

4091

12/31/2001

County of Washtenaw

and

**Assistant Prosecutors
Association**



Washtenaw County

1997 - 2001



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AGREEMENT

Agreement entered into the 5th day of August, 1998 between the County of Washtenaw ("County"), the Washtenaw County Prosecuting Attorney ("Prosecuting Attorney" or "PA") and the Washtenaw County Assistant Prosecutors Association (the "Association").

ARTICLE 1 PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment and to further the interests of all parties hereto in maintaining friendly and cooperative relationships among themselves.

ARTICLE 2 RECOGNITION

The employer hereby recognizes the Association as the sole collective bargaining agent for the following bargaining unit:

"All duly appointed Assistant Prosecuting Attorneys for Washtenaw County excluding the Chief Assistant Prosecuting Attorney and Deputy Chief Assistant Prosecuting Attorney."

ARTICLE 3 ASSOCIATION SECURITY

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

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

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

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

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

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

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

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

ARTICLE 4 JOB CLASSIFICATIONS

There shall be four (4) levels of APA's below the grade of Chief Assistant Prosecuting Attorney. The names and grades (on the General Salary Schedule) of these levels shall be as follows:

1. APA I--Grade 27
2. APA II--Grade 29, Steps 3 through 8, and then Grade 30, Step 8
3. First Assistant P.A.--Grade 31
4. Senior Assistant P.A.--Grade 35

Matters of hiring, firing, promotion and demotion rest within the sole discretion of the PA except as limited by this Agreement and by constraints which may be placed upon him by the County personnel policy in conformance with this Agreement and with applicable law.

ARTICLE 5 JOB QUALIFICATIONS

APA's become eligible for promotion to the various positions as they fulfill the job qualifications set forth below. The decision as to whom, if anyone, to promote to a vacant position rests within the sole discretion of the PA except as limited by this Agreement, by County personnel policies or by applicable law.

APA I--

1. Professional degree of Juris Doctor or equivalent.
2. Member of the State Bar of Michigan.
3. Apparent ability to fulfill the functions of an APA.

APA II--

1. Meets all qualifications of APA 1.
2. Member of the State Bar of Michigan for at least two (2) years.
3. Demonstrated ability to fulfill the functions of an APA as determined by the PA based upon the attorneys work history as an APA or elsewhere.
4. A qualified attorney may be hired at the APA II level if the PA so determines and if the Office budget provides sufficient funds to do so.
5. 2 years experience with the Washtenaw County Prosecuting Attorney's Office or 2 years of equivalent trial experience in another capacity. Examples of other

experience that would be satisfactory are the U.S. Attorney's Office or a Public Defender's office.

First Assistant PA--

1. Meets all requirements of APA I and II.
2. Demonstrated organizational and/or supervisory abilities as determined by the PA based upon the attorney's work product and work history.

Senior Assistant PA--

1. Meets all requirements of APA I and APA II.
2. Demonstrated organizational and leadership abilities as reflected in his work as an APA or elsewhere.

**ARTICLE 6
SALARIES**

The parties of this Agreement adopt and incorporate herewith the Washtenaw County General Salary Schedule as effective January 1, 1995. Remuneration for Association members shall be that fixed by this Agreement and by the General Salary Schedule.

Newly hired APA's shall be hired in at Step 1 of the appropriate Grade unless the County authorizes hiring at an elevated Step upon request of the PA.

After one year of satisfactory service APA I's will move from Grade 27, Step 1 to Grade 27, Step 2. Promotions from APA I to APA II shall be determined by years of service in the Prosecutors Office, and said promotions from APA I to APA II shall be at the discretion of the Prosecuting Attorney and based upon the requirements as stated in Article IV.

If an APA is promoted from Grade 27, Step 2 after 2 years of service, that APA shall move to Grade 29, Step 3. After Grade 29, Step 8, an APA II shall move to a Grade 30, Step 8 upon the next promotion.

An APA who is promoted to First APA shall move to or retain the step in the new grade (31) which correctly reflects years of service in the Prosecutors Office. A new anniversary date may be assigned as of the date of promotion.

Promotions from First APA to Senior APA will reflect at least an approximate 9% increase in salary. The APA thus promoted will be placed at the step reflecting a minimum approximate 9% increase. A new anniversary date may be assigned as of the date of promotion.

APA's assigned to weekend duty will be responsible for performing all weekend related function, including but not limited to, review in-custody warrant requests for weekends and holidays, make weekend court appearances as necessary, and be on-call to perform all after hours functions during the subsequent workweek. Compensation for the on-call APA performing the above duties shall be 12 hours at his/her regular rate, in addition to the normal 37.5 hour weekly compensation. For weeks containing one (1) holiday, the APA on-call shall be paid 37.5 hour weekly compensation plus sixteen (16) hours for holiday and weekend duty. For the Thanksgiving holiday, APAs on-call shall be paid 37.5 hour weekly compensation plus twenty-four (24) hours for holiday and weekend duty.

**ARTICLE 7
DEMOTIONS, FIRING AND DISCIPLINARY ACTION**

No APA shall be demoted or fired for other than good cause. Good cause includes, but is not limited to, commission of a crime, moral turpitude, dishonesty, violation of policies established by the PA, excessive or unexplained absences from work, inability to properly perform assigned duties, or any other reason

which In the opinion of the PA renders the APA unsuitable for the position from which he/she is being demoted or fired. The affected employee can, upon request, receive in writing a communication from the PA informing him fully and fairly of the reasons for his discharge or demotion.

An APA shall be given reasonable access to his personal file. He/she shall be allowed to respond in a writing to be placed in his personnel file to any records of disciplinary actions taken against him. Such a response shall be made within five (5) days of the disciplinary action. If a response is not made within five (5) days the right to make such response shall be waived.

ARTICLE 8 GRIEVANCE

It is the intent of the parties to this Agreement to foster cooperative and friendly relations among themselves, recognizing that this is in the interest of all parties. To this end the PA, the County and the Association agree to meet through their representatives within a reasonably short time whenever requested by any party for the purpose of discussing questions or grievances arising from this contract or from their employment relationships. Each party further agrees to respond in writing within one (1) week to any written question or grievance submitted by any other party concerning the interpretation of this contract or the employment relationships between the parties. The parties bind themselves to endeavor in good faith and with diligence to resolve any disputes amicably and reasonably. Disputes which cannot be so resolved shall be referred to the Courts of this State for decision under applicable law.

All grievances under this section shall be submitted by the Association and not the individual employee involved.

ARTICLE 9 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 County 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. Effective January 1, 1981, employees at their option may charge two (2) of their personal leave days to sick rather than vacation. Use beyond these two (2) days 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 parent of employee or 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.

- (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 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 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. Payment will be made using the employee's salary at time of severance as a base.
- (j) An employee may accumulate in excess of one hundred-twenty (120) days for use only as sick time. There shall be no payment whatsoever for any days accumulated in excess of one hundred-twenty (120) days.

ARTICLE 10 FUNERAL LEAVE

An employee shall be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave or annual leave, for death in the immediate family. The immediate family is defined as immediate family under the sick leave provision. An additional two (2) funeral leave days shall be granted in the event of the death of a spouse, parent or child. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from his sick leave. The Association President, or his representative, shall be allowed one (1) funeral leave 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.

ARTICLE 11 HOLIDAY PROVISIONS

The paid holidays are designated as follows:

- New Year's Day (1/1 and 1/2 day before*)
- Martin Luther King Day (Third Monday in January)
- President's Day
- Memorial Day (Last Monday in May)
- July 4th
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving Day (Fourth Friday in November)
- Christmas Day (12/25 and 1/2 day before*)
- Good Friday (12-5 p.m.)

- * The 1/2 day off before New Year's Day and Christmas Day applies only when 12/25 and 1/1 fall on Tuesday, Wednesday, Thursday or Friday.

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

ARTICLE 12 VACATION ELIGIBILITY

1. Employees covered by this Agreement shall be allowed vacation leave, with pay, in accordance with the following plan:
 - (a) Employees in their first year of continuous employment shall earn one (1) day per month, or a total of twelve (12) vacation days per year.
 - (b) Employees in their second through fifth year of continuous service, but less than six years, shall earn one and one-quarter (1 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 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 2/3) days per month, or a total of twenty (20) days per year.
 - (e) Employees in the sixteenth through twenty-first year of continuous service, but less than twenty-two years, shall earn one and five-sixths (1 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 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 first day worked.
 - (b) The vacation allowance for permanent, salaried, part-time employees is prorated 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 prorated 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 lost.
 - (d) Scheduling of vacations will be worked out on a departmental basis, giving preference to seniority as to choice times of vacation.
 - (e) When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one (1) day continuous with vacation, or the employee will be allowed to "bank" such day(s) for future use.
 - (f) If an employee develops a major illness or incurs an injury and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his 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).
 - (g) Employees shall be allowed to utilize five (5) vacation days as personal business days, which may be taken one (1) day at a time. The employee utilizing vacation as personal business time must notify his/her supervisor at least three (3) days in advance when possible, but in any event no later than the starting time of the employee's regular shift.

Effective January 1, 1981, employees at their option may charge two (2) of their personal leave days to sick rather than vacation.

**ARTICLE 13
VACATION PAY ADVANCE**

If a regular payday falls during an employee's vacation, and he/she is to be on vacation for two (2) weeks or longer, he/she may request to receive that check in advance before going on vacation, provided the request is submitted by the employee not later than two (2) weeks prior to his scheduled vacation.

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

**ARTICLE 14
HOSPITALIZATION - MEDICAL - DENTAL COVERAGE**

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 March 13, 1996:

- (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 \$5.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- (f) Those employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

For employees hired on March 13, 1996 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 March 13, 1996 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 \$5.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- (f) Upon the fourth year of employment, the employee shall be removed from Blue Shield CMM 250 and the Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, under the plan Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB.
- (g) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Cross/Blue Shield MVF I, Master Medical IMB-OB from the fourth year and thereafter, if any employee's absence is the result of any injury, illness, or maternity for the first six (6) months.
- (h) Those Employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for the same full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

ARTICLE 15 LIFE INSURANCE

The Employer agrees to pay full cost of premiums for Life Insurance for permanent salaried and hourly-rate employees who work thirty (30) hours or more per week. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six (6) months following hire. The amount of Life insurance ranges between twenty-three thousand dollars (\$23,000) minimum and forty thousand dollars (\$40,000) maximum based on one (1) times the annual base salary including longevity payment, *but excluding overtime payment*, adjusted to the next higher five hundred dollars (\$500) [if not already a multiple of five hundred (500)].

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 of the employee.

ARTICLE 16 COMPUTATION OF BENEFITS

- (a) All hours paid to an employee shall be considered as hours worked for the purpose of computing any benefits under this Agreement.
- (b) All regular full-time and half-time employees shall receive all benefits on a prorated basis, commensurate with the number of hours worked. In order to qualify for payment of premium on hospitalization, dental insurance or life insurance an employee must average thirty (30) hours or

- more per week. Employees working less than thirty (30) hours per week shall be afforded the opportunity, at the employee's expense, of participating in the group insurance plans.
- (c) The Employer agrees to pay one-half (1/2) of the premium for hospitalization and dental insurance for those employees who work at least half-time (18.75 hours) but less than thirty (30) hours per week.

**ARTICLE 17
CONTINUING BENEFITS OR DEDUCTIONS**

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

**ARTICLE 18
UNEMPLOYMENT COMPENSATION**

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

**ARTICLE 19
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 20
PARKING FACILITIES**

1. Parking at County work locations will be free of charge except for those areas, such as downtown Ann Arbor, where charges are customarily provided in other adjacent parking facilities.
2. The fee for parking in the County Building lot shall remain at five (\$5.00) dollars per month. If additional spaces are made available in the downtown area there will be further negotiations concerning the fee and priorities.
3. The priorities for the County Building lot and any other lots used for County Building employees will be as follows:
 - a. handicapped;
 - b. elected officials and department heads;
 - c. those who work in the County Building and who make frequent use of their vehicles [at least five (5) times a week in-county business; trips outside normal working hours, evening meetings, work on weekends, etc., are excluded]; and
 - d. all others by seniority.
4. Anyone who has a parking pass at the time this Agreement becomes effective will not lose their pass.
5. If a person who has a pass leaves County employment, the pass shall be reissued, using the priority list in Section 3.
6. In the event there is major renovation of the existing County Building parking lot, parking passes may be suspended for the duration of the renovation.
7. The priority list shall be posted in the Personnel Department.

**ARTICLE 21
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 22
RETIREMENT OR PENSION PLAN**

Washtenaw County Employees' Retirement System

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

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

Final Average Compensation is the average of the compensation paid the employee by the Employer during the period of five (5) consecutive years of service which produces the highest average. The five (5) consecutive years must be within your last ten (10) years of credited service.

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

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

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

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

The Employer agrees to pay the premiums for Blue Cross and Blue Shield Medicare Supplement Insurance and for two thousand (\$2,000) dollars of life insurance for employees retiring.

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

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

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

1. Deductions start at the beginning of an employee's service with the Employer and equal **six (6)** percent of his/her annual compensation.
2. Benefits are based on salary and length of service, being equal to two (2) percent of salary, multiplied by the number of years of service upon retirement. The result of this computation is the amount of annual retirement benefit.
3. The Employer agrees to pay the premium for Blue Cross and Blue Shield hospitalization insurance presently in effect for regular County employees, for retirees from the date of their retirement until they reach their 65th birthday.

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

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

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

Money Purchase Pension Plan

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

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

Effective 1/1/1998 -- MPPP

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

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

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

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

Employees who were members of the WCERS and who elected to "cash-out" and/or freeze their distributions into the WCERS and participate in the MPPP shall be allowed to buy-back previous service credits into WCERS. Any money which was withdrawn from either the WCERS, or the MPPP, for any reason, must be reimbursed to the Washtenaw County Retirement System, at the time the election is made and in no event will the employee be able to draw pension benefits until such sums are repaid. The employee must roll all the money currently in the MPPP back into the WCERS.

**ARTICLE 23
CONFERENCES, WORKSHOPS AND SEMINARS**

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

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

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

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

**ARTICLE 24
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 25
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 26
LONGEVITY**

A. All employees covered by this Agreement in the active pay status of the Employer as of October 1 of any year (beginning October 1, 1980) shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following paragraphs and schedule of payment.

B. Longevity pay shall be computed as a percentage of Form W-2 Gross Earnings, exclusive of any amount for prior longevity payments, for the calendar year preceding the year of payment in accordance with the following schedule of payment.

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%

C. Following completion of five (5) year of continuous permanent full or 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 full-time active pay status equal to the service required by original eligibility

plus a minimum of one additional year of such continuous full-time 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, physical disability or authorized sick leave, or leave of absence, for a period of more than one (1) month shall not be credited with, or continue to accumulate continuous service 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 this previous service accumulation. For the purpose of this Agreement, employees utilizing paid sick leave, vacation, funeral leave or personal leave shall be deemed as time worked.

Should an employee leave employment with the County for any reason, the employee's longevity will be paid on a prorated basis for each completed month of service with the County from October 1st.

ARTICLE 27

WORKER'S COMPENSATION—On-the-Job-Injury

- (a) Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income, for a period not to exceed six (6) months.
- (b) 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
"ME TOO" PROVISION**

If *AFSCME Local 2733* and/or the *Public Defenders Association* negotiates higher across-the-board wage increases and/or benefit enhancements for 1998-2001, including the exchange of holidays, the *Assistant Prosecutors Association*, would be awarded the higher increases.

**ARTICLE 29
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until midnight, December 31, 2001, retroactive to January 1, 1997.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter. subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- (c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.
- (d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Prosecutors Office; and if the Employer, addressed to the County of Washtenaw, Washtenaw County Building, P.O. Box 8645, Ann Arbor, Michigan 48107, or to any such address as the Union or Employer may make available to each other.

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

**WASHTENAW COUNTY
ASSISTANT PROSECUTORS ASSOCIATION**

By: _____

Peter Angelini
Peter Angelini, President
Assistant Prosecutors Association

7-10-94

COUNTY OF WASHTENAW

By: _____

Suzanne Shaw
Suzanne Shaw, Chair
Washtenaw County Board of Commissioners

**WASHTENAW COUNTY
PROSECUTING ATTORNEY**

By: _____

Brian Mackie
Brian Mackie
Washtenaw County Prosecuting Attorney

Attested to:

By: _____

Peggy M. Haines
Peggy M. Haines
Washtenaw County Clerk/Register

**APPENDIX A
SALARY SCHEDULE**

SCHEDULE I
EFFECTIVE 1/1/97
FOR

22 - ASSISTANT PROSECUTORS ASSOCIATION

STEPS GRADES	1	2	3	4	5	6	7	8	9
27	36,836 \$1,416.75 \$18.89	38,259 \$1,471.50 \$19.62	39,722 \$1,527.75 \$20.37	41,301 \$1,588.50 \$21.18	42,900 \$1,650.00 \$22.00	44,616 \$1,716.00 \$22.88	46,430 \$1,785.75 \$23.81	48,341 \$1,859.25 \$24.79	
28	38,259 \$1,471.50 \$19.62	39,722 \$1,527.75 \$20.37	41,301 \$1,588.50 \$21.18	42,900 \$1,650.00 \$22.00	44,616 \$1,716.00 \$22.88	46,430 \$1,785.75 \$23.81	48,341 \$1,859.25 \$24.79	50,330 \$1,935.75 \$25.81	
29	39,722 \$1,527.75 \$20.37	41,301 \$1,588.50 \$21.18	42,900 \$1,650.00 \$22.00	44,616 \$1,716.00 \$22.88	46,430 \$1,785.75 \$23.81	48,341 \$1,859.25 \$24.79	50,330 \$1,935.75 \$25.81	52,397 \$2,015.25 \$26.87	
30	41,301 \$1,588.50 \$21.18	42,900 \$1,650.00 \$22.00	44,616 \$1,716.00 \$22.88	46,430 \$1,785.75 \$23.81	48,341 \$1,859.25 \$24.79	50,330 \$1,935.75 \$25.81	52,397 \$2,015.25 \$26.87	54,561 \$2,098.50 \$27.98	
31	42,900 \$1,650.00 \$22.00	44,616 \$1,716.00 \$22.88	46,430 \$1,785.75 \$23.81	48,341 \$1,859.25 \$24.79	50,330 \$1,935.75 \$25.81	52,397 \$2,015.25 \$26.87	54,561 \$2,098.50 \$27.98	56,843 \$2,186.25 \$29.15	57,584 \$2,214.75 \$29.53
32	44,616 \$1,716.00 \$22.88	46,430 \$1,785.75 \$23.81	48,341 \$1,859.25 \$24.79	50,330 \$1,935.75 \$25.81	52,397 \$2,015.25 \$26.87	54,561 \$2,098.50 \$27.98	56,843 \$2,186.25 \$29.15	59,261 \$2,279.25 \$30.39	
33	46,430 \$1,785.75 \$23.81	48,341 \$1,859.25 \$24.79	50,330 \$1,935.75 \$25.81	52,397 \$2,015.25 \$26.87	54,561 \$2,098.50 \$27.98	56,843 \$2,186.25 \$29.15	59,261 \$2,279.25 \$30.39	61,796 \$2,376.75 \$31.69	
34	48,341 \$1,859.25 \$24.79	50,330 \$1,935.75 \$25.81	52,397 \$2,015.25 \$26.87	54,561 \$2,098.50 \$27.98	56,843 \$2,186.25 \$29.15	59,261 \$2,279.25 \$30.39	61,796 \$2,376.75 \$31.69	64,448 \$2,478.75 \$33.05	
35	50,330 \$1,935.75 \$25.81	52,397 \$2,015.25 \$26.87	54,561 \$2,098.50 \$27.98	56,843 \$2,186.25 \$29.15	59,261 \$2,279.25 \$30.39	61,796 \$2,376.75 \$31.69	64,448 \$2,478.75 \$33.05	67,236 \$2,586.00 \$34.48	

APPENDIX A SALARY SCHEDULE

SCHEDULE I EFFECTIVE 1/1/99 FOR

22 - ASSISTANT PROSECUTORS ASSOCIATION

STEPS GRADES	1	2	3	4	5	6	7	8	9	
27	37,577 \$1,445.25 \$19.27	39,020 \$1,500.75 \$20.01	40,521 \$1,558.50 \$20.78	42,120 \$1,620.00 \$21.60	43,758 \$1,683.00 \$22.44	45,513 \$1,750.50 \$23.34	47,366 \$1,821.75 \$24.29	49,316 \$1,896.75 \$25.29		
28	39,020 \$1,500.75 \$20.01	40,521 \$1,558.50 \$20.78	42,120 \$1,620.00 \$21.60	43,758 \$1,683.00 \$22.44	45,513 \$1,750.50 \$23.34	47,366 \$1,821.75 \$24.29	49,316 \$1,896.75 \$25.29	51,344 \$1,974.75 \$26.33		
29	40,521 \$1,558.50 \$20.78	42,120 \$1,620.00 \$21.60	43,758 \$1,683.00 \$22.44	45,513 \$1,750.50 \$23.34	47,366 \$1,821.75 \$24.29	49,316 \$1,896.75 \$25.29	51,344 \$1,974.75 \$26.33	53,450 \$2,055.75 \$27.41		
30	42,120 \$1,620.00 \$21.60	43,758 \$1,683.00 \$22.44	45,513 \$1,750.50 \$23.34	47,366 \$1,821.75 \$24.29	49,316 \$1,896.75 \$25.29	51,344 \$1,974.75 \$26.33	53,450 \$2,055.75 \$27.41	55,653 \$2,140.50 \$28.54		
31	43,758 \$1,683.00 \$22.44	45,513 \$1,750.50 \$23.34	47,366 \$1,821.75 \$24.29	49,316 \$1,896.75 \$25.29	51,344 \$1,974.75 \$26.33	53,450 \$2,055.75 \$27.41	55,653 \$2,140.50 \$28.54	57,974 \$2,229.75 \$29.73	58,734 \$2,259.00 \$30.12	
32	45,513 \$1,750.50 \$23.34	47,366 \$1,821.75 \$24.29	49,316 \$1,896.75 \$25.29	51,344 \$1,974.75 \$26.33	53,450 \$2,055.75 \$27.41	55,653 \$2,140.50 \$28.54	57,974 \$2,229.75 \$29.73	60,450 \$2,325.00 \$31.00		
33	47,366 \$1,821.75 \$24.29	49,316 \$1,896.75 \$25.29	51,344 \$1,974.75 \$26.33	53,450 \$2,055.75 \$27.41	55,653 \$2,140.50 \$28.54	57,974 \$2,229.75 \$29.73	60,450 \$2,325.00 \$31.00	63,024 \$2,424.00 \$32.32		
34	49,316 \$1,896.75 \$25.29	51,344 \$1,974.75 \$26.33	53,450 \$2,055.75 \$27.41	55,653 \$2,140.50 \$28.54	57,974 \$2,229.75 \$29.73	60,450 \$2,325.00 \$31.00	63,024 \$2,424.00 \$32.32	65,735 \$2,528.25 \$33.71		
35	51,344 \$1,974.75 \$26.33	53,450 \$2,055.75 \$27.41	55,653 \$2,140.50 \$28.54	57,974 \$2,229.75 \$29.73	60,450 \$2,325.00 \$31.00	63,024 \$2,424.00 \$32.32	65,735 \$2,528.25 \$33.71	68,582 \$2,637.75 \$35.17		

**APPENDIX A
SALARY SCHEDULE**

SCHEDULE I
EFFECTIVE 1/1/2000
FOR

22 - ASSISTANT PROSECUTORS ASSOCIATION

STEPS GRADES	1	2	3	4	5	6	7	8	9	
27	38,337 \$1,474.50 \$19.66	39,800 \$1,530.75 \$20.41	41,340 \$1,590.00 \$21.20	42,959 \$1,652.25 \$22.03	44,636 \$1,716.75 \$22.89	46,430 \$1,785.75 \$23.81	48,321 \$1,858.50 \$24.78	50,310 \$1,935.00 \$25.80		
28	39,800 \$1,530.75 \$20.41	41,340 \$1,590.00 \$21.20	42,959 \$1,652.25 \$22.03	44,636 \$1,716.75 \$22.89	46,430 \$1,785.75 \$23.81	48,321 \$1,858.50 \$24.78	50,310 \$1,935.00 \$25.80	52,377 \$2,014.50 \$26.86		
29	41,340 \$1,590.00 \$21.20	42,959 \$1,652.25 \$22.03	44,636 \$1,716.75 \$22.89	46,430 \$1,785.75 \$23.81	48,321 \$1,858.50 \$24.78	50,310 \$1,935.00 \$25.80	52,377 \$2,014.50 \$26.86	54,522 \$2,097.00 \$27.96		
30	42,959 \$1,652.25 \$22.03	44,636 \$1,716.75 \$22.89	46,430 \$1,785.75 \$23.81	48,321 \$1,858.50 \$24.78	50,310 \$1,935.00 \$25.80	52,377 \$2,014.50 \$26.86	54,522 \$2,097.00 \$27.96	56,765 \$2,183.25 \$29.11		
31	44,636 \$1,716.75 \$22.89	46,430 \$1,785.75 \$23.81	48,321 \$1,858.50 \$24.78	50,310 \$1,935.00 \$25.80	52,377 \$2,014.50 \$26.86	54,522 \$2,097.00 \$27.96	56,765 \$2,183.25 \$29.11	59,124 \$2,274.00 \$30.32	59,904 \$2,304.00 \$30.72	
32	46,430 \$1,785.75 \$23.81	48,321 \$1,858.50 \$24.78	50,310 \$1,935.00 \$25.80	52,377 \$2,014.50 \$26.86	54,522 \$2,097.00 \$27.96	56,765 \$2,183.25 \$29.11	59,124 \$2,274.00 \$30.32	61,659 \$2,371.50 \$31.62		
33	48,321 \$1,858.50 \$24.78	50,310 \$1,935.00 \$25.80	52,377 \$2,014.50 \$26.86	54,522 \$2,097.00 \$27.96	56,765 \$2,183.25 \$29.11	59,124 \$2,274.00 \$30.32	61,659 \$2,371.50 \$31.62	64,292 \$2,472.75 \$32.97		
34	50,310 \$1,935.00 \$25.80	52,377 \$2,014.50 \$26.86	54,522 \$2,097.00 \$27.96	56,765 \$2,183.25 \$29.11	59,124 \$2,274.00 \$30.32	61,659 \$2,371.50 \$31.62	64,292 \$2,472.75 \$32.97	67,041 \$2,578.50 \$34.38		
35	52,377 \$2,014.50 \$26.86	54,522 \$2,097.00 \$27.96	56,765 \$2,183.25 \$29.11	59,124 \$2,274.00 \$30.32	61,659 \$2,371.50 \$31.62	64,292 \$2,472.75 \$32.97	67,041 \$2,578.50 \$34.38	69,947 \$2,690.25 \$35.87		

APPENDIX A SALARY SCHEDULE

SCHEDULE I EFFECTIVE 1/1/2001 FOR

22 - ASSISTANT PROSECUTORS ASSOCIATION

STEPS GRADES	1	2	3	4	5	6	7	8	9
27	39,098 \$1,503.75 \$20.05	40,599 \$1,561.50 \$20.82	42,159 \$1,621.50 \$21.62	43,817 \$1,685.25 \$22.47	45,533 \$1,751.25 \$23.35	47,366 \$1,821.75 \$24.29	49,296 \$1,896.00 \$25.28	51,324 \$1,974.00 \$26.32	
28	40,599 \$1,561.50 \$20.82	42,159 \$1,621.50 \$21.62	43,817 \$1,685.25 \$22.47	45,533 \$1,751.25 \$23.35	47,366 \$1,821.75 \$24.29	49,296 \$1,896.00 \$25.28	51,324 \$1,974.00 \$26.32	53,430 \$2,055.00 \$27.40	
29	42,159 \$1,621.50 \$21.62	43,817 \$1,685.25 \$22.47	45,533 \$1,751.25 \$23.35	47,366 \$1,821.75 \$24.29	49,296 \$1,896.00 \$25.28	51,324 \$1,974.00 \$26.32	53,430 \$2,055.00 \$27.40	55,614 \$2,139.00 \$28.52	
30	43,817 \$1,685.25 \$22.47	45,533 \$1,751.25 \$23.35	47,366 \$1,821.75 \$24.29	49,296 \$1,896.00 \$25.28	51,324 \$1,974.00 \$26.32	53,430 \$2,055.00 \$27.40	55,614 \$2,139.00 \$28.52	57,896 \$2,226.75 \$29.69	
31	45,533 \$1,751.25 \$23.35	47,366 \$1,821.75 \$24.29	49,296 \$1,896.00 \$25.28	51,324 \$1,974.00 \$26.32	53,430 \$2,055.00 \$27.40	55,614 \$2,139.00 \$28.52	57,896 \$2,226.75 \$29.69	60,314 \$2,319.75 \$30.93	61,094 \$2,349.75 \$31.33
32	47,366 \$1,821.75 \$24.29	49,296 \$1,896.00 \$25.28	51,324 \$1,974.00 \$26.32	53,430 \$2,055.00 \$27.40	55,614 \$2,139.00 \$28.52	57,896 \$2,226.75 \$29.69	60,314 \$2,319.75 \$30.93	62,888 \$2,418.75 \$32.25	
33	49,296 \$1,896.00 \$25.28	51,324 \$1,974.00 \$26.32	53,430 \$2,055.00 \$27.40	55,614 \$2,139.00 \$28.52	57,896 \$2,226.75 \$29.69	60,314 \$2,319.75 \$30.93	62,888 \$2,418.75 \$32.25	65,579 \$2,522.25 \$33.63	
34	51,324 \$1,974.00 \$26.32	53,430 \$2,055.00 \$27.40	55,614 \$2,139.00 \$28.52	57,896 \$2,226.75 \$29.69	60,314 \$2,319.75 \$30.93	62,888 \$2,418.75 \$32.25	65,579 \$2,522.25 \$33.63	68,387 \$2,630.25 \$35.07	
35	53,430 \$2,055.00 \$27.40	55,614 \$2,139.00 \$28.52	57,896 \$2,226.75 \$29.69	60,314 \$2,319.75 \$30.93	62,888 \$2,418.75 \$32.25	65,579 \$2,522.25 \$33.63	68,387 \$2,630.25 \$35.07	71,351 \$2,744.25 \$36.59	

APPENDIX B
BOARD OF COMMISSIONERS RESOLUTION &
TENTATIVE AGREEMENT

A RESOLUTION APPROVING THE TENTATIVE AGREEMENT WITH THE ASSISTANT
PROSECUTORS ASSOCIATION, AND WASHTENAW COUNTY FOR THE FIVE YEAR
PERIOD JANUARY 1, 1997 THROUGH DECEMBER 31, 2001.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

November 19, 1997

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

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

WHEREAS, the collective bargaining agreement with the *Assistant Prosecutors Association*, expired December 31, 1996; and

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

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

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the tentative agreement with the *Assistant Prosecutors Association* and Washtenaw County for the period January 1, 1997 through December 31, 2001 as attached hereto and made a part hereof.

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

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY

ROLL CALL VOTE: TOTALS 13 2 0

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)SS.

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

PEGGY M. HAINES, Clerk/Register

BY: Barbara L. King
Deputy Clerk

Res. No. 97-0246



APPENDIX B
BOARD OF COMMISSIONERS RESOLUTION &
TENTATIVE AGREEMENT

TENTATIVE AGREEMENT

Washtenaw County

&

Assistant Prosecutors Association

1. AGREEMENT

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

2. WAGES

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

3. RETIREMENT ENHANCEMENTS – Effective 1/1/98

Money Purchase Pension Plan (MPPP)

- Increase employer and employee contributions to 7.5%
- Improve Health Care to equivalent of WCERS (age 60)
- Allow buy-back back into WCERS for those employees who left the plan and invested in the MPPP
- Implement the Rule of 75 (minimum age 50)
- Employee may retire at age 55 with 8 years of service, with medical commencing at age 60

Washtenaw County Employees Retirement System (WCERS)

- Implement the Rule of 75 (minimum age 50)

4. Maintain status quo on bar dues and just cause provision

5. WEEKEND DUTY / PAY (effective 1/1/97)

APA's assigned to weekend duty will be responsible for performing all weekend related function, including but not limited to, review in-custody warrant requests for weekends and holidays, make weekend court appearances as necessary, and be on-call to perform all after hours functions during the subsequent workweek. Compensation for the on-call APA performing the above duties shall be 12 hours at his/her regular rate, in addition to the normal 37.5 hour weekly compensation. All Assistant Prosecutor Association employees who work the actual holiday shall be paid at their current rate plus an additional 4 hours.

APPENDIX B
BOARD OF COMMISSIONERS RESOLUTION &
TENTATIVE AGREEMENT

TENTATIVE AGREEMENT

Washtenaw County

&

Assistant Prosecutors Association

6. ASSOCIATION SECURITY (insert new language)

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

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

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

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

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

APPENDIX B
BOARD OF COMMISSIONERS RESOLUTION &
TENTATIVE AGREEMENT

TENTATIVE AGREEMENT

Washtenaw County

&

Assistant Prosecutors Association

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

No employee shall be terminated under Section (a) or (b) of this Article unless: The Association first has notified the employee by registered letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Association dues or the service charge in an amount equivalent to periodic and uniformly required Association dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the County for termination as provided in this Article, and

- (2) The Association has furnished the County with written proof that the procedure of Section (c) (1) of this Article has been followed or has supplied the County with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Association must specify further, when requesting the County to terminate the employee, the following by written notice: "The Association certifies that (name) _____ has failed to tender either the periodic and uniformly required Association dues or service charge required as a condition of employment under the collective bargaining agreement and that, under the terms of the Agreement, the County shall terminate the employee."
- (d) The Association shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Article 5.

7. "ME TOO" PROVISION

If *AFSCME Local 2733* and/or the *Public Defenders Association* negotiates higher across-the-board wage increases and/or benefit enhancements for 1998-2001, including the exchange of holidays, the *Assistant Prosecutors Association*, would be awarded the higher increases.





