) **Notice of Disciplinary Action.** As soon as possible after the hearing, the employee and the Local President shall be notified of the final determination in writing.
4. **Factors To Be Considered When Determining Disciplinary Action.**
- (a) **Generally.** There are some work rule violations which are so serious that they warrant the immediate discharge of an employee. Most offenses, however, do not require immediate discharge. While there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted, the following factors among others may be considered:
 - 1. The seriousness of the offense;
 - 2. The employee's disciplinary and work records (the Employer shall not take into account any work rule violations incurred more than two (2) years previously);
 - 3. The employee's length of service;
 - 4. The County's past practice in similar or identical cases;
 - 5. Circumstances surrounding the incident that are either mitigating or aggravating.
5. **Types of Disciplinary Action.**
- (a) **Generally.** Disciplinary actions fall into the several categories following. The sequence of disciplinary actions listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.
 - (b) **Oral Reprimand.** An informal means by which a Department Head or representative calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. Job guidance of the employee is an important adjunct to an oral reprimand. A record of an oral reprimand may be made by the Department Head or representative and included in the employee's personnel file. If such a copy is made, a copy shall be provided to the employee and the Local President.
 - (c) **Written Reprimand.** A formal means by which a Department Head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written reprimand shall warn the employee that his/her performance or behavior must be corrected if additional or more severe penalties are to be avoided, and shall give instructions for improvement in the future. A copy of the written reprimand shall be presented to the employee, another

copy included in the employee's personnel file, and another copy shall be provided to the Local President.

- (d) **Suspension Pending Investigation.** The Employer at its discretion may suspend an employee for the purpose of investigating charges against an employee. This suspension shall be with or without pay and shall not exceed five (5) working days.
- (e) **Suspension.** The action temporarily suspends an employee from employment with the County and from being paid by the County for a definite period of time. Suspensions carry with them the following:
 - 1. Loss of pay for the time period specified;
 - 2. Employee may not utilize leave of any kind while suspended.The employee shall be given a written memorandum or letter specifying the reason for the suspension and the exact day and time the employee is to report back to work. A copy of this writing shall be placed in the employee's personnel file, and another copy shall be provided to the Local President.
- (f) **Discharge.** This action permanently removes the employee from employment with the County. The employee shall be given a written memorandum or letter specifying the reasons for discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Local President.
- (g) **Grievance Concerning Discipline.** Any grievance concerning disciplinary action, except written and oral reprimands, shall be subject to step 3 of the grievance procedure outlined in Article 8.
- (h) **Notification.** Notification under this article shall be hand delivered, if possible, or by the sending of certified restricted delivery mail to the employee's last address in Personnel.
- (i) At any time during the disciplinary process the employee may request his or her Weingarten rights which requires that a union representative be present.

ARTICLE 10 SENIORITY

- 1. **Probationary Period.** Employees with no seniority with the County shall have a probationary period of six (6) months. Employees with seniority with the County, moving into the bargaining unit, shall have a probationary period of sixty (60) calendar days.
- 2. **Extension of Probationary Period.** The probationary period may be extended once for not more than thirty (30) calendar days upon the mutual written agreement of the Employer and the employee affected. The Union shall be provided a copy of each such agreement by the Employer.
- 3. **Union Representation During Probationary Period.** The Union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid-off during the probationary period shall not have recourse to the terms of this Agreement, except with respect to health and safety measures.
- 4. **Seniority Status.** Upon successful completion of the probationary period, the employee shall have seniority status.
- 5. **Seniority Date.** Upon successful completion of the probationary period, each employee's seniority shall be from the date of hire in a classification that is represented by the bargaining

unit. The time of seniority shall accrue uninterrupted as long as the employee is continuously employed in a classification represented by the bargaining unit. An employee may lose seniority as outlined under item 9 of this article.

6. **Seniority List.** The Employer shall prepare and maintain a seniority list which shall list the name, classification, and anniversary date of each employee with seniority status. The Employer shall submit the seniority list to the Union within thirty (30) days of the signing of this Agreement and monthly thereafter. Notwithstanding Article 8, grievances concerning information contained on this list must be filed within ten (10) days of the receipt of said list.
7. **Application Of Seniority.** The Employer agrees to recognize and apply the principle of seniority as follows:
 - (a) In the event of promotions, shift preferences, overtime, vacation days, personal leave, transfer to a temporary vacant position, regular days off, layoff, recall, work assignments, and filling vacant positions, bargaining unit seniority shall apply.
 - (b) For the computation of all other benefits, seniority is hereby defined as continuous employment from the last date of hire, with any of the Employers party to this Agreement.
8. **Superseniority Of Union Representatives.** The Local President and Stewards of the Chapter, in that order, shall be entitled, in the event of layoff, notwithstanding their position on the seniority list, to be continued at their work as long as there is a job in their department or in other departments which they are qualified and able to perform. Similarly, Union representatives in the event they are laid off, shall be recalled to work on the first open job in the department which they are qualified and able to perform within their established classification or a comparable position in another classification.
9. **Loss of Seniority.** An employee shall lose his/her seniority rights for the following reasons (all time periods set forth in subparagraphs (b), (c), and (d) shall be waived in proper cases) which shall be subject to grievance procedure:
 - (a) The employee quits or is discharged for cause.
 - (b) The employee is absent for five (5) consecutive working days without good cause and without notifying the Employer and obtaining a leave of absence. The Employer will issue to the employee and Union a written termination notice in such case by certified mail to his/her last known address in Personnel.
 - (c) An employee is notified by personal communication to report for work and fails to report for five (5) working days after he/she was notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the employee's last known address on record with the Employer, and the employee fails to report for work for five (5) working days following the time he/she was supposed to report for work, based on the postmark of his/her notice, then in such event he/she shall be considered to have quit. Notice will be given in writing to the Union in the event of the employee's failure to report within the required time.
 - (d) The employee fails to report back within five (5) working days following the expiration of leave of absence, vacation or holiday.
 - (e) Falsification of reasons for a leave of absence or statements on the employee's application. This shall not apply to false statements made over two (2) years ago.
 - (f) A break in continuous employment because of a transfer or promotion to a classification not represented by the bargaining unit.
 - (g) Retirement.

10. **Military Leave.** The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions on the law granting such rights.

ARTICLE 11

VACANCIES, JOB POSTINGS, BIDDING PROCEDURE

- Section 1. All vacancies and/or newly created positions shall be posted by the Personnel Department within the Department and in the Personnel Department and on all union bulletin boards for a period of five (5) full working days, setting forth the job title, pay, and qualifications. Copies of these postings will be forwarded to the Union Stewards. The Union shall be consulted with regard to establishment of qualifications and eligibility factors to be used in the filling of vacancies.
- Section 2.
- A. Employees in the bargaining unit who are interested in filling a vacancy shall apply for a transfer, promotion or demotion within five (5) working days of the posting. If qualified employees from the department apply, the position shall be filled from among the most senior qualified employees.
 - B. If the vacancy is not filled as provided for in Section 2.A., it shall be opened to members of the bargaining unit. If qualified employees from the bargaining unit apply, the position shall be filled from among the most senior qualified employee(s).
 - C. If the vacancy is not filled as provided for in Section 2B., it shall be opened up to members of the Juvenile Court Supervisors Unit, and then opened up to all County regular/permanent employees. If qualified employees from the County apply, the position shall be filled from among the most qualified employees who 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.
 - D. If the bargaining unit applicants do not receive the position, the reason for the denial shall be given to the employee in writing if the employee so requests.
- Section 3. An employee receiving a promotion or transfer within the bargaining unit shall serve a three (3) month trial period. In the event that-at the conclusion of that trial period the employee is found not qualified for the position or does not desire to continue in his/her new position, that employee shall revert back to the previous classification held without loss of seniority.
- Section 4. Upon receipt of a promotion within the bargaining unit, the employee will receive at least a nine (9) percent raise by placement in the appropriate step of the new position, as long as the nine (9) percent does not exceed the top step of the new pay grade.
- Section 5. A transfer occurs when an employee moves from one department to another in the same classification or a different classification of the same pay grade.

- Section 6. A demotion occurs when an employee moves from one classification to a lower job classification.
- Section 7. The determination of whether someone is qualified is to be made by the Department Head taking into account the following factors:
- A. Experience, training and education as applied to the specific set of tasks for the particular job.
 - B. Examination relevant to the particular position.
 - C. Review of past performance.
- Section 8. ***Job Postings***
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.
- Section 9. The job posting and job description educational and experience requirements shall be identical.

**ARTICLE 12
LAYOFFS**

- (a) The word, "layoff" means a reduction in the work force due to reasons of lack of work, lack of funds or 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 President will receive notice at the same time the employee receives notice. At the time a layoff occurs, the employees shall be informed of the position, if any, to which they may bump. The employees shall respond in writing within three (3) working days to the Employer their decision to bump or accept layoff. A lack of notification within three (3) 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 as enumerated in Article 10 of this Contract. All temporary and seasonal employees performing similar or like bargaining unit work within the department shall be eliminated prior to the order of layoff being invoked.
 - 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 the same job title in another department;

- b. To a vacancy, if any, in another job title in same pay grade within the department;
 - c. To a vacancy, if any, in another job title in the same pay grade in another department;
 - d. To replace the least senior employee with less seniority, if any, in another job title in the same pay grade within the department;
 - e. To replace the least senior employee with less seniority, if any, in the same job title in another department;
 - f. To replace the least senior employee with less seniority, if any, in another job title in the same pay grade in another department.
 - g. To a vacancy, if any, in a job title assigned to the next lower pay grade within the department;
 - h. To a vacancy, if any, in a job title assigned to the next lower pay grade in another department;
 - i. 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;
 - j. To replace the least senior employee with less seniority, if any, in a job title assigned to the next lower pay grade in another department.
3. A laid-off employee not transferred as provided in (d) 2 above shall have the procedure set forth in (d) 2 9, h, i, j 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. Nothing shall prohibit any employee to elect to be laid off by choice.
 7. A layoff shall not result in a transfer to a higher paying job.
 8. It is understood that certain positions within this bargaining unit are funded by state and/or federal grants. For those positions filled by new County hires or voluntary promotion, transfer or demotion after the effective date of this contract, an employee will be notified in writing prior to employment that when the grant ends, his/her position will be eliminated and the employee will not have bumping rights. If the federal and/or state grant funding for any of those positions is discontinued, the person filling the position shall be laid off without recourse to any bumping. However, any employee who is involuntarily placed into such a grant position shall retain their full seniority rights for purposes of layoff.
- (e) Time Limit. Employees shall remain on layoff status for a period of time equal to the time they have had seniority with the County or for a minimum period of one (1) year. After that time his/her name will be removed from any recall list.
 - (f) Temporary Layoffs. For financial reasons, a department head with the approval of the Personnel Director and County Controller/Administrator may temporarily lay off employees within the department for up to four (4) days in a calendar year. These temporary layoffs shall not exceed two days in any one pay period unless a whole division or department is temporarily laid off.

Any of these limitations may be waived by mutual agreement between the Union and the Employer. These temporary layoffs shall not be subject to the usual seniority and bumping set forth in paragraph (d), Order of Layoff, but notice of said layoff along with the reason for the layoff shall be given three weeks in advance to the Union and two weeks in advance to the employees involved. Such layoffs shall not be arbitrary or capricious, nor shall they be for disciplinary reasons.

- (g) For the duration of this contract, in the event an employee of AFSCME Local 3052 is laid-off, the employee shall be provided with health care benefits in accordance with the following schedule:

<u>Years of Service</u>	<u># of Months of Insurance Provided</u>
6 – 10 Years	3 months
11+ years	9 months

**ARTICLE 13
RECALL PROCEDURE**

Recall shall be defined as the process by which an employee who has been laid off or displaced as a result of lack of work, lack of funds or the elimination of a position, is returned to employment, his/her former classification or a like or associated classification, department work location, and pay grade so as to cause the employee the least amount of injury.

The names of employees laid off or displaced shall be placed on a recall list, in order of their seniority, for classes from which the employees were laid off or displaced and for like or associated classes for which the employees are qualified.

Employees shall be recalled in order of their seniority, the most senior to be recalled first.

A list of all vacancies will be provided to laid-off employees during the first six (6) months of layoff by US Mail. Thereafter, the laid off employee will be responsible for seeking vacancy information for as long as they remain eligible for recall. The employer shall contact the employee in the event of a recall. Notice of recall shall be sent to the employee at their last known address by certified mail, signed by the employee.

The employer, before filling any other positions in the bargaining unit at the same or lesser grade of those that are on layoff, shall give preference to employees who are currently on layoff status and are capable of performing the job duties of the vacancy. When the working force is increased after a layoff, the last employee laid off within a classification shall be the first employee recalled.

**ARTICLE 14
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 15
LEAVES OF ABSENCE WITHOUT PAY

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

1. (a) Leaves of absence shall be granted for the following reasons provided the eligibility requirements are met:
 1. Illness Leave (Physical or mental)
 2. Maternity Leave
 3. Prolonged Illness in the Immediate Family
 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
 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 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. 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. After the end of the one-year period, or an approved extension, loss of seniority shall occur and the employee will be terminated. If the Employer has questions concerning the determination by the employee's doctor, the Employer shall have at its discretion and expense the right to send the employee to a doctor of its choosing. If the opinions of the two doctors differ, the employee shall submit to examination by a mutually agreeable doctor and the decision of that doctor shall be binding.
 - (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 six (6) months while she is on maternity 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 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. After the end of the one-year period, or an approved extension, loss of seniority shall occur and the employee will be terminated.

- (d) An employee may elect to use accumulated sick leave before beginning a maternity leave of absence.
- (e) Life insurance, hospitalization and dental coverages shall be continued with the Employer paying the full cost of such life insurance, hospitalization and dental coverages (up to (6) months) as are in effect for the benefit of the employees for the above mentioned leaves of absence.

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 up to six (6) months while he/she is on illness leave in the immediate family. After such six (6) month period, the Employer shall attempt to place the employee within County employment. 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. After the end of the one-year period, or an approved extension, loss of seniority shall occur and the employee will be terminated.
- (b) 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. Educational 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 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 County 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 full time status at the end of the leave period.

5. Public or Union Service 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 an employee submit a written request three (3) days in advance.
- (c) Two (2) 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 two (2) 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 member 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 County 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 County 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, shall be granted by the Employer a leave of absence of up to six (6) months from the date of birth or adoption. An employee's position shall be held open for six (6) months for him/her while he/she is on child care leave. Life insurance, hospitalization and dental coverage shall be continued with the Employer continuing to pay the full cost of such life insurance, hospitalization and dental coverage (up to six (6) months) as are in effect for the benefit of the employee while on child care leave.
- (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 in 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 County's (if any) and the employee's contribution to the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
- (f) Employees whose insurance, hospitalization and dental coverages 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 Life Insurance carrier.
- (g) Return from leave. Employees must return from leave on the specified date on the "Personnel Action Request" form. Failure to confirm the intention to return, or notify the County 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 the expiration of the leave will be permitted in the event the employee provides the County 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 16

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.

ARTICLE 17

RATES FOR NEW JOBS

When a new job, change in job or change in job title is being considered, the 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 18
TEMPORARY ASSIGNMENT**

Temporary assignments for the purpose of filling vacancies of employees who are on annual leaves (vacation), sick leaves, or any leaves of absence, shall be granted by the Department Head to the senior employee who meets the minimum requirements for such job and causes the least amount of department disruption.

- (a) No temporary assignment or temporary position will exceed six (6) months unless an extension is agreed upon by the Union, except when employees are on leave under Article 15, section 5.
- (b) A PAR will be immediately processed indicating the change in pay and work responsibility and placed in the employee's personnel file and a copy shall be submitted to the Local President.
- (c) The employee will receive a rate of pay equal to the higher job classification at no less than an 8% increase.
- (e) If not declared as a temporary assignment and filled according to the provisions of this clause, a special conference shall be held to resolve the issue.

**ARTICLE 19
JURY DUTY**

An employee, who loses time from his/her assigned schedule of work because of jury duty service, (as a witness and not as a party to a lawsuit) or to testify pursuant to a subpoena, shall be paid for such time lost at his/her regular hourly rate. Jury duty and witness fees shall be offset against such pay. Such jury duty and witness service shall be considered time worked. The employee shall furnish the Employer a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness fees he/she was eligible to receive for each day. The employee will report for work when released from jury duty or witness service.

**ARTICLE 20
SAFETY COMMITTEE**

Local #3052 shall have one local representative on the joint Union-Management Safety Committee. They shall meet at least quarterly, or 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 Local #3052 Union President, to all recommendations.

**ARTICLE 21
EQUALIZATION OF OVERTIME HOURS**

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

ARTICLE 22

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 23

WORKING HOURS, SHIFT PREMIUM AND HOURS

- (a) Employees who work the shift that begins on or after 3:00 p.m., but before 11pm, shall receive, in addition to their regular pay for the pay period, forty (40) cents per hour shift premium.
- (b) Employees who work on the shift that begins on or after 11:00 p.m., but before 7am, shall receive, in addition to their regular pay for the pay period, fifty (50) cents per hour shift premium.
- (c) Shift premiums shall not be compensated for vacation, sick or other paid leave time.
- (d) Shift shall not 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) 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 break in the a.m. and also a fifteen (15) minute 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 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.

ARTICLE 24
SICK LEAVE

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

- (a) Unused sick leave shall be accumulated without limit, and in the event the employee is terminated, resigns from service, or retires or dies, he/she shall receive payment up to but not more than 120 days of accumulated sick leave at one-half (1/2) the regular rate of pay at the time of separation for employees with over five (5) years seniority.
- (b) Employees absent from work on legal holidays during sick leave for disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed.
- (c) An employee eligible for sick leave with pay may use such sick leave, upon approval of his/her Department Head, for absence:
 - (1) due to personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control.
 - (2) due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be requested.
 - (3) due to illness of the employee's legal dependents who require the care of the employee.
 - (a) The term "legal dependents" as used herein shall mean the employee's spouse, children, and other persons dependent on the employee for support in the person's household.
- (d) A physician's certificate of the employee's inability to work, or ability to return to work may be required.
 - (1) If it is necessary to be absent on sick leave in excess of five (5) days.
 - (2) When an employee is ready to return to work following a prolonged absence.
- (e) When an employee finds it necessary to be absent for any reason, the employee shall cause the facts to be reported to his/her department as soon as possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- (f) For employees, 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.
- (g) Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Use of sick leave for personal business is not allowed, and its use as such may be cause for disciplinary action.
- (h) Sick leave will not be charged for absence caused by accident or illness whereby Worker's Compensation Insurance Payments are received by the employee.
- (i) On an annual basis, employees may elect to convert sick time to vacation time at the rate of two (2) sick days to one (1) vacation day, provided that they have accumulated 120 days in their sick leave bank.

ARTICLE 25
BEREAVEMENT LEAVE

An employee shall be allowed three (3) working days with pay, as bereavement leave days, not to be deducted from sick or annual leave, for death in the immediate family. The immediate family is defined as: spouse, parent, brother or sister, child, step-child, mother in law, father in law, sister in law, brother in law, aunts, uncles, nieces, nephews, grandparents, spouse's grandparents, parents and grandparents of employees minor children, or someone with whom the employee has a legal relationship or a related member in an employee's household and all such relatives of one's spouse. An employee shall be allowed three (3) working days with pay, as bereavement leave, not to be deducted from sick or annual leave, for the death of a declared significant other. An additional two (2) bereavement days with pay shall be granted in the event of the death of a spouse, parent, sibling, child, and significant other of the employee or the employee's spouse.

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

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

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

ARTICLE 26
OVERTIME WORK

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

The use of compensatory time will be scheduled at the mutual convenience of the employee and the Department Head. It can be taken in amounts of ½ hour or larger and may be used in connection with vacation, sick, holiday and other approved leaves.

Should employees have difficulty in utilizing their compensatory time, it shall be a proper subject of a special conference between the Department Head, Labor Relations and/or designated representative of the Employer and the Union.

It is agreed that the normal work week for Detention employees shall be eight (8) hours per day, forty (40) hours per week. All hours worked in excess of forty hours per week shall be compensated at the rate of time and one-half (1 ½) in cash or compensatory time at the discretion of the Employer.

Facilities Management Supervisors: Employees shall be compensated for overtime hours at the rate of straight time. Compensation may be in the form of cash or compensatory time. In the event there is a disagreement regarding the payment method of overtime, the employee shall be paid.

ARTICLE 27 HOLIDAY PROVISIONS

The paid holidays are designated as follows:

- New Year's Day (1/1)
- Martin Luther King Day (The Monday most contiguous to January 15)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- July 4th
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Eve (12/24)*
- Christmas Day (12/25)
- Easter Sunday—for those who actually work on that day
- New Year's Eve (12/31)*

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

Should a holiday fall on 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 28 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 ¼) 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. In the event that special circumstances exist and an employee is unable to use up his/her vacation time adequately throughout the year, the Union may request a special conference through Labor Relations to discuss and reach resolution.
 - (d) Scheduling of vacations will be worked out on a departmental basis, giving preference to seniority as to choice times of vacation.
 - (e) 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.
 - (f) If an employee develops a major illness or incurs an injury and is under the care of a duly licensed physician, or suffers a death in the immediate family as defined in this agreement, 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 29
VACATION PAY ADVANCE**

If a regular payday falls during an employee's vacation (of at least five (5) working days), s/he may request to receive that check in advance before going on vacation, provided the request is submitted by the employee not later than three (3) weeks prior to his/her scheduled vacation.

If two (2) regular paydays should fall within an employee's vacation, s/he 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 30
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 Optional for Maintenance Drugs providing a 1-month co-pay for 3-month supply

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

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

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

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

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

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

Effective 7/1/03:

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

New employees with less than three (3) years of service shall be fully enrolled in the Washtenaw County Flexible Fringe Benefits Plan, and provided service credit consistent with their years of service (e.g.,

CMM250 for the first three (3)-years of employment). These employees shall be allowed the opportunity to buy-up health care coverage and/or purchase an HMO or PPO as offered through the Flexible Fringe Benefits Plan.

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

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

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

Effective 7/1/03:

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

Effective July 1, 1995

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

For all employees hired prior to January 1, 1995:

- (a) The Employer agrees to continue in full force and effect the existing Blue Cross-Blue Shield coverage on behalf of employees qualified for same.
- (b) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB. This coverage shall be applied to all employees covered by the terms of this Agreement.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employee's absence as a result of any injury, illness, or maternity, for the first six (6) months.
- (d) **Effective 1/1/1995**, Continue the same benefits with the County paying the full premium for the present benefits and for a \$3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus

Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.

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

Effective 1/1/1996

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

For employees hired on January 1, 1995 and thereafter:

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

Effective 1/1/1996:

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

**ARTICLE 31
LIFE INSURANCE**

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

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

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

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

**ARTICLE 32
COMPUTATION OF BENEFITS**

- (a) All hours paid to an employee shall be considered as hours worked for the purpose of computing any benefits under this Agreement.
- (b) Permanent employees shall receive benefits on a prorated basis, commensurate with the number of hours worked. In order to qualify for full Employer payment of premium on health care and dental insurance an employee must average 30 hours or more per week. The Employer agrees to pay one-half of the premium for health care and dental insurance for those permanent employees who work at least half-time (18.75 hours/week) but less than 30 hours per week. Employees who work less than 18.75 hours per week are not eligible for health care and dental insurance.

For permanent employees who work an average of 30 hours per week, the Employer agrees to pay the premium for life insurance. Employees who average less than 30 hours per week are not eligible for life insurance.

**ARTICLE 33
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 34
UNEMPLOYMENT COMPENSATION

The Employer shall provide Michigan Employment Security Commission unemployment compensation unless otherwise negotiated with the Union. The Employer shall notify the employees in writing 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 35
CONTRACTING AND SUBCONTRACTING OF WORK

If it is necessary to contract out or subcontract out bargaining unit work, the County will give written notification to the Union and the County will hold a special conference with the Union to discuss the County's rationale and justify its actions fifteen (15) days prior to any final action of the Board of Commissioners. Contracting out or subcontracting out of 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 36
TEMPORARY OR SEASONAL EMPLOYMENT STATUS

Temporary employees are defined as employees hired to fill positions for a duration not to exceed six (6) months unless consented to by the Union. Temporary employees shall not be entitled to benefits under this contract.

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

All employees hired as temporary or seasonal employees shall be so designated and at the time of hire and the time of termination, those names will be available to the Union.

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 11, Vacancies, Job Posting, Bidding Procedure. 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.

No person after completing a temporary position shall be rehired as a temporary employee for sixty (60) days after completing the initial temporary position unless consented to by the Union.

ARTICLE 37

REORGANIZATION, CONSOLIDATION OR CHANGE OF JOB CONTENT

Should the employer find it necessary in the course of doing business to consolidate or reorganize jobs within this bargaining unit, notice of the proposed consolidation or reorganization shall be the subject of a special conference and management will bargain any changes with the union.

Notice shall be given to the union in writing at least (30) thirty days prior to implementation. No changes shall be made prior to the special conference.

Any employee(s) moved to a lower classification as a result of a reorganization shall be red-circled at the higher rate.

ARTICLE 38

SUCCESSOR CLAUSE

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

ARTICLE 39

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 employee utilizing vacation as personal business time must notify his/her supervisor at least three (3) days in advance when possible, but in any event, no later than the starting time of the employee's regular shift. Employees at their option may charge two (2) of their personal leave days to sick days rather than vacation.

ARTICLE 40

PARKING FACILITIES

1. Parking at present 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 hired after 1/1/92 will pay \$20 for downtown parking.
 - C. Existing employees will continue to pay the rate they are paying as of December 31, 1991.
 - 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); and
 - 4.) Certain outlying employees who must frequently come downtown on County business.
3. At the time the new parking structure is completed, it is expected that there will be sufficient parking for all downtown employees. However, if there are not sufficient spaces, the priorities set forth in paragraph 2.E shall apply.
 4. 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 County location not in the downtown area.
 5. If a person leaves County employment, the pass shall be reissued using the priorities set forth in paragraph 2.E.
 6. 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.
 7. Local 3052 will have a voting representation on the committee that administers parking.
 8. The priority list and an entire list of employees who have parking passes shall be available in the Human Resources Department.
 9. 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.

ARTICLE 41

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 42

ON-CALL

On-call 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 coverage shall provide notification to the Local President at least two (2) weeks prior to requiring on-call staffing. Designated exempt and non-exempt employees shall sign up and be scheduled for on-call activity for a period of one (1) week. Sign up shall be initially on a

voluntary basis. However, in the event that additional coverage is needed, scheduling will occur according to reverse-seniority by classification.

The 3052 supervisors shall be designated on-call throughout the year for a 7-day period (1-week) at a time. While designated on-call, staff will carry a message beeper and/or mobile phone provided by the employer. They shall receive one (1) day (7.5 hours) compensation (cash) at their current hourly rate.

When it is necessary for staff to report to the worksite, they shall receive a minimum of four (4) hours compensation in accordance with current contract overtime provisions. If they are required to work more than four (4) hours, they shall be compensated in accordance with current contract overtime provisions. Compensation shall begin at the point of receiving the call.

When designated staff are telephoned at home concerning work-related functions, he/she shall be compensated as follows, in addition to the 7.5 hours on-call compensation:

- 0 – 15 minutes per activity = 15 minutes compensation
- 16 – 30 minutes per activity = 30 minutes compensation
- 31 – 45 minutes per activity = 45 minutes compensation
- 46 – 60 minutes per activity = 60 minutes compensation

An activity shall be defined as any action(s) related to a single phone call.

ARTICLE 43

LUNCHROOM OR LUNCHROOM FACILITIES

The employer agrees to provide an adequate lunch area for all county employees, in all county facilities.

ARTICLE 44

DISCRIMINATION

No persons employed by the County, nor applicants for County employment, shall be discriminated against because of race, sex, sexual preference, creed, color, national origin, political affiliation or beliefs, physical handicaps or marital status; 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 County employment in all departments from both sexes, all racial and national groups.

ARTICLE 45

RETIREMENT OR PENSION PLAN

The Washtenaw County Retirement System

Deductions are made each pay day for deposit to the Washtenaw County Retirement System.

Deductions start at the beginning of an employee's services with the Employer and equal six (6) percent of total compensation. (Effective January 1, 1993, the contribution rate will be five (5) percent.)

Benefits are based on salary and length of service, being equal to two (2) percent of final average compensation times the number of years of service upon retirement with a maximum of seventy-five

(75) percent of the final average compensation, for all those employees who retire, terminate membership in the plan or terminate county employment on or after January 1, 1987.

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

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

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

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

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

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

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

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

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

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

Effective 1/1/09, all employees will move to the WCERS defined benefit plan with the following parameters:

- FAC3
- 2.0 multiplier
- Vesting of 8 years

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

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

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

WCERS death benefit shall be \$7,500.

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

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

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

Effective 1/1/09, the Purchase of Military Reserve and Peace Time Active Duty after 1980

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

Effective 1/1/09

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

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

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

**ARTICLE 46
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 47
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 48
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 specialized clothing is necessary to fulfill the job requirements such specialized clothing will be provided at the expense of the Employer.

**ARTICLE 49
LONG TERM DISABILITY (SICK AND ACCIDENT INSURANCE)**

The Employer agrees to provide a group plan for long-term disability if a sufficient number of employees are desirous of participating. Any employee desiring to participate in such group plan will be allowed to do so at the employee's expense and the County agrees that the expense for the long-term disability or the monthly premium will be deducted through payroll deduction, upon authorization of the employee.

**ARTICLE 50
TUITION REIMBURSEMENT**

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

Eligible Staff: Any person having employment status as a permanent, full-time employee of the Employer 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 a period of not less than one (1) year on the date of starting an approved course.

Courses Approved: Eligible members shall receive tuition reimbursement provided that the course work meets the following conditions:

The course is directly related to the assigned duties of the member of 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 possible future duties that may be assigned the member in his/her present position or upon re-assignment (Promotion).

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

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

Note: Courses, conferences, seminars, in-service training, and other programs whereby members are sent by the Employer, or attendance by the 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 Personnel Director and the head of the department in which the course applicant is employed. Tie votes may be decided by the appropriate Committee of the Board of Commissioners.

Responsibility: The Personnel Director is assigned as the Coordinator of the Tuition Reimbursement Program.

General:

1. The first course each term can be on the Employer's time, but time off for the second course must be taken either as vacation or compensatory time.
2. Courses must be approved in writing by the approving body prior to starting classes.
3. Course work and related reports must be completed within six (6) months from starting classes.
4. The Employer 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 the period of 1/1/09-8/31/09. 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. Three (3) copies are to be submitted to the County Human Resources.
2. The department head and the Personnel Director may meet with the course applicant, discuss the proposed course, and approve or reject the application.
 3. Upon conditional approval, the course applicant shall receive the third copy of the approved application, and the Human Resources shall retain the first and second copies. In addition, one (1) financial assistance verification form shall be requested with respect to each course being applied for.
 4. Where additional course work, diploma, degree or license becomes necessary as a condition of employment, the Employer shall, under the provisions of this plan, pay fifty (50%) percent for the necessary courses.
 5. Upon successful completion of the course, and presentation of satisfactory evidence of course completion, including the grade mark 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 Personnel Director for payment and forwarded to the Finance Department who shall make payment to the employee.
 6. The first copy, with evidence of course completion, as outlined in No. 5, above, shall be entered in the personnel folder of the staff member and retained as a permanent record.

ARTICLE 51

CONFERENCES, WORKSHOPS AND SEMINARS

Improvement of the worth of staff members of Washtenaw County 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 County.

Employees are encouraged to attend conferences, workshops or seminars in which the training is directly related to the employee's assigned duties or the training is required to maintain a professional license or registration.

Requests for approval to attend educational conferences, workshops and seminars shall be made to the department in accordance with policies and guidelines developed by the department head.

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

ARTICLE 52

DISTRIBUTION OF AGREEMENT

Arabic numerals will be used in place of Roman numerals after contract articles and title of article will be agreed to and listed alphabetically in the contract. (The Employer agrees to give to the Union copies sufficient to meet the needs of the Union within fifteen (15) working days of the signing of the Agreement.)

**ARTICLE 53
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 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 54
LONGEVITY**

Employees will receive longevity payment as part of their bi-weekly salary on the first pay period following their anniversary, on the below mentioned basis.

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%

**ARTICLE 55
SOCIAL SECURITY**

The Employer shall continue to participate in the Social Security Program so that those employees who are members of the bargaining units will be eligible for all of the benefits afforded through the Federal Insurance Compensation Act.

**ARTICLE 56
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 provisions of this Agreement, including by way of illustration, but no limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., for the orderly and efficient operation of the County.

**ARTICLE 57
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, or a strike against the County. The management agrees that during the same period there will be no lockout.

**ARTICLE 58
EXCLUDED EMPLOYEES**

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

**ARTICLE 59
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. If the matter is not satisfactorily resolved in the special conference it may be submitted through the grievance procedure.

**ARTICLE 60
TERMINATION AND MODIFICATION**

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

- (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 #25, 600 W. Layayette, Detroit, MI 48226; and if the Employer, addressed to the County of Washtenaw, Administration Building, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, or to any such address as the Union or the Employer may make available to each other.

**ARTICLE 61
ACT OF GOD**

If the County Administrator declares that certain County buildings cannot be opened or operated in their usual manner due to weather conditions, natural disaster, civil disturbance, or any other 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. All departments shall have a fan-out list to notify all employees when their building is closed. Each department is to follow their process.

**ARTICLE 62
INDEMNIFICATION**

The Employer shall indemnify employees per the attached Appendix E.

**ARTICLE 63
EMPLOYEE PERFORMANCE EVALUATIONS**

Once an employee has completed his/her probationary period a performance evaluation must be completed. Prior to the employee's anniversary date, an employee shall receive an evaluation for the purpose of evaluating his/her performance. Evaluations shall not be used for discipline. Evaluations are to be used for measuring job performance. For example, an employee can be disciplined for the content of the document (e.g., failing to turn in reports timely), but not for getting a 3 on an evaluation.

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

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

**ARTICLE 64
PUBLIC / COMMUNITY SERVICE**

All employees covered under this contract shall be allowed to take four (4) hours off each calendar year during work hours to be used for public / community service. Employees utilizing this benefit shall provide documentation of the public / community service.

**ARTICLE 65
WELLNESS ACTIVITIES**

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

ARTICLE 66
PERSONNEL POLICIES AND PROCEDURES

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

ARTICLE 67
EDUCATIONAL EQUIVALENCY

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

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

1. Bachelors Degree in designated field plus one (1) year of specific experience
2. Three (3) years of college level education in designated field plus three (3) years of specific experience
3. Two (2) years of college level education in designated field plus five (5) years of specific experience

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

ARTICLE 68
FLEXIBLE SCHEDULES

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

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

Examples:

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

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

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

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

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

ARTICLE 69 WORK PLANS

Work plans provide an objective mechanism to assist an employee and his/her manager in identifying work goals, outcomes and measures for success consistent with the guiding principles of Washtenaw County, the Business Improvement Process, and the priorities of the Board of Commissioners.

Work plans shall be prepared on an annual basis, with quarterly reviews of goals and outcomes.

Work plans shall not result in disciplinary action, not be tied to the yearly evaluation, nor shall they impact promotions or transfers. However, failure to complete regular job assignments and job duties may be cause for disciplinary action even though regular job assignments and duties appear in the employee's work plan.

ARTICLE 70 RECLASSIFICATION COMMITTEE

Reclassification Committee: A committee for reclassification of occupied position in AFSCME Local 3052 was established in 1998 through collective bargaining.

There shall be an equal number of three (3) representatives from Management and the Union. If a member from one side excuses themselves due to a direct conflict, the other side will also excuse one (1) person, having four (4) person voting.

Human Resources shall provide staff to the Committee.

The County Administrator or Chief Judge of the Trial Court shall make tie-breaking decisions, if agreement is not reached by the Committee.

Persons affected will be invited to the initial meeting for presentation of information where request will be reviewed.

All information related to the reclassification requests must be shared with the full Committee, including but not limited to:

Initial Information:

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

After Presentation:

- New recommended factoring
- Market data detailing complete compensation package
- Additional relevant information (e.g., supervisor remarks)

Each Committee member will make good faith commitment to consistent and fair process, and keep discussions and information confidential.

The Committee will meet monthly or as needed.

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

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

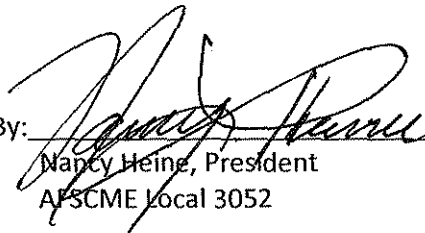
Committee recommendations for reclassification will be presented to the Board of Commissioners as part of the next budget adjustment.

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

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

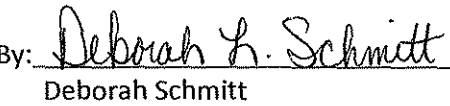
FOR THE UNION:

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

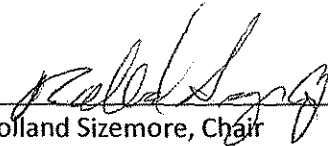
By: 
Nancy Heine, President
AFSCME Local 3052


By: 
Angela Tabor, Staff Representative
Council 25

By: 
Roberta Allen

By: 
Deborah Schmitt

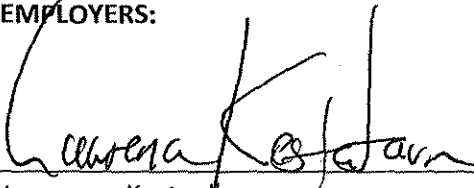
**FOR THE EMPLOYER:
County of Washtenaw**


By: 
Rolland Sizemore, Chair
Washtenaw County Board of Commissioners

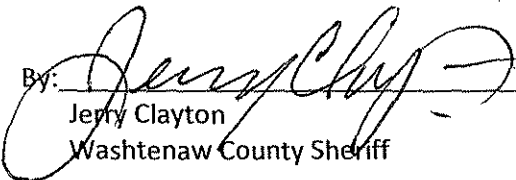
By: 
Diane M. Heidt
Human Resources / Labor Relations Director

By: 
Robert Tetens
Parks & Recreation Director

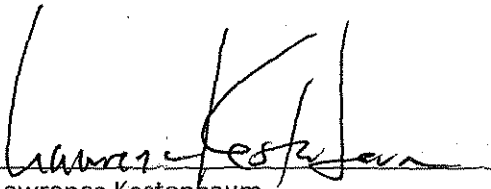
CO-EMPLOYERS:

By: 
Lawrence Kestenbaum
Washtenaw County Clerk/Register

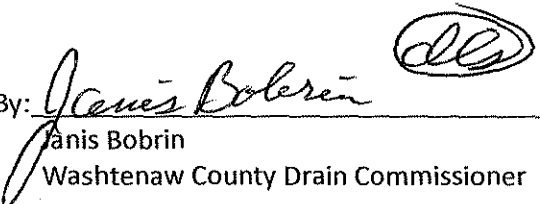
By: 
Brian Mackie
Washtenaw County Prosecuting Attorney

By: 
Jerry Clayton
Washtenaw County Sheriff

ATTESTED TO:

By: 
Lawrence Kestenbaum
Washtenaw County Clerk/Register

By: _____
Catherine McClary
Washtenaw County Treasurer

By: 
Janis Bobrin
Washtenaw County Drain Commissioner

**APPENDIX A
SALARY TABLES**

**SCHEDULE E
EFFECTIVE 1/1/2008
FOR
10 - SUPERVISORS**

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$34,314.40	\$35,937.23	\$37,583.54	\$39,229.88	\$40,852.72	\$42,499.06	\$44,121.87	\$45,721.17
	\$1,319.78	\$1,382.20	\$1,445.52	\$1,508.84	\$1,571.26	\$1,634.58	\$1,696.99	\$1,758.51
	\$17.60	\$18.43	\$19.27	\$20.12	\$20.95	\$21.79	\$22.63	\$23.45
73	\$36,854.47	\$38,594.88	\$40,405.85	\$42,169.78	\$43,957.24	\$45,674.13	\$47,438.07	\$49,131.45
	\$1,417.48	\$1,484.42	\$1,554.07	\$1,621.91	\$1,690.66	\$1,756.70	\$1,824.54	\$1,889.67
	\$18.90	\$19.79	\$20.72	\$21.63	\$22.54	\$23.42	\$24.33	\$25.20
74	\$39,582.68	\$41,511.26	\$43,369.26	\$45,297.83	\$47,202.89	\$49,107.92	\$50,989.45	\$52,847.47
	\$1,522.41	\$1,596.59	\$1,668.05	\$1,742.22	\$1,815.50	\$1,888.77	\$1,961.13	\$2,032.60
	\$20.30	\$21.29	\$22.24	\$23.23	\$24.21	\$25.18	\$26.15	\$27.10
75	\$42,522.57	\$44,568.74	\$46,661.93	\$48,731.62	\$50,730.75	\$52,847.47	\$54,846.59	\$56,775.16
	\$1,635.48	\$1,714.18	\$1,794.69	\$1,874.29	\$1,951.18	\$2,032.60	\$2,109.48	\$2,183.66
	\$21.81	\$22.86	\$23.93	\$24.99	\$26.02	\$27.10	\$28.13	\$29.12
76	\$45,744.69	\$47,955.49	\$50,166.30	\$52,377.10	\$54,587.88	\$56,775.16	\$58,962.44	\$61,149.72
	\$1,759.41	\$1,844.44	\$1,929.47	\$2,014.50	\$2,099.53	\$2,183.66	\$2,267.79	\$2,351.91
	\$23.46	\$24.59	\$25.73	\$26.86	\$27.99	\$29.12	\$30.24	\$31.36
77	\$49,178.48	\$51,553.91	\$53,952.87	\$56,328.30	\$58,750.76	\$61,149.72	\$63,360.52	\$65,688.90
	\$1,891.48	\$1,982.84	\$2,075.11	\$2,166.47	\$2,259.64	\$2,351.91	\$2,436.94	\$2,526.50
	\$25.22	\$26.44	\$27.67	\$28.89	\$30.13	\$31.36	\$32.49	\$33.69
78	\$52,870.97	\$55,434.57	\$57,998.16	\$60,538.21	\$63,125.31	\$65,712.41	\$68,205.46	\$70,698.48
	\$2,033.50	\$2,132.10	\$2,230.70	\$2,328.39	\$2,427.90	\$2,527.40	\$2,623.29	\$2,719.17
	\$27.11	\$28.43	\$29.74	\$31.05	\$32.37	\$33.70	\$34.98	\$36.26
79	\$56,845.72	\$59,620.98	\$62,443.27	\$65,195.01	\$67,970.26	\$70,722.00	\$73,403.19	\$76,037.32
	\$2,186.37	\$2,293.11	\$2,401.66	\$2,507.50	\$2,614.24	\$2,720.08	\$2,823.20	\$2,924.51
	\$29.15	\$30.57	\$32.02	\$33.43	\$34.86	\$36.27	\$37.64	\$38.99
80	\$61,196.76	\$64,136.64	\$67,100.07	\$70,086.98	\$73,120.96	\$76,060.85	\$78,977.20	\$81,799.50
	\$2,353.72	\$2,466.79	\$2,580.77	\$2,695.65	\$2,812.34	\$2,925.42	\$3,037.58	\$3,146.13
	\$31.38	\$32.89	\$34.41	\$35.94	\$37.50	\$39.01	\$40.50	\$41.95
81	\$65,480.53	\$68,626.21	\$71,797.08	\$74,993.07	\$78,239.42	\$81,385.11	\$84,505.61	\$87,525.47
	\$2,518.48	\$2,639.47	\$2,761.43	\$2,884.35	\$3,009.21	\$3,130.20	\$3,250.22	\$3,366.36
	\$33.58	\$35.19	\$36.82	\$38.46	\$40.12	\$41.74	\$43.34	\$44.88

**SCHEDULE E
EFFECTIVE 1/1/2009
FOR
10 - SUPERVISORS**

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$34,485.97	\$36,116.91	\$37,771.46	\$39,426.03	\$41,056.98	\$42,711.56	\$44,342.48	\$45,949.77
	\$1,326.38	\$1,389.11	\$1,452.75	\$1,516.39	\$1,579.11	\$1,642.75	\$1,705.48	\$1,767.30
	\$17.69	\$18.52	\$19.37	\$20.22	\$21.05	\$21.90	\$22.74	\$23.56
73	\$37,038.75	\$38,787.85	\$40,607.88	\$42,380.63	\$44,177.03	\$45,902.50	\$47,675.26	\$49,377.11
	\$1,424.57	\$1,491.84	\$1,561.84	\$1,630.02	\$1,699.12	\$1,765.48	\$1,833.66	\$1,899.12
	\$18.99	\$19.89	\$20.82	\$21.73	\$22.65	\$23.54	\$24.45	\$25.32
74	\$39,780.60	\$41,718.82	\$43,586.11	\$45,524.32	\$47,438.90	\$49,353.46	\$51,244.40	\$53,111.71
	\$1,530.02	\$1,604.57	\$1,676.39	\$1,750.94	\$1,824.57	\$1,898.21	\$1,970.94	\$2,042.76
	\$20.40	\$21.39	\$22.35	\$23.35	\$24.33	\$25.31	\$26.28	\$27.24
75	\$42,735.19	\$44,791.58	\$46,895.24	\$48,975.28	\$50,984.40	\$53,111.71	\$55,120.82	\$57,059.03
	\$1,643.66	\$1,722.75	\$1,803.66	\$1,883.66	\$1,960.94	\$2,042.76	\$2,120.03	\$2,194.58
	\$21.92	\$22.97	\$24.05	\$25.12	\$26.15	\$27.24	\$28.27	\$29.26
76	\$45,973.42	\$48,195.27	\$50,417.13	\$52,638.98	\$54,860.82	\$57,059.03	\$59,257.26	\$61,455.47
	\$1,768.21	\$1,853.66	\$1,939.12	\$2,024.58	\$2,110.03	\$2,194.58	\$2,279.13	\$2,363.67
	\$23.58	\$24.72	\$25.85	\$26.99	\$28.13	\$29.26	\$30.39	\$31.52
77	\$49,424.37	\$51,811.68	\$54,222.63	\$56,609.94	\$59,044.52	\$61,455.47	\$63,677.32	\$66,017.34
	\$1,900.94	\$1,992.76	\$2,085.49	\$2,177.31	\$2,270.94	\$2,363.67	\$2,449.13	\$2,539.13
	\$25.35	\$26.57	\$27.81	\$29.03	\$30.28	\$31.52	\$32.66	\$33.86
78	\$53,135.33	\$55,711.74	\$58,288.15	\$60,840.90	\$63,440.94	\$66,040.98	\$68,546.49	\$71,051.97
	\$2,043.67	\$2,142.76	\$2,241.85	\$2,340.03	\$2,440.04	\$2,540.04	\$2,636.40	\$2,732.77
	\$27.25	\$28.57	\$29.89	\$31.20	\$32.53	\$33.87	\$35.15	\$36.44
79	\$57,129.95	\$59,919.08	\$62,755.48	\$65,520.99	\$68,310.11	\$71,075.61	\$73,770.20	\$76,417.51
	\$2,197.31	\$2,304.58	\$2,413.67	\$2,520.04	\$2,627.31	\$2,733.68	\$2,837.32	\$2,939.13
	\$29.30	\$30.73	\$32.18	\$33.60	\$35.03	\$36.45	\$37.83	\$39.19
80	\$61,502.75	\$64,457.33	\$67,435.57	\$70,437.42	\$73,486.56	\$76,441.15	\$79,372.09	\$82,208.50
	\$2,365.49	\$2,479.13	\$2,593.68	\$2,709.13	\$2,826.41	\$2,940.04	\$3,052.77	\$3,161.87
	\$31.54	\$33.06	\$34.58	\$36.12	\$37.69	\$39.20	\$40.70	\$42.16
81	\$65,807.93	\$68,969.34	\$72,156.06	\$75,368.04	\$78,630.62	\$81,792.04	\$84,928.13	\$87,963.10
	\$2,531.07	\$2,652.67	\$2,775.23	\$2,898.77	\$3,024.25	\$3,145.85	\$3,266.47	\$3,383.20
	\$33.75	\$35.37	\$37.00	\$38.65	\$40.32	\$41.94	\$43.55	\$45.11

**SCHEDULE E
EFFECTIVE 1/1/2010
FOR
10 - SUPERVISORS**

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$35,003.26	\$36,658.67	\$38,338.03	\$40,017.42	\$41,672.84	\$43,352.23	\$45,007.61	\$46,639.02
	\$1,346.28	\$1,409.95	\$1,474.54	\$1,539.13	\$1,602.80	\$1,667.39	\$1,731.06	\$1,793.81
	\$17.95	\$18.80	\$19.66	\$20.52	\$21.37	\$22.23	\$23.08	\$23.92
73	\$37,594.33	\$39,369.67	\$41,217.00	\$43,016.34	\$44,839.68	\$46,591.04	\$48,390.39	\$50,117.77
	\$1,445.94	\$1,514.22	\$1,585.27	\$1,654.47	\$1,724.60	\$1,791.96	\$1,861.17	\$1,927.61
	\$19.28	\$20.19	\$21.14	\$22.06	\$22.99	\$23.89	\$24.82	\$25.70
74	\$40,377.31	\$42,344.60	\$44,239.90	\$46,207.18	\$48,150.48	\$50,093.76	\$52,013.07	\$53,908.38
	\$1,552.97	\$1,628.64	\$1,701.53	\$1,777.20	\$1,851.94	\$1,926.68	\$2,000.50	\$2,073.40
	\$20.71	\$21.72	\$22.69	\$23.70	\$24.69	\$25.69	\$26.67	\$27.65
75	\$43,376.21	\$45,463.46	\$47,598.67	\$49,709.91	\$51,749.17	\$53,908.38	\$55,947.64	\$57,914.92
	\$1,668.32	\$1,748.59	\$1,830.72	\$1,911.92	\$1,990.35	\$2,073.40	\$2,151.83	\$2,227.50
	\$22.24	\$23.31	\$24.41	\$25.49	\$26.54	\$27.65	\$28.69	\$29.70
76	\$46,663.02	\$48,918.20	\$51,173.39	\$53,428.57	\$55,683.74	\$57,914.92	\$60,146.11	\$62,377.30
	\$1,794.73	\$1,881.47	\$1,968.21	\$2,054.94	\$2,141.68	\$2,227.50	\$2,313.31	\$2,399.13
	\$23.93	\$25.09	\$26.24	\$27.40	\$28.56	\$29.70	\$30.84	\$31.99
77	\$50,165.74	\$52,588.86	\$55,035.97	\$57,459.09	\$59,930.19	\$62,377.30	\$64,632.48	\$67,007.60
	\$1,929.45	\$2,022.65	\$2,116.77	\$2,209.96	\$2,305.01	\$2,399.13	\$2,485.86	\$2,577.22
	\$25.73	\$26.97	\$28.22	\$29.47	\$30.73	\$31.99	\$33.14	\$34.36
78	\$53,932.36	\$56,547.42	\$59,162.47	\$61,753.52	\$64,392.55	\$67,031.59	\$69,574.69	\$72,117.75
	\$2,074.32	\$2,174.90	\$2,275.48	\$2,375.14	\$2,476.64	\$2,578.14	\$2,675.95	\$2,773.76
	\$27.66	\$29.00	\$30.34	\$31.67	\$33.02	\$34.38	\$35.68	\$36.98
79	\$57,986.90	\$60,817.87	\$63,696.82	\$66,503.80	\$69,334.76	\$72,141.75	\$74,876.75	\$77,563.77
	\$2,230.27	\$2,339.15	\$2,449.88	\$2,557.84	\$2,666.72	\$2,774.68	\$2,879.88	\$2,983.22
	\$29.74	\$31.19	\$32.67	\$34.10	\$35.56	\$37.00	\$38.40	\$39.78
80	\$62,425.29	\$65,424.19	\$68,447.10	\$71,493.98	\$74,588.86	\$77,587.77	\$80,562.67	\$83,441.63
	\$2,400.97	\$2,516.31	\$2,632.58	\$2,749.77	\$2,868.80	\$2,984.14	\$3,098.56	\$3,209.29
	\$32.01	\$33.55	\$35.10	\$36.66	\$38.25	\$39.79	\$41.31	\$42.79
81	\$66,795.05	\$70,003.88	\$73,238.40	\$76,498.56	\$79,810.08	\$83,018.92	\$86,202.06	\$89,282.54
	\$2,569.04	\$2,692.46	\$2,816.86	\$2,942.25	\$3,069.62	\$3,193.04	\$3,315.46	\$3,433.94
	\$34.25	\$35.90	\$37.56	\$39.23	\$40.93	\$42.57	\$44.21	\$45.79

**SCHEDULE E
EFFECTIVE 7/1/2010
FOR
10 - SUPERVISORS**

STEPS GRADES	1	2	3	4	5	6	7	8
72	\$35,528.31	\$37,208.55	\$38,913.11	\$40,617.69	\$42,297.93	\$44,002.51	\$45,682.73	\$47,338.61
	\$1,366.47	\$1,431.10	\$1,496.66	\$1,562.22	\$1,626.84	\$1,692.40	\$1,757.03	\$1,820.72
	\$18.22	\$19.08	\$19.96	\$20.83	\$21.69	\$22.57	\$23.43	\$24.28
73	\$38,158.24	\$39,960.21	\$41,835.25	\$43,661.59	\$45,512.28	\$47,289.91	\$49,116.24	\$50,869.53
	\$1,467.62	\$1,536.93	\$1,609.05	\$1,679.29	\$1,750.47	\$1,818.84	\$1,889.09	\$1,956.52
	\$19.57	\$20.49	\$21.45	\$22.39	\$23.34	\$24.25	\$25.19	\$26.09
74	\$40,982.97	\$42,979.77	\$44,903.50	\$46,900.29	\$48,872.74	\$50,845.17	\$52,793.26	\$54,717.01
	\$1,576.27	\$1,653.07	\$1,727.06	\$1,803.86	\$1,879.72	\$1,955.58	\$2,030.51	\$2,104.50
	\$21.02	\$22.04	\$23.03	\$24.05	\$25.06	\$26.07	\$27.07	\$28.06
75	\$44,026.86	\$46,145.41	\$48,312.65	\$50,455.55	\$52,525.40	\$54,717.01	\$56,786.85	\$58,783.64
	\$1,693.34	\$1,774.82	\$1,858.18	\$1,940.60	\$2,020.21	\$2,104.50	\$2,184.11	\$2,260.91
	\$22.58	\$23.66	\$24.78	\$25.87	\$26.94	\$28.06	\$29.12	\$30.15
76	\$47,362.96	\$49,651.97	\$51,940.99	\$54,230.00	\$56,518.99	\$58,783.64	\$61,048.31	\$63,312.96
	\$1,821.65	\$1,909.69	\$1,997.73	\$2,085.77	\$2,173.81	\$2,260.91	\$2,348.01	\$2,435.11
	\$24.29	\$25.46	\$26.64	\$27.81	\$28.98	\$30.15	\$31.31	\$32.47
77	\$50,918.22	\$53,377.69	\$55,861.51	\$58,320.97	\$60,829.14	\$63,312.96	\$65,601.97	\$68,012.72
	\$1,958.39	\$2,052.99	\$2,148.52	\$2,243.11	\$2,339.58	\$2,435.11	\$2,523.15	\$2,615.87
	\$26.11	\$27.37	\$28.65	\$29.91	\$31.19	\$32.47	\$33.64	\$34.88
78	\$54,741.34	\$57,395.63	\$60,049.91	\$62,679.82	\$65,358.44	\$68,037.06	\$70,618.31	\$73,199.52
	\$2,105.44	\$2,207.52	\$2,309.61	\$2,410.76	\$2,513.79	\$2,616.81	\$2,716.09	\$2,815.37
	\$28.07	\$29.43	\$30.79	\$32.14	\$33.52	\$34.89	\$36.21	\$37.54
79	\$58,856.70	\$61,730.13	\$64,652.27	\$67,501.36	\$70,374.78	\$73,223.87	\$75,999.91	\$78,727.23
	\$2,263.72	\$2,374.24	\$2,486.63	\$2,596.21	\$2,706.72	\$2,816.30	\$2,923.07	\$3,027.97
	\$30.18	\$31.66	\$33.16	\$34.62	\$36.09	\$37.55	\$38.97	\$40.37
80	\$63,361.67	\$66,405.55	\$69,473.81	\$72,566.39	\$75,707.69	\$78,751.58	\$81,771.11	\$84,693.25
	\$2,436.99	\$2,554.06	\$2,672.07	\$2,791.01	\$2,911.83	\$3,028.91	\$3,145.04	\$3,257.43
	\$32.49	\$34.05	\$35.63	\$37.21	\$38.82	\$40.39	\$41.93	\$43.43
81	\$67,796.98	\$71,053.94	\$74,336.98	\$77,646.04	\$81,007.23	\$84,264.20	\$87,495.09	\$90,621.78
	\$2,607.58	\$2,732.84	\$2,859.11	\$2,986.39	\$3,115.66	\$3,240.93	\$3,365.20	\$3,485.45
	\$34.77	\$36.44	\$38.12	\$39.82	\$41.54	\$43.21	\$44.87	\$46.47

SCHEDULE U
EFFECTIVE 1/1/2008 FOR JUVENILE DETENTION SUPERVISORS
80 HOUR EMPLOYEES

STEPS GRADES	1	2	3	4	5	6	7	8
70	\$29,703.08	\$31,133.04	\$32,563.01	\$33,967.88	\$35,372.77	\$36,802.72	\$38,207.60	\$39,587.39
	\$1,142.43	\$1,197.42	\$1,252.42	\$1,306.46	\$1,360.49	\$1,415.49	\$1,469.52	\$1,522.59
	\$14.28	\$14.97	\$15.66	\$16.33	\$17.01	\$17.69	\$18.37	\$19.03
71	\$31,910.75	\$33,415.97	\$34,996.44	\$36,526.75	\$38,031.97	\$39,562.31	\$41,067.52	\$42,522.57
	\$1,227.34	\$1,285.23	\$1,346.02	\$1,404.87	\$1,462.77	\$1,521.63	\$1,579.52	\$1,635.48
	\$15.34	\$16.07	\$16.83	\$17.56	\$18.28	\$19.02	\$19.74	\$20.44
72	\$34,344.19	\$35,924.69	\$37,555.34	\$39,211.07	\$40,866.83	\$42,497.49	\$44,103.04	\$45,683.53
	\$1,320.93	\$1,381.72	\$1,444.44	\$1,508.12	\$1,571.80	\$1,634.52	\$1,696.27	\$1,757.06
	\$16.51	\$17.27	\$18.06	\$18.85	\$19.65	\$20.43	\$21.20	\$21.96
73	\$36,802.72	\$38,609.00	\$40,365.10	\$42,146.26	\$43,902.36	\$45,683.53	\$47,414.54	\$49,120.48
	\$1,415.49	\$1,484.96	\$1,552.50	\$1,621.01	\$1,688.55	\$1,757.06	\$1,823.64	\$1,889.25
	\$17.69	\$18.56	\$19.41	\$20.26	\$21.11	\$21.96	\$22.80	\$23.62
74	\$39,587.39	\$41,519.09	\$43,400.62	\$45,307.22	\$47,188.77	\$49,120.48	\$50,976.92	\$52,833.35
	\$1,522.59	\$1,596.89	\$1,669.25	\$1,742.59	\$1,814.95	\$1,889.25	\$1,960.65	\$2,032.05
	\$19.03	\$19.96	\$20.87	\$21.78	\$22.69	\$23.62	\$24.51	\$25.40
75	\$42,522.57	\$44,604.80	\$46,661.93	\$48,719.08	\$50,776.22	\$52,833.35	\$54,840.33	\$56,797.11
	\$1,635.48	\$1,715.57	\$1,794.69	\$1,873.81	\$1,952.93	\$2,032.05	\$2,109.24	\$2,184.50
	\$20.44	\$21.44	\$22.43	\$23.42	\$24.41	\$25.40	\$26.37	\$27.31
76	\$45,708.63	\$47,941.38	\$50,149.04	\$52,356.72	\$54,614.54	\$56,797.11	\$58,979.68	\$61,112.10
	\$1,758.02	\$1,843.90	\$1,928.81	\$2,013.72	\$2,100.56	\$2,184.50	\$2,268.45	\$2,350.47
	\$21.98	\$23.05	\$24.11	\$25.17	\$26.26	\$27.31	\$28.36	\$29.38
77	\$49,145.56	\$51,528.83	\$53,937.18	\$56,320.45	\$58,703.72	\$61,112.10	\$63,420.10	\$65,677.92
	\$1,890.21	\$1,981.88	\$2,074.51	\$2,166.17	\$2,257.84	\$2,350.47	\$2,439.23	\$2,526.07
	\$23.63	\$24.77	\$25.93	\$27.08	\$28.22	\$29.38	\$30.49	\$31.58
78	\$52,858.44	\$55,442.40	\$57,976.21	\$60,535.07	\$63,119.04	\$65,703.02	\$68,236.80	\$70,720.43
	\$2,033.02	\$2,132.40	\$2,229.85	\$2,328.27	\$2,427.66	\$2,527.04	\$2,624.49	\$2,720.02
	\$25.41	\$26.65	\$27.87	\$29.10	\$30.35	\$31.59	\$32.81	\$34.00
79	\$56,822.20	\$59,606.86	\$62,441.70	\$65,226.36	\$67,985.93	\$70,745.51	\$73,379.66	\$75,988.71
	\$2,185.47	\$2,292.57	\$2,401.60	\$2,508.71	\$2,614.84	\$2,720.98	\$2,822.29	\$2,922.64
	\$27.32	\$28.66	\$30.02	\$31.36	\$32.69	\$34.01	\$35.28	\$36.53
80	\$61,187.34	\$64,122.53	\$67,107.89	\$70,093.26	\$73,053.53	\$76,038.87	\$78,974.07	\$81,808.91
	\$2,353.36	\$2,466.25	\$2,581.07	\$2,695.89	\$2,809.75	\$2,924.57	\$3,037.46	\$3,146.50
	\$29.42	\$30.83	\$32.26	\$33.70	\$35.12	\$36.56	\$37.97	\$39.33

SCHEDULE U
EFFECTIVE 1/1/2009 FOR JUVENILE DETENTION SUPERVISORS
80 HOUR EMPLOYEES

STEPS GRADES	1	2	3	4	5	6	7	8
70	\$29,851.59	\$31,288.71	\$32,725.83	\$34,137.72	\$35,549.63	\$36,986.74	\$38,398.64	\$39,785.32
	\$1,148.14	\$1,203.41	\$1,258.69	\$1,312.99	\$1,367.29	\$1,422.57	\$1,476.87	\$1,530.20
	\$14.35	\$15.04	\$15.73	\$16.41	\$17.09	\$17.78	\$18.46	\$19.13
71	\$32,070.31	\$33,583.05	\$35,171.43	\$36,709.38	\$38,222.13	\$39,760.12	\$41,272.86	\$42,735.19
	\$1,233.47	\$1,291.66	\$1,352.75	\$1,411.90	\$1,470.08	\$1,529.24	\$1,587.42	\$1,643.66
	\$15.42	\$16.15	\$16.91	\$17.65	\$18.38	\$19.12	\$19.84	\$20.55
72	\$34,515.91	\$36,104.31	\$37,743.12	\$39,407.13	\$41,071.16	\$42,709.98	\$44,323.56	\$45,911.94
	\$1,327.53	\$1,388.63	\$1,451.66	\$1,515.66	\$1,579.66	\$1,642.69	\$1,704.75	\$1,765.84
	\$16.59	\$17.36	\$18.15	\$18.95	\$19.75	\$20.53	\$21.31	\$22.07
73	\$36,986.74	\$38,802.05	\$40,566.92	\$42,356.99	\$44,121.87	\$45,911.94	\$47,651.62	\$49,366.08
	\$1,422.57	\$1,492.39	\$1,560.27	\$1,629.12	\$1,697.00	\$1,765.84	\$1,832.75	\$1,898.70
	\$17.78	\$18.65	\$19.50	\$20.36	\$21.21	\$22.07	\$22.91	\$23.73
74	\$39,785.32	\$41,726.68	\$43,617.62	\$45,533.76	\$47,424.71	\$49,366.08	\$51,231.80	\$53,097.52
	\$1,530.20	\$1,604.87	\$1,677.60	\$1,751.30	\$1,824.03	\$1,898.70	\$1,970.45	\$2,042.21
	\$19.13	\$20.06	\$20.97	\$21.89	\$22.80	\$23.73	\$24.63	\$25.53
75	\$42,735.19	\$44,827.82	\$46,895.24	\$48,962.68	\$51,030.10	\$53,097.52	\$55,114.53	\$57,081.10
	\$1,643.66	\$1,724.15	\$1,803.66	\$1,883.18	\$1,962.70	\$2,042.21	\$2,119.79	\$2,195.43
	\$20.55	\$21.55	\$22.55	\$23.54	\$24.53	\$25.53	\$26.50	\$27.44
76	\$45,937.18	\$48,181.09	\$50,399.78	\$52,618.50	\$54,887.61	\$57,081.10	\$59,274.58	\$61,417.66
	\$1,766.81	\$1,853.12	\$1,938.45	\$2,023.79	\$2,111.06	\$2,195.43	\$2,279.79	\$2,362.22
	\$22.09	\$23.16	\$24.23	\$25.30	\$26.39	\$27.44	\$28.50	\$29.53
77	\$49,391.29	\$51,786.47	\$54,206.86	\$56,602.05	\$58,997.24	\$61,417.66	\$63,737.20	\$66,006.31
	\$1,899.66	\$1,991.79	\$2,084.88	\$2,177.00	\$2,269.12	\$2,362.22	\$2,451.43	\$2,538.70
	\$23.75	\$24.90	\$26.06	\$27.21	\$28.36	\$29.53	\$30.64	\$31.73
78	\$53,122.73	\$55,719.61	\$58,266.09	\$60,837.75	\$63,434.63	\$66,031.53	\$68,577.98	\$71,074.03
	\$2,043.18	\$2,143.06	\$2,241.00	\$2,339.91	\$2,439.79	\$2,539.67	\$2,637.61	\$2,733.62
	\$25.54	\$26.79	\$28.01	\$29.25	\$30.50	\$31.75	\$32.97	\$34.17
79	\$57,106.31	\$59,904.89	\$62,753.91	\$65,552.49	\$68,325.86	\$71,099.24	\$73,746.56	\$76,368.66
	\$2,196.40	\$2,304.03	\$2,413.61	\$2,521.25	\$2,627.92	\$2,734.59	\$2,836.41	\$2,937.26
	\$27.45	\$28.80	\$30.17	\$31.52	\$32.85	\$34.18	\$35.46	\$36.72
80	\$61,493.28	\$64,443.14	\$67,443.43	\$70,443.72	\$73,418.80	\$76,419.07	\$79,368.94	\$82,217.95
	\$2,365.13	\$2,478.58	\$2,593.98	\$2,709.37	\$2,823.80	\$2,939.19	\$3,052.65	\$3,162.23
	\$29.56	\$30.98	\$32.42	\$33.87	\$35.30	\$36.74	\$38.16	\$39.53

SCHEDULE U
EFFECTIVE 1/1/2010 FOR JUVENILE DETENTION SUPERVISORS
80 HOUR EMPLOYEES

STEPS GRADES	1	2	3	4	5	6	7	8
70	\$30,299.37	\$31,758.04	\$33,216.71	\$34,649.79	\$36,082.88	\$37,541.54	\$38,974.62	\$40,382.10
	\$1,165.36	\$1,221.46	\$1,277.57	\$1,332.68	\$1,387.80	\$1,443.91	\$1,499.02	\$1,553.16
	\$14.57	\$15.27	\$15.97	\$16.66	\$17.35	\$18.05	\$18.74	\$19.41
71	\$32,551.36	\$34,086.80	\$35,699.00	\$37,260.02	\$38,795.46	\$40,356.53	\$41,891.95	\$43,376.21
	\$1,251.98	\$1,311.03	\$1,373.04	\$1,433.08	\$1,492.13	\$1,552.17	\$1,611.23	\$1,668.32
	\$15.65	\$16.39	\$17.16	\$17.91	\$18.65	\$19.40	\$20.14	\$20.85
72	\$35,033.65	\$36,645.88	\$38,309.26	\$39,998.24	\$41,687.23	\$43,350.63	\$44,988.41	\$46,600.62
	\$1,347.45	\$1,409.46	\$1,473.43	\$1,538.39	\$1,603.36	\$1,667.33	\$1,730.32	\$1,792.33
	\$16.84	\$17.62	\$18.42	\$19.23	\$20.04	\$20.84	\$21.63	\$22.40
73	\$37,541.54	\$39,384.08	\$41,175.43	\$42,992.35	\$44,783.70	\$46,600.62	\$48,366.39	\$50,106.57
	\$1,443.91	\$1,514.77	\$1,583.67	\$1,653.55	\$1,722.45	\$1,792.33	\$1,860.25	\$1,927.18
	\$18.05	\$18.93	\$19.80	\$20.67	\$21.53	\$22.40	\$23.25	\$24.09
74	\$40,382.10	\$42,352.58	\$44,271.89	\$46,216.77	\$48,136.08	\$50,106.57	\$52,000.28	\$53,893.98
	\$1,553.16	\$1,628.95	\$1,702.76	\$1,777.57	\$1,851.39	\$1,927.18	\$2,000.01	\$2,072.85
	\$19.41	\$20.36	\$21.28	\$22.22	\$23.14	\$24.09	\$25.00	\$25.91
75	\$43,376.21	\$45,500.24	\$47,598.67	\$49,697.12	\$51,795.56	\$53,893.98	\$55,941.25	\$57,937.31
	\$1,668.32	\$1,750.01	\$1,830.72	\$1,911.43	\$1,992.14	\$2,072.85	\$2,151.59	\$2,228.36
	\$20.85	\$21.88	\$22.88	\$23.89	\$24.90	\$25.91	\$26.89	\$27.85
76	\$46,626.23	\$48,903.81	\$51,155.78	\$53,407.78	\$55,710.93	\$57,937.31	\$60,163.70	\$62,338.92
	\$1,793.32	\$1,880.92	\$1,967.53	\$2,054.15	\$2,142.73	\$2,228.36	\$2,313.99	\$2,397.65
	\$22.42	\$23.51	\$24.59	\$25.68	\$26.78	\$27.85	\$28.92	\$29.97
77	\$50,132.16	\$52,563.27	\$55,019.97	\$57,451.08	\$59,882.19	\$62,338.92	\$64,693.26	\$66,996.41
	\$1,928.16	\$2,021.66	\$2,116.15	\$2,209.66	\$2,303.16	\$2,397.65	\$2,488.20	\$2,576.78
	\$24.10	\$25.27	\$26.45	\$27.62	\$28.79	\$29.97	\$31.10	\$32.21
78	\$53,919.57	\$56,555.40	\$59,140.08	\$61,750.31	\$64,386.15	\$67,022.01	\$69,606.65	\$72,140.14
	\$2,073.83	\$2,175.21	\$2,274.62	\$2,375.01	\$2,476.39	\$2,577.77	\$2,677.18	\$2,774.62
	\$25.92	\$27.19	\$28.43	\$29.69	\$30.95	\$32.22	\$33.46	\$34.68
79	\$57,962.90	\$60,803.46	\$63,695.21	\$66,535.78	\$69,350.74	\$72,165.73	\$74,852.76	\$77,514.19
	\$2,229.34	\$2,338.59	\$2,449.82	\$2,559.07	\$2,667.34	\$2,775.61	\$2,878.95	\$2,981.31
	\$27.87	\$29.23	\$30.62	\$31.99	\$33.34	\$34.70	\$35.99	\$37.27
80	\$62,415.67	\$65,409.79	\$68,455.08	\$71,500.38	\$74,520.08	\$77,565.35	\$80,559.47	\$83,451.22
	\$2,400.60	\$2,515.76	\$2,632.89	\$2,750.01	\$2,866.16	\$2,983.28	\$3,098.44	\$3,209.66
	\$30.01	\$31.45	\$32.91	\$34.38	\$35.83	\$37.29	\$38.73	\$40.12

SCHEDULE U
EFFECTIVE 7/1/2010 FOR JUVENILE DETENTION SUPERVISORS
80 HOUR EMPLOYEES

STEPS GRADES	1	2	3	4	5	6	7	8
70	\$30,753.86	\$32,234.41	\$33,714.96	\$35,169.54	\$36,624.12	\$38,104.66	\$39,559.23	\$40,987.83
	\$1,182.84	\$1,239.79	\$1,296.73	\$1,352.67	\$1,408.62	\$1,465.56	\$1,521.51	\$1,576.46
	\$14.79	\$15.50	\$16.21	\$16.91	\$17.61	\$18.32	\$19.02	\$19.71
71	\$33,039.63	\$34,598.10	\$36,234.48	\$37,818.92	\$39,377.39	\$40,961.87	\$42,520.33	\$44,026.86
	\$1,270.76	\$1,330.70	\$1,393.63	\$1,454.57	\$1,514.52	\$1,575.46	\$1,635.40	\$1,693.34
	\$15.88	\$16.63	\$17.42	\$18.18	\$18.93	\$19.69	\$20.44	\$21.17
72	\$35,559.15	\$37,195.57	\$38,883.90	\$40,598.21	\$42,312.54	\$44,000.89	\$45,663.24	\$47,299.63
	\$1,367.66	\$1,430.60	\$1,495.53	\$1,561.47	\$1,627.41	\$1,692.34	\$1,756.28	\$1,819.22
	\$17.10	\$17.88	\$18.69	\$19.52	\$20.34	\$21.15	\$21.95	\$22.74
73	\$38,104.66	\$39,974.84	\$41,793.06	\$43,637.23	\$45,455.46	\$47,299.63	\$49,091.89	\$50,858.17
	\$1,465.56	\$1,537.49	\$1,607.43	\$1,678.36	\$1,748.29	\$1,819.22	\$1,888.15	\$1,956.08
	\$18.32	\$19.22	\$20.09	\$20.98	\$21.85	\$22.74	\$23.60	\$24.45
74	\$40,987.83	\$42,987.87	\$44,935.96	\$46,910.02	\$48,858.12	\$50,858.17	\$52,780.28	\$54,702.39
	\$1,576.46	\$1,653.38	\$1,728.31	\$1,804.23	\$1,879.16	\$1,956.08	\$2,030.01	\$2,103.94
	\$19.71	\$20.67	\$21.60	\$22.55	\$23.49	\$24.45	\$25.38	\$26.30
75	\$44,026.86	\$46,182.74	\$48,312.65	\$50,442.57	\$52,572.49	\$54,702.39	\$56,780.36	\$58,806.37
	\$1,693.34	\$1,776.26	\$1,858.18	\$1,940.10	\$2,022.02	\$2,103.94	\$2,183.86	\$2,261.78
	\$21.17	\$22.20	\$23.23	\$24.25	\$25.28	\$26.30	\$27.30	\$28.27
76	\$47,325.63	\$49,637.36	\$51,923.12	\$54,208.89	\$56,546.59	\$58,806.37	\$61,066.16	\$63,274.01
	\$1,820.22	\$1,909.13	\$1,997.04	\$2,084.96	\$2,174.87	\$2,261.78	\$2,348.70	\$2,433.62
	\$22.75	\$23.86	\$24.96	\$26.06	\$27.19	\$28.27	\$29.36	\$30.42
77	\$50,884.14	\$53,351.72	\$55,845.26	\$58,312.85	\$60,780.43	\$63,274.01	\$65,663.66	\$68,001.35
	\$1,957.08	\$2,051.99	\$2,147.89	\$2,242.80	\$2,337.71	\$2,433.62	\$2,525.53	\$2,615.44
	\$24.46	\$25.65	\$26.85	\$28.04	\$29.22	\$30.42	\$31.57	\$32.69
78	\$54,728.36	\$57,403.73	\$60,027.18	\$62,676.57	\$65,351.95	\$68,027.34	\$70,650.75	\$73,222.25
	\$2,104.94	\$2,207.84	\$2,308.74	\$2,410.64	\$2,513.54	\$2,616.44	\$2,717.34	\$2,816.24
	\$26.31	\$27.60	\$28.86	\$30.13	\$31.42	\$32.71	\$33.97	\$35.20
79	\$58,832.34	\$61,715.52	\$64,650.64	\$67,533.81	\$70,391.01	\$73,248.22	\$75,975.55	\$78,676.90
	\$2,262.78	\$2,373.67	\$2,486.56	\$2,597.45	\$2,707.35	\$2,817.24	\$2,922.14	\$3,026.03
	\$28.28	\$29.67	\$31.08	\$32.47	\$33.84	\$35.22	\$36.53	\$37.83
80	\$63,351.91	\$66,390.93	\$69,481.91	\$72,572.88	\$75,637.88	\$78,728.83	\$81,767.87	\$84,702.99
	\$2,436.61	\$2,553.50	\$2,672.38	\$2,791.26	\$2,909.15	\$3,028.03	\$3,144.92	\$3,257.81
	\$30.46	\$31.92	\$33.40	\$34.89	\$36.36	\$37.85	\$39.31	\$40.72

**APPENDIX B
CLASSIFICATIONS**

Grade 72

Office Coordinator
Park & Facility Supervisor

Grade 73

Park Labor Supervisor – Turf

Grade 74

Energy Program Coordinator

Grade 75

Building & Aquatics Supervisor

Grade 76

Senior Services Supervisor
Public Works Office Supervisor
Greens Superintendent
CSTS Office Supervisor
Senior Accountant
Maintenance Supervisor
Permit & Inspection Supervisor

Grade 77

Detention Supervisor
Health Services Supervisor
DayBreak Supervisor
GIS Supervisor
Care Management Supervisor
Integrated Health Supervisor

Grade 78

Help Desk Supervisor
Fleet Services Supervisor

Grade 79

OW&S – Environmental Health Supervisor
Urban – Environmental Health Supervisor
Environmental Supervisor
Planning Supervisor
Skilled Trades Supervisor

Grade 80

Licensed Psychologist – CSTS
HPDP Program Supervisor
Specialized Program Supervisor
WIC/MIHP Supervisor

Grade 81

Applications/Web Supervisor

APPENDIX C
LETTERS OF UNDERSTANDING

1. Permanent Panel of Arbitrators
2. Children's Services – Shift Bid
3. Children's Services – Uniforms
4. Other Eligible Adults
5. Drivers License Eligibility Standards

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

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

WASHTENAW COUNTY BOARD OF COMMISSIONERS

February 18, 2009

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

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

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

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

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

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

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

WHEREAS, the Union has ratified an agreement; and

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

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

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

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

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS **11 0 0**

STATE OF MICHIGAN)

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

COUNTY OF WASHTENAW)^{SS.}

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

LAWRENCE KESTENBAUM, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 09-0025

TENTATIVE AGREEMENT

Washtenaw County & AFSCME Local 3052 (all units)

LENGTH OF CONTRACT

2008 – 2010

WAGES

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

HEALTHCARE

Active Healthcare –Effective 1/1/09

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

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

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

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

Remove Delta Dental affiliation from collective bargaining agreement

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

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

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

PENSION

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

- FAC3
- 2.0 multiplier
- Vesting of 8 years

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

Effective 1/1/09, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 1/1/09, the employer shall contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. The employer shall assume the first 2.5% increase up to the 10% cap. If additional

contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5%, the parties shall negotiate the adjustments.

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

Increase WCERS death benefit to \$7,500.

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

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

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

Effective 1/1/09

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

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

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

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

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

HOLIDAY

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

TUITION REIMBURSEMENT – Effective 1/1/09

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

ME TOO

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

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

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

LAYOFF & INSURANCE

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

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

NON-ECONOMIC MATTERS

Housekeeping (1/7/08)

Article – All affected articles

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

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

Working Hours, Shift Premium and Hours

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

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

Letters of Understanding

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

Article 10.9, 10.10 (4/8/08)

Seniority

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

Article 43 – GSC (4/8/08)

Lunchroom or Lunchroom Facilities

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

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

Educational Equivalency

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

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

4. Bachelors Degree in designated field plus one (1) year of specific experience
5. Three (3) years of college level education in designated field plus three (3) years of specific experience
6. Two (2) years of college level education in designated field plus five (5) years of specific experience

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

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

Flexible Schedules

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

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

Examples:

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

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

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

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

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

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

Work Plans

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

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

Rates for New Jobs

- Remove last two sentences of the second paragraph

Article 13 (4/10/08)

Recall Procedure

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

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

Layoffs

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

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

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

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

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

Housekeeping – Trial Court (4/10/08)

Court as an Employer

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

Article 42 - GSC (6/10/08)

On-Call

- On-call or standby refers to work that is pre-assigned or authorized by the department in order to cover operational needs that fall outside the employees regularly scheduled workday and requires the employee to be available for work as the need arises.
- Departments in need of on-call or standby coverage shall provide notification to the Unit Chapter Chairperson at least two (2) weeks prior to requiring on-call or standby staffing. Designated exempt and non-exempt employees shall sign up and be scheduled for on-call activity for a period of one (1) week. Sign up shall be initially on a voluntary basis. However, in the event that additional coverage is needed, scheduling will occur according to reverse-seniority by classification.
- The 3052 supervisors shall be designated on-call throughout the year for a 7-day period (1-week) at a time. While designated on-call or standby, staff will carry a message beeper and/or mobile phone provided by the employer. They shall receive one (1) day (7.5 hours) compensation (cash) at their current hourly rate.

- When it is necessary for staff to report to the worksite, they shall receive a minimum of four (4) hours compensation in accordance with current contract overtime provisions. If they are required to work more than four (4) hours, they shall be compensated in accordance with current contract overtime provisions. Compensation shall begin at the point of receiving the call.
- When designated staff are telephoned at home concerning work-related functions, he/she shall be compensated as follows, in addition to the 7.5 hours on-call compensation:
 - 0 – 15 minutes per activity = 15 minutes compensation
 - 16 – 30 minutes per activity = 30 minutes compensation
 - 31 – 45 minutes per activity = 45 minutes compensation
 - 46 – 60 minutes per activity = 60 minutes compensation
- An activity shall be defined as any action(s) related to a single phone call.

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

Overtime Work (GSC) / Compensatory Time (JSC)

- **Overtime:** employees shall be compensated for overtime hours at straight time for hours worked in excess of 37.5 hours in a work week. Compensation for overtime shall be paid in the form of compensatory time. Compensatory time accumulated, up to ten (10) days (75 hours), shall be carried over from one (1) calendar year to the next. In the event that special circumstances exist and an employee regularly accrues more time beyond the designed cap, the Union may request a special conference through Labor Relations to discuss and reach resolution.
- The use of compensatory time will be scheduled at the mutual convenience of the employee and the Department Head. It can be taken in amounts of ½ hour or larger and may be used in connection with vacation, sick, holiday and other approved leaves.
- Should employees have difficulty in utilizing their compensatory time, it shall be a proper subject of a special conference between the Department Head, Human Resources Department and/or designated representative of the Employer and the Union.
- It is agreed that the normal work week for Detention employees shall be eight (8) hours per day, forty (40) hours per week. All hours worked in excess of forty hours per week shall be compensated at the rate of time and one-half (1 ½) in cash or compensatory time at the discretion of the Employer.
- Facilities Management Supervisors: Employees shall be compensated for overtime hours at the rate of straight time. Compensation may be in the form of cash or compensatory time. In the event there is a disagreement regarding the payment method of overtime, the employee shall be paid.

Article 21 - GSC (6/10/08)

Equalization of Overtime

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

New Article (6/10/08)

Reclassification Committee

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

Initial Information:

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

After Presentation:

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

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

Temporary Assignment

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

Article 63 – GSC, New Article - JSC (6/19/08)

Employee Performance Evaluations

- Remove third sentence in the first paragraph: “The Employer is encouraged to evaluate the employee following a written reprimand for the purpose of advising the employee of his progress in the area of reprimand.”
- Add the following: “Evaluations shall not be used for discipline. Evaluations are to be used for measuring job performance. For example, an employee can be disciplined for the content of the document (e.g., failing to turn in reports timely), but not for getting a 3 on an evaluation.”

- Revise the current evaluation document. Subcommittee to be formed with three members from each side, to revise current document and add to the Performance Impact System; to be completed by end of 2008. The Union's interest is to be able to have fractional scores (e.g., 3.52, 2.15, etc).
- Add the final GSC language to the JCS contract.

Article 11 – GSC, Article 14 - JSC (6/19/08)

Vacancies, Job Postings, Bidding Procedure

- GSC Article 11, Section 2(c) – Change first sentence to read “If the vacancy is not filled as provided for in section 2.B, it shall be opened up to members of the Juvenile Court Supervisors Unit, and then opened up to all County regular / permanent employees.”
- JCS Unit Article 14, add new section #2: “If the vacancy is not filled from the JCS Unit or Trial Court staff, vacancies shall be opened up to members of Local 3052 General Supervisors Unit before all county regular / permanent employees.” Renumber remaining sections.
- Article 11 GSC & Article 14 JCS – The job posting and job description educational and experience requirements shall be identical.
- GSC Article 11, Section 3, change first sentence to read: “An employee receiving a promotion or transfer within the bargaining unit shall serve a (8) week (3) three month trial period.

Letter of Understanding (7/9/08)

Driver's License Eligibility Standards

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

Letter of Understanding (7/9/08)

Permanent Panel of Arbitrators

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

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

Tuition Reimbursement

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

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

Bereavement Leave

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

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

Leaves of Absence Without Pay

- The employer shall abide by all provisions of the Family Medical Leave Act. Such unpaid FMLA shall run concurrent with the leaves of absence without pay provisions of the collective bargaining agreement.
- Change title of the article 15 of JCS contract to "Leaves of Absence Without Pay."
- Child Care Leave—An employee who becomes a parent, either by birth or adoption, shall be granted by the Employer a leave of absence of up to six (6) months from the date of birth or adoption. An employee's position shall be held open for six (6) months for him/her while he/she is on child care leave. Life insurance, hospitalization and dental coverage shall be continued with the Employer continuing to pay the full cost of such life insurance, hospitalization and dental coverage (up to six (6) months) as are in effect for the benefit of the employee while on child care leave

Article 1 – GSC (8/13/08)

Recognition – Employees Covered

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

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

Reorganization, Consolidation or Change of Job Content

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

Article 61 – GSC (8/14/08)

Act of God

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

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

Holiday Provisions

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

All other provisions of the collective bargaining agreement apply.

APPENDIX E
WASHTENAW COUNTY FLEXIBLE BENEFITS PROGRAM

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

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

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

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

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

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

V. Optional

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

Core Plan Benefits are in bold & italic print

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

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

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

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

Flexible Credits

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

Enrollment

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

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