

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

**and**

**AFSCME Local 2733  
Juvenile Division**



**2008 – 2010**

## TABLE OF CONTENTS

ARTICLE 65	ACT OF GOD AGREEMENT
ARTICLE 2	AID TO OTHER UNIONS APPENDIX A – Salary Schedules APPENDIX B – Classification APPENDIX C – Letters of Understanding APPENDIX D – Master’s Rate APPENDIX E – Washtenaw County Flexible Benefits Program APPENDIX F – BOC Resolution & Tentative Agreement APPENDIX G- County Departments
ARTICLE 30	BEREAVEMENT LEAVE
ARTICLE 47	CAR OR MILEAGE ALLOWANCE
ARTICLE 75	COMMERCIAL DRIVERS LICENSE
ARTICLE 9	COMPUTATION OF BACK WAGES
ARTICLE 37	COMPUTATION OF BENEFITS
ARTICLE 70	CONFERENCES, WORKSHOPS AND SEMINARS
ARTICLE 42	CONSOLIDATION OR ELIMINATION OF JOBS
ARTICLE 38	CONTINUING BENEFITS OR DEDUCTIONS
ARTICLE 40	CONTRACTING AND SUB-CONTRACTING OF WORK
ARTICLE 79	CONTRARY TO LAW PROVISION
ARTICLE 54	CREDIT UNION
ARTICLE 10	DISCIPLINARY ACTION
ARTICLE 56	DISTRIBUTION OF AGREEMENT
ARTICLE 73	DRESS CODE
ARTICLE 64	DURATION, TERMINATION AND MODIFICATION
ARTICLE 80	DURATION OF AGREEMENT
ARTICLE 26	EQUALIZATION OF OVERTIME HOURS
ARTICLE 67	EMPLOYEE PERFORMANCE EVALUATIONS
ARTICLE 62	EXCLUDED EMPLOYEES
ARTICLE 66	GLOSSARY
ARTICLE 8	GRIEVANCE PROCEDURE
ARTICLE 63	HEALTH AND SAFETY
ARTICLE 32	HOLIDAY PROVISIONS
ARTICLE 35	HOSPITALIZATION - MEDICAL – DENTAL COVERAGE
ARTICLE 39	INSURANCE – LIABILITY AND UNEMPLOYMENT COMPENSATION
ARTICLE 24	JURY DUTY
ARTICLE 15	LAYOFFS
ARTICLE 19	LEAVES OF ABSENCE
ARTICLE 78	LEGAL REPRESENTATION AND INDEMNIFICATION
ARTICLE 76	LICENSES/CERTIFICATIONS
ARTICLE 36	LIFE INSURANCE
ARTICLE 58	LONGEVITY
ARTICLE 13	LOSS OF SENIORITY
ARTICLE 49	LUNCHROOM FACILITIES AND UNION OFFICE SPACE
ARTICLE 59	MANAGEMENT RIGHTS AND RESPONSIBILITIES
ARTICLE 18	MILITARY SERVICE
ARTICLE 60	NO STRIKE CLAUSE

ARTICLE 50	NON-DISCRIMINATION
ARTICLE 71	ON-CALL OR STANDBY
ARTICLE 31	OVERTIME WORK
ARTICLE 46	PARKING FACILITIES
ARTICLE 52	PAY PERIODS
ARTICLE 51	PENSION
ARTICLE 45	PERSONAL BUSINESS LEAVE
ARTICLE 53	PERSONAL TELEPHONE CALLS
ARTICLE 61	PRONOUNS - Use of
	PURPOSE AND INTENT
ARTICLE 21	RATES FOR NEW JOBS
ARTICLE 16	RECALL PROCEDURE
ARTICLE 1	RECOGNITION
ARTICLE 5	REMITTANCE OF DUES AND FEES
ARTICLE 77	REORGANIZATION
ARTICLE 4	REPRESENTATION, DUES AND FEES
ARTICLE 69	RESIGNATION
ARTICLE 25	SAFETY COMMITTEE
ARTICLE 12	SENIORITY LISTS
ARTICLE 14	SENIORITY OF OFFICERS AND STEWARDS
ARTICLE 11	SENIORITY - Probationary Employees
ARTICLE 48	SEPARABILITY AND SAVINGS CLAUSE
ARTICLE 29	SICK LEAVE
ARTICLE 7	SPECIAL CONFERENCES
ARTICLE 43	SUCCESSOR CLAUSE
ARTICLE 22	TEMPORARY ASSIGNMENTS
ARTICLE 41	TEMPORARY OR SEASONAL EMPLOYMENT STATUS
ARTICLE 23	TIERED POSITIONS
ARTICLE 55	TUITION REIMBURSEMENT
ARTICLE 56	UNIFORMS OR UNIFORM ALLOWANCE
ARTICLE 20	UNION BULLETIN BOARDS
ARTICLE 6	UNION REPRESENTATION
ARTICLE 3	UNION SECURITY
ARTICLE 17	VACANCIES, JOB POSTINGS, BIDDING PROCEDURES, TRANSFERS
ARTICLE 33	VACATION
ARTICLE 34	VACATION PAY ADVANCE
ARTICLE 28	WAGES AND WORK SCHEDULES
ARTICLE 57	WAIVER
ARTICLE 74	WELLNESS ACTIVITIES / PROGRAMS
ARTICLE 44	WORK PERFORMED BY SUPERVISORS
ARTICLE 68	WORK PLANS
ARTICLE 72	WORK RULES
ARTICLE 27	WORKER'S COMPENSATION - On-the-Job-Injury

**AGREEMENT**

This Agreement made and entered into this 2<sup>nd</sup> day of April, 2009 by and between the Chief Judge of the Washtenaw County Trial Court, hereinafter termed the Employer, and Local 2733 and Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union.

**PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the employees and the Union. To these ends, the Employer, Union and the employees encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

**ARTICLE 1  
RECOGNITION**

The Court, the public employer under the Public Employment Relations Act, being Public Employment Relations Act No. 336 of the Public Acts of 1947, (provisions of Act 379 of the Public Acts of 1965), as amended, hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with 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 Court, with the following exclusions:

1. Supervisory and administrative personnel;
2. Court bailiffs/officers; and
3. Temporary and seasonal employees who are not covered under this Agreement.

**ARTICLE 2  
AID TO OTHER UNIONS**

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement, with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

**ARTICLE 3  
UNION SECURITY**

All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement, shall remain members of the Union in good standing as a condition of employment, or pay to the local Union as a condition of employment, a fee or dues as set by the Union. All present employees covered in this Agreement who are not members of the Union, and all such employees who are hired hereafter, shall become and remain members in good standing of the Union, or pay to the Union a fee or dues as set by the Union as a condition of employment.

The Union agrees to hold the Employer and Washtenaw County harmless for any suit or claim of liability arising out of this article.

**ARTICLE 4**  
**REPRESENTATION, DUES AND FEES**

The Employer agrees to deduct from the pay of each employee all dues and fees of the Union, and pay such amount deducted to said Union for each and every employee, provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union.

Permanent employees working less than full-time are required to pay dues or fees in accordance with the Internal Constitution of the AFL-CIO.

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 P.E.O.P.L.E. 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.

**ARTICLE 5**  
**REMITTANCE OF DUES AND FEES**

(a) ***When Deductions Begin.*** Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter. An employee hired after the end of the first pay period of a month shall not have deductions begin until the first pay period of the following month. An employee terminating during or after the first pay period of the month shall have a deduction made for that month.

(b) ***Remittance of Dues to Financial Officer.***

1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted. At the same time a copy of the list shall be sent to the Local Secretary-Treasurer.
2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council as well as the Local Secretary-Treasurer, of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

**ARTICLE 6**  
**UNION REPRESENTATION**

*Stewards, Alternate Stewards, and Chapter Chairperson.*

- (a) The employees covered by this Agreement will be represented by two (2) Stewards. The Union shall have the exclusive right to assign said Stewards and his/her location to investigate.
- (b) The Employer will be notified of the name of the Stewards and Alternate Stewards who will serve only in the absence of a regular Steward(s).
- (c) The Stewards (or Alternate Stewards) and the Chapter Chairperson and local officers, at the level specified in the grievance procedure, during their working hours, without loss of time or pay, shall be allowed reasonable time to investigate, process and present grievances to the Employer. The Stewards shall check out with his/her immediate supervisor before leaving the work area and report back to their supervisor when returning from investigating a grievance. If replacing the Steward would impair the function of the department, a supervisor may deny the Steward permission to leave the work area, in which case the Alternate Steward, if he/she is not directly affected by the existing emergency, shall be advised and allowed to investigate in the Steward's inability. In any event the Steward shall be granted permission as soon as the operation or situation returns to normal. It should not be the intent of any Steward to abuse this privilege nor should it be the intent of any supervisor to deny the Steward, Chapter or Local officer time off the job to investigate a grievance unless truly an emergency exists. Any alleged violations of this Article shall be subject to a special conference.
- (d) The Chapter Chairperson shall be permitted adequate time to investigate matters affecting the Chapter as a whole for special conference.

2. *Union Bargaining Committee.*

- (a) Employees in Unit C covered by this Agreement will be represented by one Chapter Chairperson and two (2) members which constitutes the bargaining committee for the Union. In addition, the Local Union President and Staff Representative of Council No. 25 and/or the International Union, may participate in the negotiations at the option of the Union.
- (b) Members of the bargaining committee who are employees of the Trial Court shall suffer no loss of time nor pay for time spent in negotiations. Alternates will be allowed time off only in the event they are needed to replace a regular negotiator.

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

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

**ARTICLE 7**  
**SPECIAL CONFERENCES**

The Union shall meet with representatives of the Employer to discuss and adjust unsettled grievances and deal with other matters which properly come up for discussion. Meetings shall be held at mutually agreed upon times. Employees shall be paid for time lost from regular working hours. Union representatives at such meetings shall normally consist of the Chapter Chairperson, Chapter Secretary, the two (2) Chapter Stewards, Local Officers and the Staff Representative of Council 25 and/or the International Union, if necessary.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

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

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

STEP 1 Any employee having a grievance shall present to Employer as follows:

- (a) If any employee feels he/she has a grievance, she/he may discuss the grievance with the Steward, or other Family Division - Juvenile Center Designated Representative, or directly with his/her supervisor.
- (b) The Steward, or other Family Division - Juvenile Center Designated Representative, may discuss the grievance with the immediate supervisor.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward, or other Family Division - Juvenile Center Designated Representative, to the immediate supervisor. Upon receipt of the grievance the supervisor shall sign and date the Union's copy of the grievance.
- (d) The immediate supervisor shall give her/his answer to the Steward, or other Family Division - Juvenile Center Designated Representative, within three (3) working days of receipt of the grievance.

STEP 2 If the answer is not satisfactory to the Union, it shall be presented in writing by the Steward, or other Family Division - Juvenile Center Designated Representative, to the Department Head within five (5) working days after the immediate supervisor's response is due. The Department Head shall sign and date the Union's copy. The Department Head shall respond to the Steward, or other Family Division - Juvenile Center Designated Representative, in writing within five (5) working days of receipt of the grievance.

STEP 3 If the answer at STEP 2 is not satisfactory and the Union wishes to carry it further, the Chapter Chairperson, or other Family Division - Juvenile Center Designated Representative, shall present the grievance in writing to the Employer's designated representative within ten (10) working days after the response at STEP 2 is due. The Employer shall sign and date the Union's copy.

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

timelines, the Employer shall respond in writing within fifteen (15) working days of receipt of the grievance at STEP 3.

- STEP 4: If the Employer's answer at STEP 3 is not satisfactory to the Union, and the Union wishes to carry the grievance further, within thirty (30) calendar days from the date the STEP 3 answer is due, the Union Representative shall notify the Employer Designated Representative that the Union intends to arbitrate.
- (a) Washtenaw County Labor Relations will assign an arbitrator from the permanent panel and will arrange scheduling of the arbitration hearings, including assurance that the agreed upon dates are convenient for both parties.
  - (b) If the parties agree that there are two pending arbitrations which will likely take one-half day or less each, the parties will ask the designated arbitrator to hear both arbitration matters in one day.
- II. (a) The parties agree to a permanent panel of arbitrators to be used on a rotating basis for all arbitrations.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The decision of the arbitrator shall be binding on both sides. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- (c) Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer without the intervention of the Union; provided, however, that the adjustment shall not be inconsistent with the terms of this Agreement and the bargaining representative has been given an opportunity to be present at such adjustment.
- (d) An arbitrator shall have no power to add to, or to subtract from, to modify any terms of the Agreement.
- (e) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (f) Any grievance at Step 1 or 2 not answered within the time limits by the Employer shall automatically go to the next step of the grievance procedure. If the Employer fails to answer the grievance at Step 3 within the time limits, it shall be deemed settled on the basis of the Union's last demand.

## **ARTICLE 9**

### **COMPUTATION OF BACK WAGES**

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



**ARTICLE 10**  
**DISCIPLINARY ACTION**

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

However, if in the opinion of either the employee or management, personal problems on the part of the employee are interfering with his/her job performance, referral to the Employee Assistance Program (E.A.P.) may be offered to the employee. Should management deny an employee's request for referral to E.A.P. A written statement will be furnished by management within seven (7) calendar days of the denial setting forth the reasons for the denial. If the employee then chooses to utilize the E.A.P., all disciplinary action then pending will be held in abeyance for a period of three months. During that time, the Employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment. A "release of information" authorization relating to attendance and maintenance of effort will be signed by the employee. In the event that a reasonable rate of attendance and maintenance of effort are not evidenced, upon prior notification to the Union, the three (3) month grace period will immediately cease and the employee will be subject to normal disciplinary measures.

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

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

**STEPS**

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

his/her Union representative present when he/she meets with the department head. If disciplinary action is taken, the employee will be notified in writing with a copy to be given to his/her Union representative.

- (a) Should the discharged or disciplined employee consider the discharge or discipline to be improper, the Chapter Chairperson may submit a grievance directly to Step 3 of the Grievance Procedure within five (5) working days of the receipt of the written disciplinary action.
- (b) If the Employer's answer at Step 3 is unsatisfactory, the Chapter Chairperson may proceed to Step 4 of the Grievance Procedure within five (5) working days of receipt of the Employer's answer.

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

#### **ARTICLE 11**

##### **SENIORITY—Probationary Employees**

- A. New employees hired into the Unit shall be considered probationary employees for the first six (6) months of their employment. Employees must receive and sign a written evaluation of their performance at the end of three (3) months of employment and every 3-months pending successful completion of probationary period. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day of hire. There shall be no seniority among probationary employees. Probationary periods may be extended in 3-month increments, not to exceed 1-year total, with the concurrence of the Union. Seniority continues from day of hire when an employee is on an approved leave of absence.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. During the bi-weekly orientation program, the Employer shall arrange a period of time for the Union Representative to meet with those employees going through the orientation program. At this time, the Employer shall furnish each employee with a written copy of their job description.
- D. The preliminary evaluations and discharge of probationary employees are subject to the grievance procedure up to but not including arbitration.

#### **ARTICLE 12**

##### **SENIORITY LISTS**

- A. Seniority shall not be affected by the age, race, sex, sexual orientation, marital status, physical handicap, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority. For all purposes including layoffs, there shall be two (2) separate seniority lists: one (1) for caseworkers, and one (1) for the clerical employees.
- C. The Employer will keep the seniority list up to date at all times and will provide the Local Union Treasurer with up-to-date copies at least by the first payday of each month. The Employer shall post a list of the employees, arranged in order of their seniority. This list shall be posted on the Union Bulletin Board.
- D. The Employer will notify the Union monthly of new hires and terminations by departments, classification and step.
- E. The Employer will submit a list to the Union monthly of temporary employees and employees on leaves and leaves of absence.

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

**ARTICLE 13  
LOSS OF SENIORITY**

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

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

**ARTICLE 14  
SENIORITY OF OFFICERS AND STEWARDS**

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

**ARTICLE 15  
LAYOFFS**

- A. The word "layoff" means a reduction in the work force due to reasons of lack of work, lack of funds or the elimination of a position.
- B. **Notice to the Union:** In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of the layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoffs, their names, seniority, job titles and work location. At this meeting the Employer will make known to the Union the reason for the layoff. This meeting will also be used to put into motion the procedure in Paragraph (d). The procedures in Paragraph (d) will be completed within two (2) weeks of the meeting.
- C. **Notice of Layoff.** Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff. The Chapter Chairperson will receive notice at the same time the employee received notice. At the time a layoff occurs, the employee shall be informed of the position, if any, to which he/she would bump. The employee shall respond in writing within three (3) five (5) working days to the Employer his/her decision to bump or accept layoff. A lack of notification within five (5) working days shall result in a layoff.

**D. Order of Layoff:**

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

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

7. Nothing shall prohibit any employee to elect to be laid off if he/she so chooses.
  8. A layoff shall not result in a transfer to a higher paying job.
- E. **Time Limit.** An employee shall remain on layoff status for a period of time equal to the time he/she has had seniority with the Court and/or County. After that time his/her name will be removed from any recall list.
- F. It is understood that certain positions within this bargaining unit are funded by state and/or federal grants, and some of these positions will be funded for only short periods of time. For those positions the Court shall notify the Union in advance and with Union concurrence, the position shall be designated "a special grant position." In the event the Court and the Union do not agree on whether or not a position is to be designated as a special grant position then the position, if created, shall be a regular Court position. For those positions filled by new Court hirees, or by voluntary promotions, transfers, or demotions, after the effective date of this contract, an employee will be notified in writing prior to employment or transfer, promotion, or demotion that when the grant ends or if funding is discontinued, his/her position will be eliminated and the person filling the position shall be laid off and will not have bumping rights. Any employee who is involuntarily placed into such a grant position shall retain their full seniority rights for the purposes of layoff. Any union member who is filling a special grant position shall be eligible to apply for any vacant county position that s/he is qualified for. If s/he is hired for the Court position, s/he shall become a regular court employee and retain his/her seniority retroactive to his/her original date of hire.

G. In the event an employee of AFSCME Local2733 is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

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

**ARTICLE 16  
RECALL PROCEDURE**

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

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

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

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

The Employer before filling any other positions in a bargaining unit at the same or lesser grade, of those that are on layoff, shall give preference to employees who are currently on layoff status and are capable of performing the job duties of the vacancy, and who applied for these positions.

**ARTICLE 17  
VACANCIES, JOB POSTINGS, BIDDING PROCEDURES, TRANSFERS**

- (a) All vacancies and/or newly-created positions shall be posted by Human Resources within the Department and all County work locations for a period of seven (7) working days, setting forth the job title, rate of pay and description of duties to be performed. Copies of these postings will be forwarded to Union representatives or designated persons, and Chapter Chair of the Unit.
- (b) In determining the qualifications for filling positions, the Human Resources Director upon consultation with the Department Head may take into account such factors as experience, training and education as applied to the specific vacancy and review of past performance.
- (c) Employees who are interested in filling a vacancy shall apply for transfer or promotion within the seven (7) working days during which the position is posted. Application shall be filled from:
  - 1. Among the three (3) most senior qualified employees from within the Department and Unit having the vacancy. In case of equal qualification, seniority will prevail.

2. In the event no one within the Department meets the minimum qualifications or applies, the position shall be awarded from the three (3) most senior employees within the bargaining unit who apply and meet the minimum qualifications. In case of equal qualifications, seniority will prevail. In the event no one within the bargaining unit applies or does not meet the minimum qualifications, the position may be awarded without regard to seniority or bargaining unit.
  3. If there are three (3) or more minimally qualified AFSCME applicants with Local 2733, one from this pool will be hired. If the vacant position is within Unit C or JC, then the local pool in this case shall be defined as those two units only.
  4. The Washtenaw County Trial Court shall give preference to interested qualified Local 2733 Unit C and JC employees who apply for new or vacant positions prior to considering all other applicants.
  5. If less than three (3) AFSCME Local 2733 JC or Unit C applicants apply, interviews are opened to all other applicants.
- (d) Notification of application status for internal union candidates shall be forwarded to the Department Head, Chapter Chair and applicant.

#### JOB POSTING LOCATIONS

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

- (e) If the vacancy and/or newly-created position is filled from another bargaining unit represented by this Union, that employee shall suffer no loss of seniority with respect to the computation of benefits; but for the purpose of layoff shall be entered at the bottom of the seniority list.
- (f) The employee awarded the position shall be granted a trial period of three (3) months to determine:
  1. His/her desire to remain on the job.
  2. His/her ability to perform the job.
 During the three (3) month trial period the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her Steward in writing immediately. In the event the employee disagrees, it shall be proper subject for the grievance procedure.
- (g) The job shall be awarded or denied within three (3) weeks after the posting period. In the event the senior applicant is denied the job, reason for denial shall be given in writing by the Hiring Manager to Human Resources and the Union Chapter Chair at the time the position is filled. If the Union and the employee disagree with the reason, it shall be subject to the grievance procedure. The grievance filing party shall be the unit where the vacant position belongs. As part of the grievance or hearing, all score sheets will be provided to the Union, including the interview process.
- (h) The maximum number of unsuccessful trial periods allowed per employee shall be two (2) per twelve (12) month period.
- (i) During the trial period employees will receive the rate of the job they are performing.
- (j) Probationary employees shall not qualify for promotion or transfer unless all seniority employees have been considered first.
- (k) There will be no forced lateral transfers without discussion with the Union.
- (l) When a member is denied a promotion into the 3052 bargaining unit, AFSCME 2733 may file a grievance on behalf of its member.
- (m) Local 3052, Council 25, and the Employer agree that only one grievance will be filed by Local 2733.

**ARTICLE 17A**  
**TRANSFERS, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES**

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

**ARTICLE 18**  
**MILITARY SERVICE**

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

**ARTICLE 19**  
**LEAVE OF ABSENCE**

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

**SECTION 1**

- A. Leave of absence shall be granted for the following reasons provided the eligibility requirements are met:
- (1) Illness leave. (Physical or Mental).
  - (2) Prolonged illness in the immediate family.
  - (3) Maternity Leave.
  - (4) Public or Union Service leave.
- B. The following leaves may be granted at the discretion of the Employer:
- (1) Educational leave.
  - (2) Personal leave.
  - (3) Public Service Board, Agency or Project

**SECTION 2. Illness Leave.**

- (a) Application for illness leave must be made in writing and accompanied by a written statement from the employee's physician. Such leave shall be granted in up to ninety (90) day segments, or lesser segments as determined by the employee's doctor, up to a period of one (1) year.

A doctor's statement may be requested at each ninety (90) day interval, and reviewed by the Employer. Illness leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

- (b) An employee may elect to use accumulated sick leave before beginning an illness leave of absence.
- (c) An employee's position will be held open for him/her for six (6) months while he/she is on Illness. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee." For employees with 5 years or more of service who return from a medical leave of more

than six months, and have no medical restrictions for the position they vacated and his/her position no longer exists due to position elimination, the employee shall be placed into another position for which they are qualified and they shall be red-circled if necessary. Illness leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

**SECTION 3. Maternity Leave.**

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

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

**SECTION 4. Prolonged Illness in the Immediate Family.**

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

**SECTION 5. Educational Leave.**

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



**SECTION 6. Public or Union Service Leave.**

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

**SECTION 7. Personal Leave.**

- (a) Leaves of absence for personal reasons must be requested in writing and may be granted by the Employer for periods of up to three (3) months. An employee must have one (1) year of employment with the Employer to be eligible for personal leave.
- (b) Child Care Leave. An employee who becomes a parent, either by birth or adoption, may be granted by the Employer a leave of absence of up to six (6) months from the date of birth or initial adoption. An employee shall suffer no loss of seniority during his/her leave. Child care leaves may be taken if granted in one month segments.
- (c) Hardship Leaves. A member of the bargaining unit not eligible for a personal leave may be granted a leave, without pay, for up to three (3) months for "hardship" reasons.

**SECTION 8. General Policies.**

- (a) All leaves of absence shall be requested in writing. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in departmental scheduling. One month is considered sufficient time for the Employer to schedule.
- (b) No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining employment with another employer. Disciplinary action up to and including discharge may be imposed upon an employee who, while on leave, accepts a job with another employer as a substitute when the reasons for leave no longer exist. No employee shall take a full time comparable job while on leave.
- (c) All leaves in this article shall be without pay except as specifically provided for.
- (d) The amount of sick time and vacation accrued by the employee before the effective date of leave shall be maintained. No additional time shall be accrued during the leave and none may be taken during the leave. An employee may elect to use accumulated sick leave or vacation leave before beginning a medical leave of absence.
- (e) During a leave both the Employer's, if any, and the employee's contributions to the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
- (f) Employees may utilize the leave granted in ninety (90) day segments (unless otherwise specified) (g) Upon an employee's desire to return, he/she shall notify the Employer of such desire in writing, specifying the date he/she intends to return, and in any event at least a thirty (30) day advance notification must be given to the Employer. The employee shall be returned to work on the specified date in the same position they had upon the granting of their initial leave.
- (h) Extensions of any leave beyond the limits specified in the above section may be granted by the Employer.
- (i) Temporary employees may be used by the Employer to fill the vacancy created by a leave of absence granted under this article. The temporary employee filling such vacancy shall be continued in such capacity during the entire specified period of leave. If the temporary employee continues to serve in

a position under the Employer for a period longer than specified or extended leave then such temporary employee shall become permanent and be entitled to seniority reverting back to his/her first day worked, with all benefits he/she otherwise would have accrued. The Employer will advise the respective Union Chapter Chairperson, in writing, of such temporary employees starting date, the nature of their employment, who they are replacing, and the date of anticipated severance if the temporary employee is to be severed.

- (j) Employees on leave due to illness, pregnancy (maternity), prolonged illness in the immediate family, and child care leave shall continue to receive dental coverage, life insurance and hospitalization coverage with the Employer continuing to pay the full cost of such long-term disability, dental, life insurance and hospitalization up to six (6) months as are in effect for the benefit of the employees while on such leaves.
- (k) Provided the insurance carriers permit, employees whose leaves extend beyond a six (6) month period shall be allowed to participate in the long-term disability, dental, group life and hospitalization coverage at their own cost. It shall be incumbent upon employees to notify the Employer of their desire to do so and make arrangements with the Employer accordingly.

#### **ARTICLE 20 UNION BULLETIN BOARDS**

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

#### **ARTICLE 21 RATES FOR NEW JOBS**

The parties agree to recognize the current Washtenaw County / Court job descriptions. When a new job, change in rate structure, change in job, or job duties as listed in the job description, change in education or experience or other requirements, change in job title or change in job qualifications is being considered, Human Resources shall notify the Union in writing of this intent prior to becoming effective. Within one (1) week of this notification, if the Union requests, the rate shall be subject to negotiations. If the Employer determines that an emergency exists, it shall proceed but must immediately notify the Union. If the Union requests, within one (1) week of the notification, the rate shall be subject of negotiations, and any change in rate agreed upon shall be retroactively applied.

#### **ARTICLE 22 TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on annual leaves (vacation), sick leaves or any leaves of absence may be granted by the department head to the senior employee who meets the minimum requirements for such job where practical. Such employee will receive the rate of higher classification for all hours worked while filling such vacancy. In each instance for a vacancy to exist, the department head must so declare in writing and designate the employee to fill that vacancy. If not declared as a temporary assignment and filled according to the provisions of this clause, the Chapter Chairperson and Chief Judge or his/her designee, shall meet to resolve the issue. Employees shall be paid at the higher rate of pay no later than three weeks after the employee has assumed the temporary assignment.

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

**ARTICLE 23  
TIERED POSITIONS**

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

**ARTICLE 24  
JURY DUTY**

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

**ARTICLE 25  
SAFETY COMMITTEE**

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

**ARTICLE 26  
EQUALIZATION OF OVERTIME HOURS**

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

## ARTICLE 27

### 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 the 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 28

### WAGES AND WORK SCHEDULES

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

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

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

**Requirements as to Continuity of Service.** Service requirements for advancement within compensation schedules, and for other purposes as specified, shall include the requirement of continuous service, which means employment in the Washtenaw County Probate Court-Juvenile Division, without break or interruption. Leaves of absence with pay, and leaves of absence without pay of less than thirty (30) days, shall not interrupt continuous service, nor be deducted there from. Absences on leave without pay in excess of thirty (30) days, except for extended service with the armed forces of the United States, shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two (2) working days shall be deducted from continuity of service for the purpose of this Section.

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

**Work Week.** It is agreed that the normal work week for court employees shall be seven and one-half (7 ½) hours per day, thirty-seven and one-half (37 ½) hours per week.

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

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

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

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

**Shift Premium.** Employees who work the shift that begins on or after 3pm, but before 11pm, shall receive in addition to their regular pay forty (40) cents per hour for all hours actually worked.

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

**Inclement Weather.** Employees who work out of doors and whose ability to perform the job is significantly reduced in inclement weather conditions shall observe the following procedures:

At the start of each assigned shift, regardless of weather conditions, each employee shall be expected to report for work. If foul weather persists and the supervisor determines that the work cannot be performed, he/she will release such employees for the remainder of that day. In such a circumstance, the released employees shall be paid, at a minimum, four (4) hours pay. For each hour worked past four (4) hours, the employees shall be paid at the rate of one (1) hour's pay for one (1) hour's work.

## ARTICLE 29

### SICK LEAVE

- (a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.
- (b) For payment purposes, a Court employee may accumulate a "bank" of one hundred-twenty (120) working days for sick leave. For use as sick time it shall be unlimited accumulation.
- (c) Sick leave is provided for protection against loss of income in the event of unavoidable absence resulting from illness, injury or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.
- (d) An employee eligible for sick leave with pay may use such sick leave for absence as follows:
  1. due to personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control.
  2. due to exposure to contagious disease by which the health of others would be endangered by attendance at work (a physician's statement recommending absence from work may be requested).
  3. due to illness in the immediate family which requires the care of the employee for their well being.
  4. due to lost time not covered by compensation if the employee is injured on the job.  
The term "immediate family" as used in this section, means spouse, parent, sibling, child, grandparent, or someone with whom the employee has a legal guardian relationship or a related member in an employee's household.

- (e) A physician's certificate of the employee's inability to work, or ability to return to work may be required:
  - 1. if it is necessary to be absent on sick leave in excess of five (5) days; or
  - 2. when an employee is ready to return to work following prolonged absence.  
If the Employer has not given advance notice that a physician's statement is necessary, an employee will be allowed time off to obtain said statement if it is necessary.
- (f) When an employee finds it necessary to be absent for any reason, he/she should cause the nature of the illness and expected length of absence to be reported to his/her Department as soon as possible, and where a relief employee is required, such report must be made before the hour to report for work, where possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- (g) Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour, but need not be charged until at least one-half (1/2) day is accumulated.
- (h) Each department head will keep a record of sick leave for each of his/her employees and will report all sick leave absences to the Payroll Department each pay period.
- (i) Payment will be made for fifty (50) percent of unused sick days upon severance after five (5) years of continuous employment, except upon discharge for just cause.
- (j) An employee may accumulate in excess of one hundred-twenty (120) days for use as sick time. There shall be no payment whatsoever for any days accumulated in excess of one hundred-twenty (120) days at separation.
- (k) On an annual basis employees may elect to convert accumulated sick days in excess of one hundred-twenty (120) days to vacation days at the rate of 2 sick days to 1 vacation day for use.

### **ARTICLE 30 BEREAVEMENT LEAVE**

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

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

Any employee selected to be a pallbearer for a deceased employee will be allowed (1) funeral day, with pay, not to be deducted from his/her sick or annual leave. The Chapter Chairperson, or his/her representative, shall be allowed one (1) funeral day, with pay, in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral. The Local President shall be allowed one (1) funeral leave day, with pay, in the event of a death of a member of AFSCME Local 2733.

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

## **ARTICLE 31 OVERTIME WORK**

### **FOR SUPPORT STAFF EMPLOYEES**

The normal business hours for the Court are 8:30 a.m. to 5:00 p.m. From time to time overtime will be necessary to accomplish work responsibilities. Employees will be expected to assist the department in overtime when requested as a normal part of their work responsibilities.

1. Overtime will be compensated at the rate of one and one-half (1½) for hours worked in excess of the normal thirty seven and one-half (37½) hours per week.
2. The accrual and payment requirements for compensatory time shall be governed by the Fair Labor Standards Act.
  - a. If overtime is required, the supervisor and employee shall agree about whether such time will be paid or will be compensatory time off. If there is no agreement, the employee will be paid. Lack of funds available for payment does not constitute agreement by employee to compensatory time as payment. If payment is desired (not compensatory time) and not available, the employee may decline the overtime.
  - b. Employees may not accrue more than two hundred forty (240) hours of compensatory time. Any time worked over that amount must be paid.
  - c. Upon termination employees shall be paid for unused compensatory time.
3. Clerical staff who are required to operate the switchboard over the lunch hours will receive compensatory time. This time will accrue and may be used at the discretion of the employee, with supervisory approval, when additional time or equivalent time off is not taken that day for lunch.

### **FOR PROBATION OFFICERS / CASEWORK EMPLOYEES**

Although the normal business hours of the Court are 8:30 a.m. to 5:00 p.m., service to clients cannot always be provided during these hours. Staff are expected to arrange their schedule to meet the demands of the job. When staff works beyond the business day, they will earn compensatory time.

1. Probation Officers/Caseworkers will earn compensatory time at the rate of one hour for each hour worked weekdays between 8:00 a.m. and 8:30 a.m. and between 5:00 p.m. and 8:00 p.m.
2. Probation Officers/Caseworkers will earn compensatory time at the rate of one and one-half (1½) hours for each hour worked on weekdays after 8:00 p.m., on weekends, and on holidays.

This section is limited to situations involving client contact, either in person or by telephone, and to matters which cannot be postponed until the next business day.
3. Probation Officers /Caseworkers are expected to do paperwork during the normal business day. However, under special circumstances, with prior supervisory approval, compensatory time may be earned for paperwork done outside the normal business day. Compensatory time for paperwork will be earned at the rate of one hour for each hour worked.
4. No compensatory time can be earned during travel to or from conferences or while attending conferences unless prior agreement is made with the Court Administrator. The term "conferences" also includes conventions, field trips, lectures, seminars, training institutes, and continuing educational programs. The Court Administrator may grant exceptions to this in special situations with supervisory approval.

**ARTICLE 32  
HOLIDAYS**

The paid holidays are designated as follows:

- New Year's Day
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- July 4th
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day & Day after Thanksgiving (Fourth Thursday & Friday in November)
- Christmas Eve
- Christmas Day
- New Year's Eve

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

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

Although the total number of holidays per year will remain constant for each employee, each employee may file a request, in writing, to the immediate supervisor before February 1 each year, that his or her individual holiday schedule be modified, for religious reasons, to substitute other dates for the designated holidays.

**ARTICLE 33  
VACATION**

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



2. (a) An employee shall not be eligible for vacation during their probationary period but upon completion of said probationary period, an employee shall be credited with one (1) day of vacation for each month of continuous service, dating from his/her first day worked.
- (b) The vacation allowance for permanent, salaried, part-time employees is pro-rated according to actual time worked. Temporary and permanent hourly-rated employees who work less than one-half time shall not be granted vacations with pay. All employees who work one-half time or more, but less than full time, will receive vacation on a pro-rated basis.
- (c) Employees are encouraged to take yearly vacations. In no case will an employee accrue more than twice the amount of annual vacation to which he/she is entitled as of 1/1. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled as of 12/31, any accrued days beyond twice the annual amount shall be paid out at 50% of their value. Such payout shall be completed on an annual basis.
- (d) If an employee is denied vacation that is submitted timely, and their accrual is at or above the cap, the Union/Employer shall have an opportunity for a special conference.
- (e) Scheduling of vacations will be worked out on a departmental basis, giving preference to seniority as to choice times of vacation.
- (f) When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one (1) day continuous with vacation, or the employee will be allowed to "bank" such day(s) for future use.
- (g) If an employee develops a major illness or incurs an injury and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation, unless the employee chooses to accrue vacation in accordance with paragraph 2 (c).

**ARTICLE 34**  
**VACATION ADVANCE**

If a regular pay day falls during an employee's vacation, and he/she is to be on vacation for two (2) weeks or longer, he/she request to receive that check in advance before going on vacation, providing the request is received by the payroll office ten (10) days prior to the payday the vacation check is desired.

An employee shall file a written request prior to taking vacation.

**ARTICLE 35  
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:

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

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

Prescription Drugs will be carved out with a 3<sup>rd</sup> party Prescription Benefit Manager upon mutual agreement of the union and the employer, the following may be changed: the plan design of the dental, medical insurance, or the pharmacy benefit manager (to include prescription carve out from medical), or the insurance carriers for the dental may be changed.

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

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

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

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

**Effective 7/1/03:**

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

**Effective 7/1/03:**

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

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

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

**Effective 1/1/1996:**

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

**Effective July 1, 1995**

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

**For all employees hired prior to January 1, 1995:**

- (a) The Employer agrees to continue in full force and effect the existing Blue Cross-Blue Shield coverage on behalf of employees qualified for same.
- (b) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB. This coverage shall be applied to all employees covered by the terms of this Agreement.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employee's absence as a result of any injury, illness, or maternity, for the first six (6) months.
- (d) Continue the same benefits with the County paying the full premium for the present benefits and for a \$3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:  
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- (f) Those employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

**For employees hired on January 1, 1995 and thereafter:**

- (a) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Shield CMM 250. This coverage shall be applied for these employees for the first three (3) years of employment.
- (b) Employees hired on January 1, 1995 and thereafter, will be given the option to "buy up" to the Blue Cross/Blue Shield MVF I, Master Medical IMB-OB plan by paying the difference in premium costs, during the first three years of employment, through payroll deduction.
- (c) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Shield CMM 250 for the employee and his/her family during the first three (3) years of employment during the employee's absence as a result of any injury, illness, or maternity for the first (6) months.
- (d) Continue the same benefits with the County paying the full premium for the present benefits and for a \$3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:

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

- (f) Upon the fourth year of employment, the employee shall be removed from Blue Shield CMM 250 and the Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, under the plan Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB.
- (g) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Cross/Blue Shield MVF I, Master Medical IMB-OB from the fourth year and thereafter, if any employee's absence is the result of any injury, illness, or maternity for the first six (6) months.
- (h) Those Employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for the same full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

#### **ARTICLE 36 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 37  
COMPUTATION OF BENEFITS**

All hours paid to an employee shall be considered as hours worked for the purpose of computing any benefits under this agreement. All regular full-time employees shall receive all benefits on a pro rata basis, commensurate with the number of hours worked. In order to qualify for payment of premium on hospitalization, dental insurance, life insurance and long-term disability an employee must average 80% or more per week. Employees working less than 80% per week shall be afforded the opportunity, at the employee's expense, of participating in the group insurance plan. The Employer agrees to pay one-half (1/2) of the premium for hospitalization and dental insurance for those employees who work at least half-time (20 hours) but less than thirty (32) hours per week.

**ARTICLE 38  
CONTINUING BENEFITS OR DEDUCTIONS**

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

**ARTICLE 39  
INSURANCE — LIABILITY AND UNEMPLOYMENT COMPENSATION**

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

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

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

**ARTICLE 40  
CONTRACTING AND SUB-CONTRACTING OF WORK**

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

**ARTICLE 41  
TEMPORARY AND TEMPORARY ON-CALL EMPLOYEES**

**Temporary** employees are defined as employees hired for a period up to six (6) months per calendar year, and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave. The said six (6) months period may be extended with agreement of the union; however, such temporary employee shall then become a member of the union, as outlined in Article 4

of the Agreement, after the expiration of the initial six (6) months period, and shall be entitled only to sick and vacation accruals granted regular employees. The temporary shall not accumulate seniority, while so classified. If the person who had been employed in this position as a temporary or seasonal employee is hired into it as a permanent position, his/her seniority date will revert back to the original date of hire. The Union will represent temporary employees who are dues paying members, except for termination of employment.

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

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

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

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

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

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

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

**ARTICLE 42**

**CONSOLIDATION OR ELIMINATION OF JOBS**

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

**ARTICLE 43**

**SUCCESSOR CLAUSE**

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

**ARTICLE 44**

**WORK PERFORMED BY SUPERVISORS**

Bargaining unit work shall not be transferred to supervisors for the purpose of eliminating positions within the bargaining unit or to avoid filling vacant positions.

**ARTICLE 45**

**PERSONAL BUSINESS LEAVE**

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

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

**ARTICLE 46**

**PARKING FACILITIES**

1. Parking at present Court & County work locations will be free of charge except for those areas such as downtown Ann Arbor, where charges are customary in other adjacent parking facilities.
2. Downtown parking will be governed by the following:
  - A. The fee shall be \$10 or \$20 per month for all downtown parking, payable by payroll deduction for the first two pay periods of the month.
  - B. New employees will pay \$20 for downtown parking.
  - C. Existing employees will continue to pay the rate they are paying as of December 31, 1989.
  - D. Senior employees—Those with a hire date of 1/1/81 or earlier will pay \$10 per month if they are transferred to a downtown work location.
  - E. The priorities for the downtown Ann Arbor lots will be as follows:
    - 1.) Handicapped;

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

#### **ARTICLE 47**

##### **CAR OR MILEAGE ALLOWANCE**

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 48**

##### **SEPARABILITY AND SAVINGS CLAUSE**

1. If any Article or Section of this contract, or of any riders thereto should be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2 . In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate



collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE 49**  
**LUNCHROOM FACILITIES AND UNION OFFICE SPACE**

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

**ARTICLE 50**  
**NON-DISCRIMINATION**

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

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

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

**ARTICLE 51**  
**PENSION**

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

- FAC3
- 2.0 multiplier
- Vesting of 8 years

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

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

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

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

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

Increase WCERS death benefit to \$7,500.

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

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

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

Effective 1/1/08, the Purchase of Military Reserve and Peace Time Active Duty after 1980

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

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

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

**ARTICLE 52  
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 53  
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 54  
CREDIT UNION**

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

**ARTICLE 55  
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 Court is eligible for financial assistance under this Tuition Reimbursement program. Further, staff members must have held employment status as a permanent, full-time employee for the Court for a period of no less than six (6) consecutive months on the date of starting an approved course.

**Courses Approved**

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

The course is directly related to the assigned duties of the staff member in his/her present position and a direct application of knowledge to be gained in the course can be clearly stated; OR

The course is in preparation for a related degree or possible future duties that may be assigned the staff member in his/her present position or is a course that would qualify her/him for a promotion in the bargaining unit or into other Court and/or County positions. Appropriate courses are those necessary to complete a degree or elective courses which will be accepted by the relevant institution toward procural of a degree.

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

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

NOTE: Courses, conferences, seminars, in-service training, and other programs whereby staff members are sent by the Court, or attendance by the staff member is beneficial to his/her position, and all costs

of attending such programs are paid by the Employer, are not subject to provisions of this Tuition Reimbursement Program.

### **Approval**

The approving body for courses under the Tuition Reimbursement program shall consist of the Human Resources 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 Human Resources Director is assigned as the Coordinator of the Tuition Reimbursement program.

### **General**

1. The first course each term can be on the Employer's time but time off for the second course must be taken either as vacation or compensatory time.
2. Courses must be approved in writing by the approved body prior to starting classes.
3. Course work and related reports must be completed within six (6) months from starting classes.
4. The Court expects that an employee will continue employment for at least one (1) year following completion of classes or a program of study. If a voluntary quit occurs, the employee will be expected to repay to Washtenaw County the full amount received from the County. If such payment is not made, said amount shall be withheld from the employee's final pay check.
5. Reimbursement under this program shall be 50% of tuition only upon satisfactory completion of an approved course. ***Reimbursement under this program shall be 25% for a 12-month period effective 9/1/08-8/31/09.*** Books, supplies, transportation, or other costs of attending classes are not to be paid by the County.
6. Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a pro-rata basis from the County's assistance payment.
7. Reimbursement shall be limited to six (6) credit hours per term.

### **Procedure**

1. Each course applicant shall complete and sign an Application for Approval of Reimbursement for Tuition Form. Adequate answers must be provided to each question. Copies of the form may be obtained in the County Human Resources Office. Three (3) copies are to be submitted to the County Human Resources Office.
2. The department head and the Trial Court Administrator may meet with the course applicant, discuss the proposed course, and approve or reject the application.
3. Upon conditional approval, the course applicant shall receive the third copy of the approved application, and the Human Resources Office shall retain the first and second copies. In addition, one (1) financial assistance verification form shall be requested with respect to each course being applied for.
4. Where additional course work, diploma, degree or license becomes necessary as a condition of employment the Employer shall, under the provisions of this plan, pay fifty percent (50%) for the necessary courses.
5. Upon successful completion of the course, and presentation of satisfactory evidence of course completion, including the grade received, together with proof of payment of tuition, the second copy of the Application for Approval or Reimbursement for Tuition will be approved by the Human Resources Director for payment and forwarded to the Payroll Office 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 56  
DISTRIBUTION OF AGREEMENT**

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

**ARTICLE 57  
WAIVER**

During negotiations leading to this Agreement, each party had the opportunity to make demands and proposals regarding any lawful subject of collective bargaining. For the life of this Agreement, each party agrees that the other is not obligated to bargain collectively regarding any subject, whether or not referred to in this Agreement except by mutual agreement. This shall be true even though such subject may not have been within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 58  
LONGEVITY**

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

**EFFECTIVE FOR EMPLOYEES HIRED PRIOR TO 1/1/09**

**CONTINUOUS SERVICE PERCENTAGE OF FORM W-2 GROSS EARNINGS**

5 or more and less than 10 years	3%
10 or more and less than 15 years	5%
15 or more and less than 20 years	7%
20 or more years	9%

**EFFECTIVE FOR EMPLOYEES HIRED PRIOR TO 1/1/09 AND THEREAFTER**

**CONTINUOUS SERVICE PERCENTAGE OF FORM W-2 GROSS EARNINGS**

8 or more and less than 12 years	3%
12 or more and less than 16 years	4%
16 or more and less than 20 years	5%
20 or more years	6%

- C. Following completion of five (5) years of continuous full or at least 50% part-time active pay status by October 1 of any year and in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.
- D. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous active pay status equal to the service required by original eligibility plus a minimum of one additional year of such continuous active pay status for each payment.

- E. Payment to employees who become eligible by October 1 of any year shall be paid no later than December 15 in each year.
- F. For purposes of this section, continuous service means service calculated from the employee's hiring date as a regular full-time employee in active pay status either in or out of this Bargaining Unit. Continuous service shall be broken by:
  - 1) Quitting
  - 2) Discharge for cause
  - 3) Removal from active pay status
  - 4) Retirement
  - 5) Employees absent from work due to layoff, public or union service leave, educational leave or personal leave, for a period of more than one (1) month shall not be credited with, or continue to accumulate continuous service, however, these employees shall receive a prorated benefit as long as the employee has had some continuous service during that year for any period thereafter until they are returned to active pay status. When an employee returns to active pay status, he/she will begin to accumulate continuous service credit based upon, and added to his/her previous service accumulation. For the purpose of this Agreement, employees utilizing paid sick leave, vacation, funeral leave, or unpaid illness, maternity, or prolonged illness in the immediate family shall be deemed as time worked.
- G. Should an employee leave employment with the Court for any reason, the employee's longevity will be paid on a prorated basis for each completed month of service with the Court from October 1.

#### **ARTICLE 59**

##### **MANAGEMENTS RIGHTS AND RESPONSIBILITIES**

The Employer, on its own behalf and behalf of its electors, hereby retains and reserves unto itself, without limitation, except issues covered by law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, the Employer reserves unto himself/herself all rights which are inherently and ordinarily vested in and exercised by employers, unless specifically limited by a provision of this Agreement. However, this section shall not be considered to increase any power or right in the Union, or to in any way limit or decrease any rights or powers of the Employer's inherent right to manage.

#### **ARTICLE 60**

##### **NO STRIKE CLAUSE**

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

Any individual employee or group of employees who willfully violate or disregard the grievance and arbitration procedure set forth in Article 8 of this Agreement may be summarily discharged by the Employer.

**ARTICLE 61**  
**PRONOUNS—Use-Of**

When any gender is used in this Agreement, it applies equally to the other gender.

**ARTICLE 62**  
**EXCLUDED EMPLOYEES**

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

**ARTICLE 63**  
**HEALTH AND SAFETY**

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

**ARTICLE 64**  
**DURATION, TERMINATION AND MODIFICATION**

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

**ARTICLE 65**  
**ACT OF GOD**

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

**ARTICLE 66**  
**GLOSSARY**

**ANNIVERSARY DATE:** The date of hire adjusted by the date an employee assumes a new job title and duties and by a reduction of credit months equal to the length of time on leave. Change of job title within a grade, or demotion, does not change this date.

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

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

**INCREMENT DATE (ANNUAL):** Corresponds to anniversary date.

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

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

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

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

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

**SENIORITY DATE:** Seniority date is the date an employee enters a particular union group, except as provided for elsewhere in this agreement.

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

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

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



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

#### **ARTICLE 67**

##### **EMPLOYEE PERFORMANCE EVALUATIONS**

Once an employee has completed his/her probationary period, a performance evaluation must be completed. Prior to the employee's anniversary date, an employee shall receive an evaluation for the purpose of evaluating his/her performance. The fact that an evaluation is not done by an employee's anniversary date will not delay a step increase.

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

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

The Employer agrees that performance evaluations shall be used for the purpose of complementing a performance, as well as constructive criticism. The evaluation form shall be filled out completely, indicating to the employee both satisfactory and unsatisfactory areas of performance as they apply, and specifying those areas which need improvement.

#### **ARTICLE 68**

##### **WORK PLANS**

Work plans provide an objective mechanism to assist an employee and his/her manager in identifying work goals, outcomes and measurers for success, the Business Improvement Process, and the priorities of the Chief Judge and Trial Court Administrator.

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

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

#### **ARTICLE 69**

##### **RESIGNATION**

Employees should give at least 2 weeks notice of resignation.

#### **ARTICLE 70**

##### **CONFERENCES, WORKSHOPS AND SEMINARS**

Improvement of the worth of staff members of the Washtenaw County Trial Court, by the efforts of each is encouraged. Each staff member is encouraged to train himself/herself in skills that will increase his/her value to the Washtenaw County Trial Court,. Employees are encouraged to attend conferences, workshops or seminars in which the training is directly related to the employee's assigned duties or the training is required to maintain a professional license or registration.

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

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

**ARTICLE 71  
ON-CALL OR STANDBY**

On-call or standby refers to work that is pre-assigned or authorized by the department in order to cover operational needs that fall outside the employees regularly scheduled workday and requires the employee to be available for work as the need arises.

Departments in need of on-call or standby coverage shall provide notification to the Unit Chapter Chairperson at least two (2) weeks prior to requiring on-call or standby staffing. Designated exempt and non-exempt employees shall sign up and be scheduled for on-call activity for a period of one (1) week. Sign up shall be initially on a voluntary basis. However, in the event that additional coverage is needed, scheduling will occur according to reverse-seniority by classification.

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

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

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

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

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

**ARTICLE 72  
WORK RULES**

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

The Union shall be notified at least two (2) weeks in advance, if possible, of a department's desire to either establish and/or modify work rules. The Union shall have the opportunity to participate in the

development or revision of such work rules, unless the Employer cannot comply due to mitigating circumstances.

**ARTICLE 73  
DRESS CODE**

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

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

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

**ARTICLE 74  
WELLNESS ACTIVITIES / PROGRAMS**

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

**ARTICLE 75  
COMMERCIAL DRIVERS LICENSE**

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

**ARTICLE 76  
LICENSES/CERTIFICATIONS**

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

**ARTICLE 77**  
**REORGANIZATION**

- a. Should Management find it necessary in the course of business to institute a reorganization they shall contact the Bargaining Unit not less than 30 business days in advance, with earlier notification if possible, and negotiate the same.
- b. In the event of reorganization, the parties' intent is to allow affected employees within the department opportunities to maintain a position as a result of the reorganization. Therefore, this article supersedes the provisions of the "Transfers, Promotions, Job Postings and Bidding Procedures" article of the collective bargaining agreements. The parties have agreed to the following language respective to positions posted as a result of reorganization. Applicants who currently meet the minimum qualifications shall be hired and placed in the new positions. Applicants not currently meeting the new educational, certification, or licensing requirements for the newly created position shall be considered for hire and given a negotiated reasonable timeline, by way of letter of understanding, to achieve the new requirements prior to filling positions from other bargaining units candidates, so long as doing so does not negatively impact program outcomes. The following preference shall apply:
  - i. Qualified Unit members within the department, in case of equal qualifications, seniority shall prevail
  - ii. Qualified County Local 2733 members within the department, in case of equal qualifications, seniority shall prevail
  - iii. Not qualified Unit members within the department, by way of letter of understanding
  - iv. Not qualified County Local 2733 members within the department, by way of letter of understanding
  - v. Qualified within Unit, in case of equal qualifications, seniority shall prevail
  - vi. Qualified County employees within the Local 2733
- c. The employment interview shall be used in a fair and equitable manner. Both parties agree the employment interview will not be used as the sole reason to disqualify a senior member from receiving the job and a trial period according to the collective bargaining agreement.
- d. Skill-based testing shall be used to help identify areas of additional training. (This should be identified in work plans for improvement.)
- e. Provide to the Union the applications and results of interview and skill-based testing for bargaining unit members.
- f. Work traditionally bargaining unit work shall remain within the unit.
- g. When implementing a reduction in union staff, all temporary workers, contractors, and consultants shall be released before any regular county employees in the department unit doing similar work.
- h. All newly created positions will be negotiated with the appropriate bargaining units, including wages.
- i. The County/Court shall negotiate with Local 2733 for any employee that is impacted by position elimination during the reorganization for benefits, displacement of employees, and wage changes, to include discussing the possibility of red circling.
- j. Any employee who is no longer employed with the County/Court as a result of reorganization shall be considered in layoff status and receive all benefits afforded them under the collective bargaining agreement.
- k. The employer will practice full disclosure as it relates to the reorganization and specifically the employment interview when used, i.e., interview forms, examples of questions to be used, specific outcome of interviews, including summary sheets. In addition the employer will provide behavior-based interview training for the applicants prior to the interview.

- I. When mutually agreed upon by HR and the Local Union President, Local 2733 will sit in on interviews for Union positions.

#### **ARTICLE 78**

##### **Legal Representation and Indemnification**

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

#### **ARTICLE 79**

##### **Contrary to Law Provision**

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

**ARTICLE 80  
DURATION OF AGREEMENT**

This agreement shall be in full force and effect January 1, 2008 – December 31, 2010

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

**FOR THE UNION**

By: Angela M. Labor  
Angela Labor  
Michigan Council 25 Senior Staff Representative

**FOR THE EMPLOYER**

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

By: Jeff Irwin  
Jeff Irwin, Chair  
Washtenaw County Board of Commissioners

**ATTESTED TO:**

By: Daniel Dwyer  
Daniel Dwyer  
Trial Court Administrator

By: Lawrence Kestenbaum  
Lawrence Kestenbaum  
Washtenaw County Clerk / Register of Deeds

By: Robert Brabbs  
Robert Brabbs  
President, AFSCME Local 2733

By: Marti Bilbey  
Marti Bilbey, Chapter Chair  
Family Division–Juvenile Center Negotiator

By: Kent Bernard  
Kent Bernard  
Family Division–Juvenile Center Negotiator

By: Amy White  
Amy White  
Family Division–Juvenile Center Negotiator

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

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

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

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



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

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

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

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

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

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

A schedule indicates 80 hour Employee rate

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

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

**APPENDIX B  
CLASSIFICATIONS**

**Grade 17**

Clerk Recorder

**Grade 18**

Attorney Assignment/Billing Officer

**Grade 19**

Casa Volunteer Leader

Fiscal Services/Clerk Recorder

**Grade 20**

**Grade 21**

Guardianship/Adoption Caseworker

In Home Intervention Specialist I/II (21/22)

**Grade 22**

Diversion Caseworker I/II/III (22/24/26)

Probation Officer I/II/III (22/24/26)

Probation Officer – Intensive Probation I/II/III (22/24/26)

**Grade 24**

Casa Coordinator

**Grade 25**

**Grade 26**

Juvenile Court Drug Coordinator

**APPENDIX C  
LETTERS OF UNDERSTANDING**

	<b>Labor Relations <u>Assigned Number</u></b>	<b>Date <u>Signed</u></b>
1. Article 14 - Temporary Layoffs	360	9/2/99
2. Employees Having Equal Seniority	361	9/2/99
3. Permanent Panel of Arbitrators	363	9/2/99
4. Court Recorder Positions	364	9/2/99
5. Hepatitis / Bloodborne Pathogens	365	9/2/99
6. Holiday Payment for Family Division – Juvenile Center employees	366	9/2/99
7. Payment for Conducting Evening Sessions by Caseworkers	367	9/2/99
8. Intensive Probation	369	9/2/99
9. Overtime Compensation, Exempt Employees	661	10/20/05
10. Other Eligible Adult Benefits	741	10/11/07

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

**APPENDIX D  
MASTER'S RATE**

Any employee hired before January 1, 1994 with a MSW or MA degree in the Behavioral Sciences who has not already received such a salary supplement is eligible, upon one year's satisfactory employment or upon the execution of this contract whichever is later, to receive a salary supplement equal to 5% of Step 1 of his/her current grade.

Effective January 1, 1994 any employee, who during employment with the Court, earns a college level degree higher than his/her educational level at the time of hire and which is relevant to the position held will be eligible, upon one year's satisfactory employment, for a salary supplement equal to 5% of Step 1 of his/her current grade.

For purposes of this provision, a higher degree does not include an Associate's Degree.

**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 at no cost to the employee. For this reason (as well as insurance carrier requirements) employees must select an option in all of these benefits categories.

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

- I. **Medical**
  - A. Traditional Blue Cross/Blue Shield program (MM50).
  - B. Comprehensive Master Medical - \$250 annual deductible (CMM250).
  - C. **Blue Cross / Blue Shield Community Blue PPO1, PPO2, and PPO10.**
  - D. No medical insurance - available only if accompanied by specific documentation of coverage by spousal insurance plan.
  
- II. **Dental**
  - A. **\$750 annual maximum (current County Dental Plan) with 50% reimbursement on most procedures.**
  - B. \$1,000 annual maximum - with 80% reimbursement maximum on most procedures.
  
- III. **Life Insurance**
  - A. **One times salary up to \$50,000.**
  - B. Two times salary up to \$100,000.
  - C. Three times salary up to \$150,000.
  
- IV. **Long-Term Disability**
  - A. **50% of salary after 6 months of disability.**
  - B. 50% of salary after 3 months disability.
  - C. 60% of salary after 3 months disability.
  - D. 66% of salary after 3 months disability.
  
- V. **Optional**
  - Vision Care Plan - fixed reimbursements for frames, lenses and examinations every 24 months.

**Core Plan Benefits are in bold & italic print**

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



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

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

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

#### **Flexible Credits**

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

#### **Enrollment**

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

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

APPENDIX F

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

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 19, 2008

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

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

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

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

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

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

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

WHEREAS, the Union has ratified an agreement.

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

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

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

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

STATE OF MICHIGAN                      )

COUNTY OF WASHTENAW)<sup>SS</sup>

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 19<sup>th</sup>, 2008, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 20<sup>th</sup> day of March, 2008.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_

Deputy Clerk



**Res. No. 08-0050**

**TENTATIVE AGREEMENT**  
**Washtenaw County & AFSCME Local 2733**

**AGREEMENT**

Three (3) year contract (2008 – 2010)

**WAGES (effective the first day of the payperiod)**

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

**RECLASSIFICATIONS – Effective date of BOC authorization**

As agreed to in the individual units

**ACTIVE HEALTHCARE – Effective 1/1/09**

*CORE plan for existing employees will be Community Blue PPO1 with \$0/\$30 prescriptions*

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

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

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

Remove Delta Dental affiliation from collective bargaining agreement

Prescription Drugs will be carved out with a 3<sup>rd</sup> party Prescription Benefit Manager

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

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

**PENSION**

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

- FAC3
- 2.0 multiplier
- Vesting of 8 years

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

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

the 10% cap. If additional contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5%, the parties shall negotiate the adjustments.

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

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

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

Increase WCERS death benefit to \$7,500.

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

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

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

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

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

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

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

#### **LICENSES / CERTIFICATIONS**

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

#### **HOLIDAY – effective 4/1/08**

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

#### **TUITION REIMBURSEMENT**

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

## **UNION PRESIDENT**

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

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

## **2733 Me Too**

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

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

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

## **Article 12 Layoff and Insurance**

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

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

### **Non-Economic Matters**

#### **For all Court Contracts (TA'd 10/11/07)**

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

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

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

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

Juvenile Center contract:

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

All contracts:

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

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

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

(d)

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

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

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

**Separate into New Articles #**

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

**Article 18**

## **TRANSFERS, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES**

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

## **JOB POSTING LOCATIONS**

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

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

During the three (3) month trial period the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and



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

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

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

### **2(a)**

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

### **3(a)**

Application for leave for Prolonged Illness in the Immediate Family must be made in writing and must be accompanied by a statement from the doctor certifying the

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

#### **Article 19 (JC)**

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

#### **Section 1(b)**

*(3) Public Service Board, Agency, or Project*

#### **Section 2(c) Illness Leave**

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

#### **Section 3 Maternity Leave**

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

An employee's position will be held open for him/her for six (6) months while he/she is on Maternity/Prolonged Illness in the Immediate Family Leave. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was

vacated by said employee. Maternity leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

**Section 4 Prolonged Illness in the Immediate Family**

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

**Section 7(d) Personal Leave**

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

**Section 8(f) General Policies**

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

**Section 8(i) General Policies**

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

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

An employee shall be allowed five (5) working days with pay, as bereavement leave days, not to be deducted from sick or annual leave, for the death in the immediate family. The following are defined as immediate family: spouse, parent, brother or sister, child, step-child, mother in law, father in law, sister in law and brother in law. An employee shall be allowed three (3) working days with pay as bereavement days, not to be deducted from sick or annual leave, in the event of death of the following family

members: Aunts, uncles, nieces, nephews, grandparents, spouse's grandparents, or someone with whom the employee has a legal relationship or a related member in an employee's household and all such relatives of one's spouse, and a declared significant other. Also, parents and grandparents of employee's minor children including children of divorced parents or where the child's parents are not legally married.

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

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

#### ***ALL DETENTION EMPLOYEES***

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

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

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

**Requirements as to Continuity of Service.** Service requirements for advancement within compensation schedules, and for other purposes as specified, shall include the requirement of continuous service, which means employment in the Washtenaw County Juvenile Detention, without break or interruption. Leaves of absence with pay, and leaves of absence without pay of less than thirty (30) days, shall not interrupt continuous service, nor be deducted there from. Absences on leave without pay in excess of thirty (30) days, except for extended service with the armed forces of the United States, shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two (2) working days shall be deducted from continuity of service for the purpose of this Section.

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

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

**Late Reporting.** Employees who, for whatever reason, are going to be late beyond 15 minutes, are expected to inform their supervisor at the earliest possible time, normally not later than one-half (½) hour AFTER the regular reporting time.

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

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

#### **YOUTH COUNSELORS, YOUTH ATTENDANTS, COOK/JANITORS**

**Work Week.** It is agreed that the normal work week for detention employees shall be eight (8) hours per day, 40 hours per week. All hours worked in excess of 40 hours per week shall be compensated at the rate of time and one half (1 ½) in cash or compensatory time for FLSA exempt classifications at the discretion of the Employer. From time to time work in excess of the normal work week shall be required. Detention employees covered by this agreement shall assist the department as required as a normal part of their work responsibility.

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

#### **CLERICAL EMPLOYEES**

**Work Week.** It is agreed that the normal work week for Juvenile Detention clerical employees shall be seven and one-half (7 ½) hours per day, thirty-seven and one-half (37 ½) hours per week.

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

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

**Article 41 (JC/JD)**

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

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

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

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

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

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

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

- b. Should Management find it necessary in the course of business to institute a reorganization they shall contact the Bargaining Unit not less than 30 business days in advance, with earlier notification if possible, and negotiate the same.
  
- b. In the event of reorganization, the parties' intent is to allow affected employees within the department opportunities to maintain a position as a result of the reorganization. Therefore, this article supersedes the provisions of the "Transfers, Promotions, Job Postings and Bidding Procedures" article of the collective bargaining agreements. The parties have agreed to the following language respective to positions posted as a result of reorganization. Applicants who currently

meet the minimum qualifications shall be hired and placed in the new positions. Applicants not currently meeting the new educational, certification, or licensing requirements for the newly created position shall be considered for hire and given a negotiated reasonable timeline, by way of letter of understanding, to achieve the new requirements prior to filling positions from other bargaining units candidates, so long as doing so does not negatively impact program outcomes. The following preference shall apply:

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

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

**In Trial Court contracts:**

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

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

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

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

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

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

All employees should dress professionally and appropriately for their jobs and work environment. The Union shall be allowed to participate in the creation of dress code work rules consistent with the work rules provision of this agreement. The Employer will provide any required clothing/apparel and equipment deemed necessary for any safety reason.

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

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

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



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

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

**Changes to Article 15: Seniority of Officers and Stewards**

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

All other provisions of the collective bargaining agreement apply.



## APPENDIX G

# Washtenaw County Departments and Courts

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