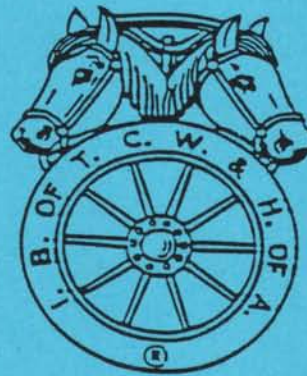


County of Washtenaw and the 14-A District Court

and

Teamsters Local #214 Probation Agents / Supervisors Unit



Washtenaw County

1997 – 2001

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PREAMBLE

This Agreement, entered into this 10th day of April, 1998 by and between Washtenaw County and the 14A District Court, hereinafter referred to as the "Employer," and Local #214, affiliated with the International Brotherhood of Teamsters. Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union."

ARTICLE 1 PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions, hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does, hereby recognize Local 214, International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, 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 which collective bargaining is mandatorily prescribed by law for the term of this Agreement for the Supervisor and Probation Officers Bargaining Unit, excluding Magistrates, Court Administrator, and Deputy Court Administrators.

It is recognized by the parties to this Agreement that the members of this unit have supervisory duties. It is further recognized that the ability of the members to perform these supervisory duties is based on the right to discipline their employees for just cause.

ARTICLE 3 DISCRIMINATION

No persons employed by the 14A District Court shall be discriminated against because of race, sex, creed, color, national origin, age, political orientation, union affiliation, sexual orientation, veterans status, marital status or non-disabling handicap except where based on a bonafide occupational qualification. The assignments and promotions are given on an equal nondiscriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a nondiscriminatory basis.

ARTICLE 4 MANAGEMENT RIGHTS

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. The Union recognizes that members of the unit are supervisory personnel and are representative and part of management for the purposes of administering the 14A District Court's policies to ensure the orderly operation of the 14A District Court and provide appropriate services to the public.

**ARTICLE 5
AID TO OTHER ORGANIZATIONS**

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

**ARTICLE 6
UNION SECURITY**

- A. AGENCY SHOP: All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is the later; and for new employees, the payment shall start thirty-one (31) days following the date of employment.

If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State laws or shall be renegotiated for the purpose of adequate replacement.

- B. 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 (8) of this article unless:

1. The Union first has notified the employee by Certified letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the 14A District Court for termination as provided in this Article.
 2. The Union has furnished the 14A District Court with written proof that the procedure of Section B (1) of this article has been followed or has supplied the Court with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the 14A District Court to terminate the employee, the following by written notice: "The Union certifies that _____ has failed to tender either the periodic or uniformly required Union dues or service charge 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 14A District Court shall terminate the employee."
- C. The Union shall indemnify and save the 14A District Court harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Article 7.

**ARTICLE 7
UNION DUES, INITIATION FEES OR SERVICE CHARGE:**

- A. Payment of Checkoff - During the life of this Agreement and in accordance with the terms of the form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge levied in

accordance with the Constitution and Bylaws of the Union from the pay of each employee who executed the following Authorization for Payroll Deduction form. New members will be permitted to have deducted monthly during their probationary period a prorated portion of the initiation fee as set by the Secretary-Treasurer of Local 214. Dues deduction shall begin on the seventh month of employment. The Union shall notify the 14A District Court, in writing, as to the initiation fees and monthly dues. Any changes in these amounts shall be given in writing to the 14A District Court.

- B. When Deductions Begin - Check off deductions under a properly executed Authorization for Checkoff of Dues or Service Charge forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly.
- C. Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with:
 - (1) a list for whom membership dues have been deducted, and (2) a list for whom service charges have been deducted by the tenth (10th) day of the month following the payday that the dues and charges were deducted.
- D. Disputes Concerning Membership - Any dispute arising as to the employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure.

ARTICLE 8 STEWARDS

The Employer recognizes the right of the Union to designate a Chief Steward and in Alternate Chief Steward, one of whom shall be elected from the Probation Agent classification and the other from the Clerical Supervisory classification.

The authority of the Steward shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation in accordance with the provisions of the Grievance Procedure.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officer, provided, such messages and information:
 - 1. Have been reduced to writing, or
 - 2. If not reduced to writing, are a routine nature and do not involve work stoppages, slowdowns, or any other interference with the work of the County or District Court.
- C. The Steward shall be permitted reasonable time to investigate, present, and process grievances on the premises of the District Court without any loss of time or pay during his/her regular working hours. Such time spent handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.
- D. Before a Steward exercises his/her union responsibilities, the Court Administrator or if absent, the Deputy Court Administrator, shall be notified.

**ARTICLE 9
UNION BARGAINING COMMITTEE**

Employees covered by this Agreement will be represented by a negotiation committee consisting of at least one member from the supervisory classification plus a Teamsters Union representative and any attorney or resource personnel if required. All bargaining by the parties shall commence during the regular work day unless agreed otherwise. Employees shall not suffer the loss of pay as a result of negotiations.

**ARTICLE 10
CONTRACTING AND SUBCONTRACTING OF WORK**

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

**ARTICLE 11
CONSOLIDATION AND ELIMINATION OF JOBS**

The Employer agrees that any consolidation and/or elimination of jobs within the unit, shall not be effected without prior consultation with the Union.

**ARTICLE 12
STRIKES AND LOCKOUTS**

The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period, there will be no lock outs.

**ARTICLE 13
COUNTY AND 14A DISTRICT COURT DEPARTMENT RULES**

The County of Washtenaw or the 14A District Court may promulgate reasonable Personnel rules for use in the County and the 14A District Court. These rules must be submitted by the Human Resources Director to the Deputy Court Administrator's Office, if they are County rules or by the 14A District Deputy Court Administrator if they are departmental rules, to the Chief Judge of the District Court. Court rules shall take precedence over County rules, this Agreement shall take precedence over either one. These rules shall be posted permanently and a copy sent to each member in the bargaining unit. A meeting shall be held with Union representatives to discuss the Union's views of the rules prior to the implementation.

**ARTICLE 14
GRIEVANCE PROCEDURE**

- A. Purpose - The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement, and about alleged violations of this Agreement, including discipline not involving time off.
- B. Informal Resolution - The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision.
- C. Timely Action - It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure,

provided the grievance is filed within fifteen (15) work days from the date the grievance occurred, or fifteen (15) work days from a pay day if it is a compensation matter.

D. Grievances shall be processed according to the following procedure:
STEP 1 - In the event a grievance cannot be satisfactorily settled by informal resolution, the Union shall file a grievance with the Deputy Court Administrator within fifteen (15) working days of the event giving rise to the grievance on behalf of the employee. Such grievance shall be in writing, upon a form provided by the Union, to the Deputy Court Administrator. The employee and the Steward shall sign the grievance forms. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based and citing alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The Deputy Court Administrator shall give his/her decision in writing to the Union and the employee within five (5) work days after the grievance has been presented to him/her.

STEP 2 - If the grievance is not settled in Step 1, and is appealed to the Second step, the Union shall present the grievance to the Court Administrator within five (5) working days after the receipt of the first step answer. The Court Administrator shall give his/her decision, in writing, to the appropriate Union Steward or Alternate Steward, if available, otherwise to the employee within five (5) working days after the grievance has been presented to him/her.

STEP 3 - If the answer is unsatisfactory to the Union it shall have the right to appeal to the Chief Judge. Such appeal must be made within five (5) working days from the date of the Court Administrator's written response. The Chief Judge and/or his/her designated representative within ten (10) working days from the date of receiving the appeal will either render a written decision or hold a meeting to discuss the grievance. In the event a meeting is to be held, the Union Representative may meet for thirty (30) minutes prior to this meeting with the grieving employee. The Chief Steward shall be allowed reasonable work time to investigate the nature of the grievance he/she is to discuss with the Chief Judge and/or his/her representative.

If a meeting is held, the Chief Judge shall have five (5) working days in which to file an answer, in writing, to the appropriate Union Representative. In lieu of filing an answer, the Chief Judge may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the Federal Mediation and Conciliation Services shall be used in making a selection. In such a case the decision of the arbitrator shall be binding on both parties.

STEP 4 - If an answer of the Chief Judge is unsatisfactory to the Union, the grievance may be submitted to either a mutually agreeable arbitrator or to the Federal Mediation and Conciliation Services, provided that such submission is made within thirty (30) work days after receipt by the Union of the Chief Judge's answer. Any grievance which has been processed through Step 3 of the grievance procedure may be submitted to arbitration, except in cases of discharge due to embezzlement of public funds, theft of co-worker's property, or sexual contact with clients which would violate professional propriety. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in a grievance procedure. The decision of the arbitrator shall be binding on both parties.

E. Cost of Arbitration - If a grievance is submitted to the arbitrator by the Chief Judge under Step 3, the County shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by the Union under Step 4, the County and the Union shall each pay one half of the arbitrator's fee.

F. Power of Arbitration - the power and jurisdiction of any arbitrator chosen under the terms of this Agreement shall be limited to a decision as to whether or not there has been a violation of a provision of this Agreement. The arbitrator shall not be empowered, and shall have no jurisdiction to base his/her award of any alleged practice or oral understanding which is not incorporated in writing. The

arbitrator shall be without power or authorization to make any decision contrary to, or inconsistent with or modifying or varying in any way, or adding to, or subtracting the terms of this Agreement.

- G. Time Limitations for Grievance Procedure - If the grievance is not timely filed or if no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the action or decision. Conversely, if an answer in writing is not made within the prescribed time limit, or extended by mutual agreement, it may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due. Time limits may be extended by written agreement.
- H. Grievance Form - The County and Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared and provided by the Union to employees as requested. This form shall be used in filing a grievance.

ARTICLE 15 DISCIPLINE AND DISCHARGE

The Employer reserves the right to discipline and discharge for just cause.

- A. Notice of Discharge or Discipline - When an employee has engaged in conduct which could lead to discharge or discipline involving time off, the employees department head or their designated representative will notify the employee of the events giving rise to possible disciplinary action. Before any action is taken the department head or his/her designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his/her Union representative on the Employer's premise prior to meeting with the department head and to have his/her Union representative present when he/she meets with the Department head. If disciplinary action is taken, the employee will be notified in writing with a copy to be given to his/her Union representative.
- B. Appeal of Discipline or Discharge - Should the discharged or disciplined employee consider the discipline or discharge to be improper, a written complaint specifying the reasons therefor shall be presented through the Chief Steward to the Chief Judge within seven (7) work days of the discharge or discipline. After receiving a complaint, the Chief Judge of his/her designate shall hold a meeting with the complaining employee, the Chief Steward, the employee's Department head, and any other necessary parties. This meeting shall be held within seven (7) work days after the receipt of the complaint. The Chief Judge or his/her designate will give a written answer within seven (7) work days after the meeting. If the Chief Judge's answer is not satisfactory to the employee and to the Union, the matter should be referred to the final step of the grievance procedure within thirty (30) work days of receipt of the Chief Judge's answer. In discharge cases, the parties may mutually agree to request expedited arbitration. The decision of the arbitrator shall be final and binding on both parties. This section is the exclusive contractual remedy for cases involving discharge and discipline.
- C. Use of Past Record - In imposing any discipline on a current charge, the Employer will not base his/her decision upon any prior infractions of County or departmental rules or regulations which occurred more than two (2) years previous, unless related to the current incident of discharge or discipline. Immediate discharge or discipline may occur for falsification of any employment application or record. There shall be no time limit on the use of past records in these cases.

**ARTICLE 16
SENIORITY**

The parties agree to the following definitions of seniority:

1. Bargaining unit seniority shall mean an employee's total length of creditable service in a position contained in the bargaining unit, without a break in service. Employees may utilize bargaining unit seniority for promotions, temporary assignment, transfers or job bidding, and for purposes of layoff.
2. County seniority shall mean an employee's total length of service with either the County or Court system either district or circuit without a break in service and shall be used for purposes of longevity, vacation, and retirement benefits.

**ARTICLE 17
LOSS OF SENIORITY**

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

1. He/she quits or retires.
2. He/she is discharged and the discharge is not reversed through the procedure as set forth in the Agreement.
3. He/she is absent for five consecutive working days without notifying the Employer. Exceptions may be made. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made in any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made with the consent of the Employer.
5. Return from sick leave and leaves of absence will be treated the same as above.

**ARTICLE 18
SENIORITY LIST**

1. Seniority shall not be affected by age, race, sex, marital status, or dependence of the employee.
2. On the effective date of this Agreement, the Employer shall prepare a seniority list which shows the dates of hire, the names and job titles of all employees within the bargaining unit entitled to seniority.
3. The Employer will keep the seniority list up to date at all times and will provide the Chief Steward with up-to-date copies every January and June.
4. The Chief Steward will notify the Union monthly of new hires and terminations within the unit.

**ARTICLE 19
LAYOFFS**

1. "Layoff" means a reduction in the work force due to reasons of lack of work, lack of funds, reorganization, or the elimination of a position.
2. In the event it becomes necessary for a Layoff, the Employer shall meet with the designated Union representative thirty (30) days prior to the effective date. At such meeting, the Employer shall submit a list of the number of employees in the bargaining unit scheduled for lay off, their names, seniority, job titles, and work locations.
3. Layoffs of regular unit full-time employees shall be strictly by seniority within a classification and then within the bargaining unit, provided the employee is qualified to perform the job.
4. Prior to the laying off of any regular employee, probationary and temporary employees within the unit classifications shall be laid off.
5. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.
6. When the Employer fills old unit positions, or newly created unit jobs, employees on lay off status will be reinstated in order of their seniority for any unit position which they are qualified to hold before new job applicants are considered. Recall rights shall last for the length of the employee's unit seniority, but in no case longer than two (2) years.
7. This bargaining unit is considered to be independent of and not subject to any County wide, interdepartmental transfer, resulting from a layoff in another bargaining unit.

**ARTICLE 20
UNIT PROMOTIONAL VACANCY**

- A. A unit promotional vacancy is defined as a position within this unit which is assigned a pay grade higher than the employee's current pay grade.
- B. When a regular full-time promotional unit position becomes available, it shall be posted internally for five working days prior to filling the position. If not filled from within the unit, it may be filled by other appropriate means.
- C. Employees interested in applying for a promotion into a vacant unit position in response to an internal posting must submit that request in writing to the Court Administration Office within the deadline given on the posting.
- D. As soon as possible following the position posting, all qualified applicants will be scheduled for an interview and testing session.
 1. Areas considered shall be: work record, education level, previous evaluations, seniority, job experience, personnel policies, and knowledge of the court system.
 2. The points or percentages awarded to each category considered during the promotional process will be noted on the unit promotional vacancy posting.
 3. The interviewing will, where possible, be conducted by at least two interviewers. In most cases the Court Administrator and Deputy Court Administrator.

4. The Employer will select the candidate who best meets the necessary qualification for the position. If two or more candidates have similar qualifications, the most senior candidate shall be awarded the position subject to the concurrence of the Chief Judge.
- E.
1. An employee who receives a promotion will be considered to be on a probationary status for a period of six (6) months. A two and four month interim evaluation will be done to notify the promoted employee of their progress, and of any areas that must be improved in order to remain in the higher position. Another evaluation will be completed at the end of the probationary period indicating either removal or retention of the employee in the promotion position. Should it be deemed appropriate this probationary period may be extended for an additional three (3) months.
 2. At any time during this probationary period, the employee may be returned to their former position level upon recommendation with reasons given from the supervisor or Deputy Court Administrator or the approval of the Court Administrator.
 3. If any employee fails to complete their probation period and is returned to their former status, there is no guarantee that they will be placed in their previous work location.

**ARTICLE 21
CLASSIFICATION / MODIFICATION**

Prior to an employee being assigned duties or responsibilities that are not related to his/her present position, the Employer agrees to meet with the Union to discuss whether or not the assignment of duties will result in a reclassification of the employee's present position or the creation of a new position, whether or not the assignment of duties will result in a change in compensation, and if a new position is created, the manner of filling said position (e.g. transfer, reclassification, or posting of a new position). Assignment of duties will not be made for the purposes of reducing an employees pay.

**ARTICLE 22
TEMPORARY ASSIGNMENTS**

1. The Deputy Court Administrator shall determine when a vacancy exists and should be filled. Temporary assignments for the purpose of filling vacancies of employees who are absent will be made by the Deputy Court Administrator under the authority of the Chief Judge.
2. Employees who are temporarily assigned to another position classification for one (1) month, will be placed in Step 1 of the new pay range. However, if Step 1 of the new pay range is found to be less than one step increase above the employee's previous rate, the employee shall receive an additional step or steps to establish the equivalent of a one-step increase in pay for those assignments lasting one (1) month or more.
3. If an employee is temporarily assigned to a lower paid position, they shall not be subject to a pay cut.
4. No temporary assignment of an employee shall exceed ninety (90) calendar days without the consent of the employee. After ninety (90) days the employee requesting to be relieved of the temporary assignment shall be returned to their former position at the former rate of pay.

**ARTICLE 23
CHANGE OF ASSIGNMENT**

- A. For the purpose of this policy, an assignment is defined as retaining the present pay grade and position number while changing assigned work locations.
- B. Not all reassignments will be voluntary. The Deputy Court Administrator, through the authority of the Chief Judge, retains the absolute right to assign and reassign employees as deemed necessary. Prior to any involuntary reassignment, the court will meet and confer with the employee to notify him/her of the assignment change. The employee may have a Union representative present if he/she so requests.
- C. Assignment openings, where possible, will be posted internally for five (5) working days prior to filling the position unless factors regarding the job make it inappropriate to do so. If not filled from within, it may then be posted to the public for their consideration.
- D. Employees interested in applying for a change in assignment into a vacant unit position in response to an internal posting, must submit that request in writing to the Court Administration Office within the deadline given.
- E. The employee with the greatest unit seniority of the reassignment candidates will be considered first. If his/her change request is denied, the applicant with the next highest unit seniority will then be considered.
- F. The final decision will then be made by the Deputy Court Administrator under the authority of the Chief Judge.
- G. As soon as possible following the posting, a decision will be made and the affected employees notified.

**ARTICLE 24
TRAINING AND EMPLOYEE DEVELOPMENT**

The parties agree that for the good of the Court, employees should be encouraged to participate in training and in employee programs. To this end, the Employer shall attempt to develop in-service training or make available out-service training to meet the needs of the Court.

**ARTICLE 25
TUITION REIMBURSEMENT**

- A. Any full-time employee who has had one year of County service shall receive fifty percent (50%) financial reimbursement for tuition and fees for courses that meet one of the following conditions:
 - 1. The course is directly related to the assigned duties of the staff member in his/her present position and a direct application of knowledge to be gained in the course can be clearly stated.
 - 2. The course is in preparation for possible future duties that may be assigned a staff member in his/her present position or upon reassignment (promotion).
 - 3. Courses are either required or elective subjects necessary to obtain a diploma, certificate, or degree provided that the total program has first been approved by the Employer.

- B. A passing grade or, if no grades are given for the course, certification of completion of course requirements, is necessary and a copy of evidence is to be presented to the Employer in order to receive any reimbursement.

**ARTICLE 26
VACATION LEAVE**

- A. All unit employees, both full-time and part-time, are eligible to accumulate and receive vacation leave benefits. Vacation leave is based on length of continuous service with no vacation leave being earned during a leave of absence without pay. No employee is entitled to take vacation leave until six months of employment have been successfully completed.
- B. The times at which an employee may take a vacation are determined by supervisors, Deputy Court Administrator, or the Court Administrator with due regard to the wishes of the employees and the needs of the Court. Advanced notice as specified by the Supervisor or Administrator is necessary so that there is sufficient time to make a vacation schedule and to arrange the work of the Court accordingly.
- C. The maximum amount of vacation leave earned per month for each regular full-time unit employee is as follows:
 - 1. In the first year of employment they shall earn 7.5 hours per month, or a total of 90.0 hours per year.
 - 2. Employees in their second through fifth year of continuous service, but less than six years, shall earn 9.3840 hours per month, or a total of 112.608 per year.
 - 3. Employees in their sixth through tenth year of continuous service, but less than eleven years, shall earn 11.2590 hours per month, or 135.108 per year.
 - 4. Employees in their eleventh through fifteenth year of continuous service, but less than sixteen years, shall earn 12.50 hours per month, or 150.0 hours per year.
 - 5. Employees in their sixteenth through twenty-first year of service, but less than twenty-two years, shall earn 13.7588 hours per month, or 165.1056 hours per year.
 - 6. Employees in their twenty-second and more years of continuous service shall earn 15.6338 hours per month or 187.6056 hours per year.
- D. Regular part-time employees shall accrue vacation leave on a pro-rated basis.
- E. Vacation leave earned is computed from the first working day of the employee. If a legal holiday falls within the employee's vacation period, the employee will not be charged with a vacation day for that holiday.
- F. The amount of vacation leave charged to an employee is equal to the number of hours the employee would normally have worked during the vacation period.
- G. Unit employees may accumulate up to two (2) times the amount of their annual vacation accrual. However, any vacation time earned over this amount must be used or it will be lost. These excess days are subtracted from the accrued amount effective December 31st of each year.
- H. Upon severance, employees will be paid for any vacation days that remain unused.

**ARTICLE 27
SICK LEAVE**

- A. Sick leave is not a privilege which employees may use as additional leave time, but a benefit which may be used only in cases of sickness, pregnancy, disability, or to seek medical treatment. Submission of an application for leave claiming sick leave benefits for other than these reasons shall be considered a falsification of court records. Use of sick leave may not substitute for other types of leave. While absent from work due to illness or injury, employees shall be paid from their sick leave credit as provided herein. Sick leave may be used in the case of serious illness in the employee's immediate family where the presence of the employee is necessary. For the purposes of this section, immediate family is defined as parent of employee or spouse, spouse, sibling, child, grandparent, brother or sister of spouse, grandchild, someone with whom the employee has a legal guardian relationship, or a related member in an employee's household.
- B. To receive compensation while absent on sick leave, employees shall notify their supervisor prior to or within one hour after the time set for the beginning of the work day. When absences are for more than five (5) days, employees are required to file a physician's certificate. No sick leave shall be granted without the approval of their supervisor, the Deputy Court Administrator, or the Court Administrator.
- C. The Deputy Court Administrator may require a doctor's excuse for sick leave claimed for a day immediately preceding or following a holiday or a weekend including a Friday or Monday holiday.
- D. All regular full and part-time Court employees are eligible to accumulate sick leave benefits from the first pay period on the job and may use sick leave after completion of the first pay period, up to the amount accumulated at the time of the illness.
- E. Regular full-time employees are entitled to sick leave credit of one working day for each month of service, except that no sick leave credit can be earned during a leave of absence without pay. Sick leave is computed from the first working day of the employee, and is posted to the employee's accrual record approximately mid-month. The amount of sick leave charged against an employee absent on sick leave shall be equal to the number of regularly scheduled hours the employee would have otherwise have worked.
- F. Regular part-time employees are entitled to sick leave credit on a prorated basis.
- G. There is no limit to the number of hours of sick leave which an employee may accumulate.
- H. Payment will be made for fifty percent (50%) of unused sick days upon severance after five (5) years or more of continuous County employment.
- I. An employee may accumulate in excess of one hundred-twenty (120) days for use only as sick time. There shall be no payment whatsoever for any days accumulated in excess of one hundred-twenty (120) days.

**ARTICLE 28
ADVANCED SICK LEAVE**

The Court Administrator or Deputy Court Administrator may authorize an advance of sick time not yet earned up to a maximum of five additional paid sick days to an employee for demonstrated serious reasons. Any employee absences for sickness for which applicable sick time is not available will be recorded as leave without pay. Prior to requesting advancement of paid sick time (not yet earned) the employee must use any accumulated vacation.

Permission to borrow or use advanced sick time not yet earned must be requested by the employee in writing if the employee is capable.

Prior to approval, employees will also be required to submit a signed statement authorizing the County to deduct payment for any accrued negative sick days from the total wages due in the event such employee terminates employment with the Court prior to attaining a positive sick leave balance.

**ARTICLE 29
EXTENDED SICK LEAVE**

- A. An employee who is ill or disabled and has exhausted all leave credits may apply in writing to the Deputy Court Administrator for an extended sick leave of absence without pay. such leave may be granted in up to ninety day segments as determined by the employee's doctor for up to one (1) year.
- B. An application for illness leave must be in writing and be accompanied by a statement from the physician stating the need.
- C. A doctors statement may be requested at each ninety (90) day interval and reviewed by the Deputy Court Administrator's Office. However, in no case shall an illness leave be denied until on (1) year has elapsed.
- D. An employee's position, or a comparable position, will be held open for them for six (6) months while they are on sick leave. After the six (6) month period, the Court shall attempt to place the person in another position. Sick leave may be granted without loss of seniority for a period of one (1) year and may be extended upon approval by the Deputy Court Administrator.
- E. Life insurance, hospitalization and dental coverages shall be continued with the Employer providing such life insurance, hospitalization and dental coverage for up to six (6) months.

**ARTICLE 30
PERSONAL BUSINESS LEAVE**

- A. All employees in this unit may take up to two (2) accrued sick days and three accrued vacation days per year as personal leave days.
- B. Employees wishing to utilize accrued sick days as personal leave should notify their supervisor within at least three (3) days from the affected date. The supervisor must be notified no later than 8:30 a.m. of the leave date.
- C. Any employee utilizing accrued vacation leave as personal leave time must notify his/her supervisor at least three (3) days in advance.
- D. Personal leave days must be taken separately (one at a time) and cannot be used in connection with an official Court holiday, sick leave, annual leave, or compensation leave.
- E. It is the responsibility of the employee to insure that they do not take more than two accrued sick days and three accrued vacation days per year as personal leave. any time claimed as personal leave above this will automatically be processed as leave without pay.
- F. Personal leave days are not "bankable" and will not accumulate from year to year.
- G. Personal leave days are available to an employee immediately upon accrual.

**ARTICLE 31
HOLIDAY LEAVE**

- A. The following days are designated as regularly scheduled paid holidays:
- New Year's Day
 - Martin Luther King Day (3rd Monday in January)
 - President's Day
 - Good Friday (1/2 day only)
 - Easter Sunday
 - Memorial Day (Last Monday in May)
 - Independence Day - July 4th
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veteran's Day (November 11th)
 - Thanksgiving Day (4th Thursday in November)
 - Day after Thanksgiving
 - Christmas Eve Day (1/2 day only)
 - Christmas Day
 - New Year's Eve Day (1/2 day only)
- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday.
- C. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- D. Employees will be paid their current rate based on their regular scheduled work days for said holidays. This does not apply to Easter Sunday.
- E. When Christmas and New Year's fall on a Sunday or Monday, the Eve (1/2 day) will not be granted as time off.

**ARTICLE 32
PARENTING LEAVE**

- A. An employee who becomes a parent either by birth or adoption, may be granted a leave of absence of up to six (6) months from the date of birth or adoption. Employees may take a one (1) year leave of absence due to pregnancy. The leave will be without pay unless the employee desires to use accumulated leave time benefits. All leave(s) must be applied for in writing. A request for maternity leave must be in writing and accompanied by a physicians letter.
- B. A child care leave or maternity leave shall be without a loss in seniority for a period of one (1) year.
- C. An employee's position shall be open for six (6) months for him/her while he/she is on child care leave, or he/she will be placed in a comparable position upon return from leave.
- D. Life insurance, hospitalization and dental coverage shall be continued with the Employer continuing to provide such life insurance, hospitalization, and dental coverage up to six (6) months. The same coverages shall be in effect for the benefit of the employees not on leave.
- E. Prior to maternity leave, if it is necessary for the Employer to restrict work-related activities, a doctor's certificate must be provided specifying the restrictions.

- F. A child care leave may be extended for an additional six (6) months and Employer will attempt to place the individual in a position of equal pay within the Court upon return.
- G. If an employee fails to return to work at the end of the maternity/child care leave or any approved extension thereof, they will be considered to have voluntarily quit.
- H. Any employee returning to work after a child care/maternity leave will give a two (2) week notice of their intent to return to work.

**ARTICLE 33
FUNERAL LEAVE**

- A. An employee shall be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave or annual leave, for a death in the immediate family. Immediate family is defined as a spouse, parent of employee or their spouse, sibling, child, grandparent, brother or sister of spouse, grandchild, aunt, uncle, or someone with whom the employee has legal guardian relationship, or a related member in an employee's household and all such relatives of one's spouse.
- B. An additional two (2) funeral leave days with pay shall be granted in the event of the death of a spouse, parent, or child of the employee or the employee's spouse.
- C. An employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay not to be deducted from sick or annual leave.
- D. Employees have the right to use personal or vacation leave for the funeral of those other than those of the immediate family.

**ARTICLE 34
LEAVE FOR UNION BUSINESS**

Two members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed, subject to the prior approval of the Department Head and/or the Chief Judge, a combined maximum of five (5) days off with pay to attend such conference and/or conventions per fiscal year.

**ARTICLE 35
MILITARY LEAVE**

- A. Reinstatement of Seniority Employees: An employee who enters into active service in the Armed Forces of the United States; upon termination of initial term to include voluntary extension of such service, shall be offered reemployment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.
- B. Probationary Employees: A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus the probationary period.

C. Leave of Absence for Veterans:

1. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves 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.
2. 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 with the County when they are on full time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except the Employer may extend this limit in proper cases.

**ARTICLE 36
OTHER LEAVES**

Application for other leaves of absence requested by an employee must be made in writing to the Deputy Court Administrator and shall not be granted without the approval of the Deputy Court Administrator or Chief Judge.

**ARTICLE 37
COMBINED TIME OFF**

A committee shall be established outside of negotiations to study the use of combined time off. A representative from the *Teamsters, Local 214, Probation Agents & Supervisors Unit*, shall be included in this committee. The findings of the committee shall be subject to future negotiations outside of the current collective bargaining agreement.

**ARTICLE 38
SAFETY AND WORKER'S COMPENSATION**

- A. The Employer agrees to work in conjunction with the Union to follow guidelines established by OSHA and MIOSHA to insure the safety of all employees of the 14A District Court.
- B. If an on the job injury or accident occurs, or if an unsafe condition exists, employees shall immediately report the situation to the supervisor so that appropriate action may be taken.
- C. All employees injured, or possibly injured, on the job must report to the designated clinic. If the injury is such that it is of a life threatening nature, a local hospital's emergency room may be utilized. The supervisor, or his/her alternate, will provide you with a signed form allowing you to receive treatment at one of those clinics.
- D. The injured employee's supervisor is responsible to complete and turn in to the Deputy Court Administrator's Office a completed Supervisor's Accident Report Form. This must be accomplished before the end of that business day.
- E. 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.

- F. 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 39
HOURS OF WORK**

The normal work week for the employees of the 14A District Court is thirty-seven and one half (37 1/2) hours, consisting of five consecutive seven and one half (7 1/2) hour work days. The normal full-time schedule is from eight o'clock a.m. until four-thirty p.m. (8:00 a.m. to 4:30 p.m.) each Monday through Friday. Each employee is entitled to a one hour lunch break during the work day.

Present practices pertaining to hours of work during the work day in the work week shall be continued for the duration of this contract, provided however, that when changes are required, the Employer shall notify the Union thirty (30) days prior to the tentative implementation date of such anticipated change in order to afford the Union an opportunity to negotiate with the Employer in reference to said change.

**ARTICLE 40
OVERTIME**

- A. No overtime may be worked without the prior authorization of the Court Administration or the Deputy Court Administrator. Should neither be available, the Chief Clerk may authorize the requested overtime.
- B. Any time worked in excess of thirty-seven and one half hours (37 1/2), but less than forty (40) hours shall be in comp time on an hour by hour basis. Any hours over forty (40) hours shall be at one and one-half (1 1/2) comp time for all hours worked.

**ARTICLE 41
REST PERIODS OR LUNCH HOUR**

All employees shall be entitled to two fifteen minute rest periods or coffee breaks during each seven and one-half hour shift. The lunch period shall not be considered a rest period or coffee break period. If an employee is working overtime, he/she shall be allowed a rest period or coffee break after each two hour period and at the end of four hours a lunch period shall be allowed.

Breaks are lost if not used and cannot be utilized in conjunction with lunch or to make up for early departures and/or late arrivals.

**ARTICLE 42
COMPUTATION OF BENEFITS**

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

**ARTICLE 43
PAY ADVANCE**

If a regular pay day falls during the employee's vacation or he/she is to be on vacation for two weeks or longer, he/she shall be entitled to receive that check in advance before going on vacation. An employee must make a request through their supervisor, in writing, two weeks in advance if he/she desires to receive a pay check before leaving. Two advance pay checks per request is the maximum allowed.

**ARTICLE 44
PAY PERIODS**

Employees shall be paid every other Friday.

**ARTICLE 45
GROUP LIFE INSURANCE**

- A. The employer agrees to pay full cost of premiums for life insurance for regular salary or hourly rate employees who work thirty hours or more per week. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six months following the date of hire. The amount of life insurance is based on one (1) times the annual base salary including longevity payments but excluding overtime payments, adjusted to the next higher five hundred dollars.
- B. The amount of life insurance ranges between eight thousand dollars minimum and thirty-five thousand dollars maximum based on one times the annual base salary including longevity payments but excluding overtime payments adjusted to the next higher five hundred dollars if not already a multiple of five hundred dollars.

EXAMPLE:

- 1. All employees earning eight thousand dollars or less are insured for eight thousand dollars.
 - 2. All employees earning eight thousand and one dollars to eight thousand five hundred dollars are insured for eight thousand five hundred dollars, etc.
 - 3. All employees earning thirty-five thousand dollars and above are insured for thirty-five thousand dollars.
- C. The employer agrees to provide a supplemental life insurance program for those employees who are desirous of participating. Any employee who is desirous of participating in such supplemental life insurance will be allowed to do so at the employees expense and the Court and County agrees that the expense for said insurance or the monthly premium may be deducted through payroll deductions upon authorization of the employee.

**ARTICLE 46
JURY DUTY**

- A. An employee who serves on Jury Duty or is subpoenaed as a witness will sign their jury duty or witness fee over to the County and will be paid their regular compensation. Mileage shall not be deducted from the portion which the Court pays the employee.
- B. A regular part-time employee shall be compensated at regular rates for those hours that the employee serves on Jury Duty or Witness Service which coincides with hours the employee would have been at work. However, if the summons as a witness is work related all hours served shall be paid.

**ARTICLE 47
LONGEVITY**

All employees covered by this contract in the active pay status of the County as of October 1st on any calendar year shall be entitled to receive longevity for the length of continuous service with the County according to the following schedule of payments:

- A. Upon completion of five years of service and less than ten years, three percent (3%) of salary.

 Upon completion of ten years of service and less than fifteen years, five percent (5%) of salary.

 Upon completion of fifteen years and less than twenty years, seven percent (7%) of salary.

 Upon completion of twenty years and over, nine percent (9%) of salary.
- B. Longevity shall be computed as a percentage of the form W2 gross earnings, exclusive of any amount for prior longevity payments for the calendar year proceeding the year of payment.
- C. Payment to employees who become eligible for longevity by October 1st of any year shall be paid no later than fifty percent (50%) on June 15th, and fifty percent (50%) on December 15th in each year.
- D. Employees utilizing paid sick leave, vacation, funeral leave, or unpaid illness, maternity, or prolonged illness in the immediate family shall be deemed eligible for longevity and the hours used shall be deemed as time worked.
- E. Should an employee leave employment with the Court for any reason, the employee's longevity will be paid on a pro-rated basis for each completed month of service with the Court from October 1st, unless said employee is transferring to a County position, then he/she shall maintain their accumulation of active service.

**ARTICLE 48
MERIT INCREASE**

Wage and salary merit increases shall be made on the basis of performance and service in the amount and as provided in the classification schedule. The increases are dependent upon written recommendation of the Supervisor and must be approved by the Deputy Court Administrator.

Prior to recommending an individual for a merit increase, the employee's job performance shall be reviewed on the appropriate form. Such review shall be conducted by the Supervisor, Deputy Court Administrator, Court Administrator, or the Judge as appropriate.

Employees shall have access to their evaluation forms and to their personnel files upon request to the Deputy Court Administrator's office and shall have an opportunity to make written responses to all evaluations.

ARTICLE 49
HOSPITALIZATION - MEDICAL - DENTAL CARE

All regular full-time unit employees are eligible for the Blue Cross/Blue Shield group hospital, medical, surgical, dental and prescription co-pay insurance coverage provided by Washtenaw County or its equivalent coverage.

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 \$5.00, 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

Enrollment in County flexible benefits program in 1995 to commence 1/1/96.

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 \$5.00, 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:

Enrollment in County flexible benefits program in 1995 to commence 1/1/96.

**ARTICLE 50
UNEMPLOYMENT COMPENSATION**

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

**ARTICLE 51
CAR OR MILEAGE ALLOWANCE**

The Employer agrees to reimburse employees for the use of their personal car while on assignment, at the rate allowed by the Internal Revenue Service (IRS) effective the first full month following the Board of Commissioners approval.

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

**ARTICLE 52
EXPENSE ACCOUNT**

The Employer agrees to reimburse the employee for all reasonable expenses incurred, meal, lodging, etc., while away from the work station in the performance of his/her duties. The Washtenaw County Travel and Reimbursement Policy shall apply to all members of the Union.

**ARTICLE 53
PARKING**

The Employer agrees to continue to provide free parking at the County Service Center, the 14A-2 District Court in Ypsilanti, and at 14A-4 District Court in Saline.

**ARTICLE 54
RETIREMENT AND SOCIAL SECURITY**

Washtenaw County Employees' Retirement System

A retirement program exists and deductions are made each pay day for deposit to the Employee's Retirement Plan. Deductions start at the beginning of an employee's service with the Employer and equal to three (3) percent of the first four thousand two hundred (4,200) dollars of his annual compensation and five (5) percent of the portion of his annual compensation in excess of four thousand two hundred (4,200) dollars. The Employer also contributes each year an amount that presently is approximately one and one-half (1 1/2) times the employee's contributions.

Benefits are based on salary and length of service, being equal to one and two tenths (1.2) percent of final average salary up to four thousand two hundred (4,200) dollars, one and seven tenths (1.7) percent of salary above four thousand two hundred (4,200) dollars, multiplied by the number of years of service upon retirement. The result of this computation is the amount of annual retirement benefit.

Final Average Compensation is the average of the compensation paid the employee by the Employer during the period of five (5) consecutive years of service which produces the highest average. The five (5) 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 contribution in the fund and begin drawing pension benefits at age sixty (60).

Employees may retire at age fifty-five (55) with reduced benefits providing he/has twenty-five (25) or more years of service. Employees must retire at age sixty-five (65) unless extension of service is granted.

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 on request.

The Employer agrees to pay the premiums for Blue Cross and Blue Shield Medicare Supplement Insurance and for two thousand (\$2,000) dollars of life insurance for employees retiring. A Retirement Commission administers the Retirement System and any questions about retirement should be directed to the Chairman of the Retirement Commission in writing.

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 roles.

Money Purchase Pension Plan

Effective January 1, 1989 the Employee's Retirement Plan (Plan A) will be modified for those employees who retire or leave Plan A after January 1, 1989, as follows:

1. Deductions start at the beginning of an employee's service with the Employer and equal **six (6)** percent of his/her annual compensation.
2. Benefits are based on salary and length of service, being equal to two (2) percent of salary, multiplied by the number of years of service upon retirement. The result of this computation is the amount of annual retirement benefit.
3. 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.

Effective January 1, 1989 current employees will have the option of:

1. remaining in the Employees Retirement Plan (Plan A);
2. freezing their benefits in Plan A and participating in the Washtenaw County Money Purchase Pension Plan (MPPP);
3. withdrawing from Plan A and participating in the MPPP.

All employees hired on January 1, 1989 and thereafter will be covered by the MPPP and not Plan A.

For those in the MPPP, deductions start at the beginning of an employee's service with the Employer and equal six (6) percent of his/her pay. The Employer also contributes an amount equal to six (6) percent of the employee's pay.

Except as otherwise provided herein, the provisions of the MPPP as set forth in the "Washtenaw County OPTION C RETIREMENT PLAN Primary Features of 401(a) (Money Purchase Pension Plan) and the (Washtenaw County Money Purchase Pension Plan) both adopted by the Washtenaw County Board of Commissioners on December 19, 1984 are incorporated herein and made a part hereof.

The Local Union will be notified prior to employee educational sessions on pensions and have representation at said sessions.

Effective 1/1/1998 -- MPPP

The employee deduction will equal 7.5% of total wages, and the employer contributes an equal amount each pay period.

The employer will provide medical insurance for retirees starting at age 60 with a minimum of eight (8) years of service.

Employees may retire at age 55 with a minimum of eight (8) years of service, with medical insurance commencing at age 60.

Implement "Rule of 75." Employees may retire at a minimum age 50 with full benefits providing he/she has service credit with Washtenaw County to equal 75 (e.g., 50 years old with twenty-five (25) years of service).

Employees who were members of the WCERS and who elected to "cash-out" and/or freeze their distributions into the WCERS and participate in the MPPP shall be allowed to buy-back previous service credits into WCERS for a one year period commencing January 1, 1998 and continuing through December 31, 1998. Any money which was withdrawn from either the WCERS, or the MPPP, for any

reason, must be reimbursed to the Washtenaw County Retirement System, at the time the election is made and in no event will the employee be able to draw pension benefits until such sums are repaid. The employee must roll all the money currently in the MPPP back into the WCERS.

**ARTICLE 55
WAGES**

Effective February 1, 1995, all Probation Agents maintaining a Master's level degree shall receive a two percent (2%) increase over the current rate of pay (biweekly; rolled into base salary). Any Probation Agents obtaining a Master's Degree after February 1, 1995 will only be eligible for this additional two percent (2%) increase if the degree is in a field related to the position (i.e. behavioral sciences).

Scheduled salary increases as follows:

1997	2%	(retro to 1/1/97)
1998	0%	
1999	2%	First pay period of January, 1999
2000	2%	First pay period of January, 2000
2001	2%	First pay period of January, 2001

Wage reopener in 2000 and 2001 based on taxable value compared to CPI.

**ARTICLE 56
SUCCESSOR CLAUSE**

This agreement shall be binding upon the Employer's successor, assignees purchaser lessees or transferees, whether such succession, assignment or transfer be affected voluntarily or by 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 57
ENTIRETY AND MODIFICATION CLAUSE**

The Employer and the Union agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersedes all previous communication, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

**ARTICLE 58
SAVINGS CLAUSE**

Should any part of this agreement be rendered or declared invalid by reason of any existing legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

**ARTICLE 59
TERMINATION AND MODIFICATION**

- A. This agreement shall be in full force and effect from January 1, 1997, except as otherwise noted, and shall continue in full force in effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other as set forth in Section C below.

- B. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions to this agreement, either party may serve notice upon the other advising that such parties desire to continue this agreement, but also desires to revise or change the terms or conditions of such agreement. The respective parties shall be permitted all lawful economic resource to support the request for revisions if the parties fail to agree thereon.
- C. This agreement, except as modified is Section A and B above, expires on December 31, 2001. If either party does not wish to continue this contract in full force in effect from year to year thereafter, that party shall notify the other party prior to December 31, 2001.
- D. After this contract expires, during negotiations and/or arbitration, all provisions of this contract, including step and longevity increases, shall remain in full force and effect.

ARTICLE 59
DISTRIBUTION

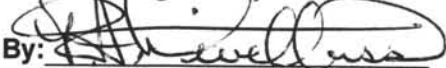
The Union agrees to prepare a first draft of a new contract within sixty days after negotiations. The parties shall execute the contract within thirty days thereafter. The Union shall distribute the new contract to the members of the Union within thirty days of execution.

TERMINATION OF AGREEMENT

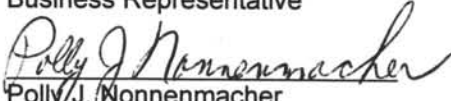
- A. THIS AGREEMENT shall be in force and effect from January 1, 1997, to and including December 31, 2001, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.
- B. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 2001, or any period of a subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.
- C. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written.

**TEAMSTERS LOCAL #214
Probation Agent/Supervisor Unit**

By: 

Richard I. Divelbiss
Business Representative



Polly J. Nonnenmacher
Chief Steward



Anita Smith
Alternate Chief Steward

FOURTEEN-A DISTRICT COURT

By: 


Betty R. Widgeon
Chief Judge

COUNTY OF WASHTENAW

By: 

Suzanne Shaw
Chair, Board of Commissioners

Attested to:

By: 

Peggy M. Haines
Washtenaw County Clerk/Register

SCHEDULE S
DISTRICT COURT TEAMSTERS - SUPERVISORS & PROBATION AGENTS
GROUP 30
EFFECTIVE 1/1/97

SALARY GRADE	1	2	3	4	5	6	7	8
16	\$27,320	\$28,568	\$29,835	\$31,200	\$32,604	\$34,067	\$35,588	\$37,187
	\$1,050.75	\$1,098.75	\$1,147.50	\$1,200.00	\$1,254.00	\$1,310.25	\$1,368.75	\$1,430.25
	\$14.01	\$14.65	\$15.30	\$16.00	\$16.72	\$17.47	\$18.25	\$19.07
17	\$29,250	\$30,557	\$31,922	\$33,384	\$34,886	\$36,465	\$38,084	\$39,800
	\$1,125.00	\$1,175.25	\$1,227.75	\$1,284.00	\$1,341.75	\$1,402.50	\$1,464.75	\$1,530.75
	\$15.00	\$15.67	\$16.37	\$17.12	\$17.89	\$18.70	\$19.53	\$20.41
23	\$32,487	\$33,930	\$35,490	\$37,070	\$38,727	\$40,482	\$42,315	\$44,226
	\$1,249.50	\$1,305.00	\$1,365.00	\$1,425.75	\$1,489.50	\$1,557.00	\$1,627.50	\$1,701.00
	\$16.66	\$17.40	\$18.20	\$19.01	\$19.86	\$20.76	\$21.70	\$22.68
23A	\$33,137	\$34,609	\$36,200	\$37,811	\$39,502	\$41,292	\$43,161	\$45,111
	\$1,274.49	\$1,331.10	\$1,392.30	\$1,454.27	\$1,519.29	\$1,588.14	\$1,660.05	\$1,735.02
	\$16.99	\$17.75	\$18.56	\$19.39	\$20.26	\$21.18	\$22.13	\$23.13

"A" schedule indicates 2% Master's Degree Rate

SCHEDULE S
DISTRICT COURT TEAMSTERS - SUPERVISORS & PROBATION AGENTS
GROUP 30
EFFECTIVE 1/1/99

SALARY GRADE	1	2	3	4	5	6	7	8
16	\$27,866	\$29,133	\$30,440	\$31,824	\$33,248	\$34,749	\$36,309	\$37,928
	\$1,071.75	\$1,120.50	\$1,170.75	\$1,224.00	\$1,278.75	\$1,336.50	\$1,396.50	\$1,458.75
	\$14.29	\$14.94	\$15.61	\$16.32	\$17.05	\$17.82	\$18.62	\$19.45
17	\$29,835	\$31,161	\$32,565	\$34,047	\$35,588	\$37,187	\$38,844	\$40,599
	\$1,147.50	\$1,198.50	\$1,252.50	\$1,309.50	\$1,368.75	\$1,430.25	\$1,494.00	\$1,561.50
	\$15.30	\$15.98	\$16.70	\$17.46	\$18.25	\$19.07	\$19.92	\$20.82
23	\$33,131	\$34,613	\$36,192	\$37,811	\$39,507	\$41,301	\$43,154	\$45,104
	\$1,274.25	\$1,331.25	\$1,392.00	\$1,454.25	\$1,519.50	\$1,588.50	\$1,659.75	\$1,734.75
	\$16.99	\$17.75	\$18.56	\$19.39	\$20.26	\$21.18	\$22.13	\$23.13
23A	\$33,794	\$35,295	\$36,933	\$38,571	\$40,287	\$42,120	\$44,031	\$46,020
	\$1,299.75	\$1,357.50	\$1,420.50	\$1,483.50	\$1,549.50	\$1,620.00	\$1,693.50	\$1,770.00
	\$17.33	\$18.10	\$18.94	\$19.78	\$20.66	\$21.60	\$22.58	\$23.60

"A" schedule indicates 2% Master's Degree Rate

SCHEDULE S
DISTRICT COURT TEAMSTERS - SUPERVISORS & PROBATION AGENTS
GROUP 30
EFFECTIVE 1/1/2000

SALARY GRADE	1	2	3	4	5	6	7	8
16	\$28,431	\$29,718	\$31,044	\$32,468	\$33,911	\$35,451	\$37,031	\$38,688
	\$1,093.50	\$1,143.00	\$1,194.00	\$1,248.75	\$1,304.25	\$1,363.50	\$1,424.25	\$1,488.00
	\$14.58	\$15.24	\$15.92	\$16.65	\$17.39	\$18.18	\$18.99	\$19.84
17	\$30,440	\$31,785	\$33,209	\$34,730	\$36,309	\$37,928	\$39,624	\$41,418
	\$1,170.75	\$1,222.50	\$1,277.25	\$1,335.75	\$1,396.50	\$1,458.75	\$1,524.00	\$1,593.00
	\$15.61	\$16.30	\$17.03	\$17.81	\$18.62	\$19.45	\$20.32	\$21.24
23	\$33,794	\$35,315	\$36,914	\$38,571	\$40,307	\$42,120	\$44,012	\$46,001
	\$1,299.75	\$1,358.25	\$1,419.75	\$1,483.50	\$1,550.25	\$1,620.00	\$1,692.75	\$1,769.25
	\$17.33	\$18.11	\$18.93	\$19.78	\$20.67	\$21.60	\$22.57	\$23.59
23A	\$34,476	\$35,997	\$37,674	\$39,351	\$41,087	\$42,959	\$44,909	\$46,937
	\$1,326.00	\$1,384.50	\$1,449.00	\$1,513.50	\$1,580.25	\$1,652.25	\$1,727.25	\$1,805.25
	\$17.68	\$18.46	\$19.32	\$20.18	\$21.07	\$22.03	\$23.03	\$24.07

"A" schedule indicates 2% Master's Degree Rate

SCHEDULE S
DISTRICT COURT TEAMSTERS - SUPERVISORS & PROBATION AGENTS
GROUP 30
EFFECTIVE 1/1/2001

SALARY GRADE	1	2	3	4	5	6	7	8
16	\$28,997	\$30,303	\$31,668	\$33,111	\$34,593	\$36,153	\$37,772	\$39,468
	\$1,115.25	\$1,165.50	\$1,218.00	\$1,273.50	\$1,330.50	\$1,390.50	\$1,452.75	\$1,518.00
	\$14.87	\$15.54	\$16.24	\$16.98	\$17.74	\$18.54	\$19.37	\$20.24
17	\$31,044	\$32,429	\$33,872	\$35,432	\$37,031	\$38,688	\$40,424	\$42,237
	\$1,194.00	\$1,247.25	\$1,302.75	\$1,362.75	\$1,424.25	\$1,488.00	\$1,554.75	\$1,624.50
	\$15.92	\$16.63	\$17.37	\$18.17	\$18.99	\$19.84	\$20.73	\$21.66
23	\$34,476	\$36,017	\$37,655	\$39,351	\$41,106	\$42,959	\$44,889	\$46,917
	\$1,326.00	\$1,385.25	\$1,448.25	\$1,513.50	\$1,581.00	\$1,652.25	\$1,726.50	\$1,804.50
	\$17.68	\$18.47	\$19.31	\$20.18	\$21.08	\$22.03	\$23.02	\$24.06
23A	\$35,159	\$36,719	\$38,435	\$40,131	\$41,906	\$43,817	\$45,806	\$47,873
	\$1,352.25	\$1,412.25	\$1,478.25	\$1,543.50	\$1,611.75	\$1,685.25	\$1,761.75	\$1,841.25
	\$18.03	\$18.83	\$19.71	\$20.58	\$21.49	\$22.47	\$23.49	\$24.55

"A" schedule indicates 2% Master's Degree Rate

A RESOLUTION APPROVING THE TENTATIVE AGREEMENT WITH THE
TEAMSTERS, LOCAL 214, PROBATION AGENTS & SUPERVISORS UNIT,
WASHTENAW COUNTY, THE 14A DISTRICT COURT FOR THE FIVE YEAR PERIOD
JANUARY 1, 1997 THROUGH DECEMBER 31, 2001.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

November 19, 1997

WHEREAS, in February, 1997, Administration and Human Resources / Labor Relations brought to the Board of Commissioners a Labor Relations Strategy and five (5) year projections; and

WHEREAS, the Washtenaw County Board of Commissioners provided Administration and Human Resources / Labor Relations their approval of this strategy at that time; and

WHEREAS, the collective bargaining agreement with the *Teamsters, Local 214, Probation Agents & Supervisors Unit*, expired December 31, 1996; and

WHEREAS, negotiation with this bargaining unit have been conducted since that time; and

WHEREAS, a tentative agreement has been agreed to by both parties; and

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the tentative agreement with the *Teamsters, Local 214, Probation Agents & Supervisors Unit*, Washtenaw County, and the 14A District Court for the period January 1, 1997 through December 31, 2001 as attached hereto and made a part hereof.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Acevedo	x			DeLong			x	Montague	x		
Armentrout	x			DuRussel			x	Robinson	x		
Bergman	x			Gunn	x			Schultz	x		
Chockley	x			Kern	x			Shaw	x		
Craiger	x			Monforton	x			Yekulis	x		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS 13 2 0

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ^{SS.}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on November 19, 1997, as appears of record in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 20th day of November, 1997.

PEGGY M. HAINES, Clerk/Register

BY: Barbara L. King
Deputy Clerk



Res. No. 97-0244

TENTATIVE AGREEMENT

Washtenaw County and 14A District Court

&

Teamsters, Local 214, Probation Agents & Supervisors Unit

1. AGREEMENT

Five (5) year contract with wage reopener in 2000 and 2001 based on taxable value compared to CPI.

2. WAGES

1997	2% (retro to 1/1/97)
1/1/1998	0%
1/1/1999	2%
1/1/2000	2%
1/1/2001	2%

3. MASTER'S DEGREE

Existing 2% Master's Degree rate shall be rolled into base salary upon eligibility.

4. RECLASSIFICATION

A reclassification study will be completed outside of negotiations pending the completion of Position Description Questionnaires (PDQ) by the Probation Agents.

5. RETIREMENT ENHANCEMENTS -- Effective 1/1/98

Money Purchase Pension Plan (MPPP)

- Increase employer and employee contributions to 7.5%
- Improve Health Care to equivalent of WCERS (age 60)
- Allow movement back into WCERS for those employees who left the plan and invested in the MPPP through 12/31/98

Washtenaw County Employees Retirement System (WCERS)

- Implement the Rule of 75 (minimum age 50)

6. COMBINED TIME OFF

A committee shall be established outside of negotiations to study the use of combined time off. A representative from the *Teamsters, Local 214, Probation Agents & Supervisors Unit*, shall be included in this committee. The findings of the committee shall be subject to future negotiations outside of the current collective bargaining agreement.

TENTATIVE AGREEMENT

Washtenaw County and 14A District Court

&

Teamsters, Local 214, Probation Agents & Supervisors Unit

7. **"ME TOO" PROVISION**

If AFSCME Local 2733 negotiates higher across-the-board wage increases and/or benefit enhancements for 1998-2001, including the exchange of holidays, the *Teamsters, Local 214, Probation Agents & Supervisors Unit*, would be awarded the higher increases.

Proposal for Reopener based on taxable value compared to CPI

Purpose:

The Teamsters Union is concerned about a long term contract because the economic health of the County could be very good in relation to other areas of the state and country and if that is the case they would like their members to benefit financially as the County is benefiting. Therefore there is a desire to have an economic reopener within a five year contract to re-negotiate wages and other economic issues if the County is prospering. Conversely, if economic health of the County is poor, the County may desire an economic reopener.

Rationale:

The economic health of Washtenaw County is directly related to the taxable value of the county as approximately 60% of County revenues is generated from the millage on the taxable value. The difference in the change of taxable value and the CPI can be used as an indicator of the general economic growth within the County as it relates to County revenue.

Under Proposal A, the taxable value for any parcel of land cannot rise faster than the rate of inflation, as determined by the Consumer Price Index (CPI), UNLESS there is new construction on that parcel or the property changes ownership. Within Washtenaw County it is normal for taxable value to increase more than the inflation rate. In order to measure the current relative prosperity of Washtenaw County it is necessary to look at the historical difference between the increase in taxable value compared to the annual CPI.

The other 40% of the County's revenue comes from other sources which are not dependent on the economic health of the County. This needs to be taken in to consideration within any formula for a reopener clause.

Calculation

The Equalization Department has tracked the change in taxable value and the CPI over the past ten years

YEAR	TAXABLE VALUE % CHANGE	CPI	DIFFERENCE
1997	6.05	2.80	3.25
1996	5.99	2.80	3.19
1995	4.02	2.60	1.42
1994	3.71	3.00	0.71
1993	7.28	3.00	4.28
1992	1.63	5.20	(3.57)
1991	9.25	5.40	3.85
1990	13.41	4.80	8.61
1989	11.73	4.10	7.63
1988	9.63	3.70	5.93

Average Difference 3.53

A proposed number for reopening the contract would be the average difference between the % change in taxable value versus CPI divided by the approximate percent of the County budget property taxes represent. The actual numbers would be:

3.53 divided by 0.60 = 5.88

Round to 5.8.

Suggested language:

A conditional reopener clause for economics only shall be in effect for the contract years 2000 and 2001. Under this clause, either party may request the reopening of negotiations if the difference between the % change of taxable value and the CPI, for the preceding year, (as tracked by the Washtenaw County Equalization Department) is greater than 5.8 or less than 1.

