

**County of Washtenaw**

**and**

**Public Defenders  
Association**



**2003 – 2005**

**AGREEMENT**

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, between the **County of Washtenaw** (hereinafter referred to as the "EMPLOYER") and the **Washtenaw County Public Defenders Association** (hereinafter referred to as the "UNION").

**PURPOSE AND INTENT**

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

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

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

**ARTICLE 1  
RECOGNITION - Employees Covered**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:  
All Washtenaw County assistant public defenders excluding the chief assistant Public Defender

**ARTICLE 2  
AID TO OTHER UNIONS**

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

**ARTICLE 3  
UNION SECURITY**

- (a) **Union Representation**
  - 1. **Union Representatives.**
    - (a) The employees covered by this agreement will be represented by two union representatives. The Union shall have the exclusive right to assign said Representatives and their locations to investigate.
    - (b) The Employer will be notified of the names of the Representatives and any alternates.
    - (c) The Representatives, during their working hours, without loss of time or pay, shall be allowed reasonable time to investigate, process and present grievances to the Employer.
  - 2. **Union Bargaining Committee.**
    - (a) Employees covered by the Agreement will be represented by up to three (3) members which constitutes the bargaining committee for the Union.
    - (b) Members of the bargaining committee shall suffer no loss of time nor pay for time spent in negotiations.
  - 3. **Union President Representation.** The Union President will be allowed time off his/her job without loss of time or pay, to investigate grievances, to attend Board of Commissioner committee meetings when requested by the committee, to attend special conferences and to prepare for arbitration. The privilege of the Union 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 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.
- (b) **Maintenance of Membership.** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who become members of the

Union during the life of this Agreement shall be required to continue membership In the Union for the duration of this Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Union desires to withdraw from the Union membership, he/she may do so by giving notice to the Union and to the County's Personnel 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.

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

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

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

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

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

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

#### ARTICLE 4

##### UNION DUES, INITIATION FEES OR SERVICE CHARGE

- (a) **Payment by Check-off.** During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of Dues or Service Charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues of service charge levied In accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed a proper Authorization for Payroll Deduction form.
- (b) **Disputes Concerning Membership.** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through grievance procedure or a special conference.

**ARTICLE 5  
REMITTANCE OF DUES AND FEES**

- (a) **When Deductions Begin.** Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter. An employee hired after the end of the first pay period of a month shall not have deductions begin until the first pay period of the following month. An employee terminating during or after the first pay period of the month shall have a deduction made for that month.
- (b) **Remittance of Dues to Financial Officer.**
1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Washtenaw County Public Defender's Association 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 Treasurer.
  2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Union 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  
SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the union and the Employer or its designated representative, upon the request of either party.

**ARTICLE 7  
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. The following four-step grievance procedure shall be followed for all grievances.

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

- (a) If any employee feels he/she has a grievance, he/she may discuss the grievance with the union representative or directly with his/her supervisor.
- (b) The union 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 union representative to the immediate supervisor. Upon receipt of the grievance the supervisor shall sign and date the union representative's copy of the grievance.
- (d) The immediate supervisor shall give his/her answer to the union 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 Union 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 Representative's copy. The Department Head shall respond to the Union Representative in writing within five (5) working days of receipt of the grievance.

**STEP 3:** If the grievance remains unsettled it shall be presented by the Union Representative in writing, to the representative designated by the Employer within three (3) working days after the response of Step 2 is due. The designated representative shall sign and date the copy. The designated representative shall respond in writing to the Union Representative within ten (10) working days. The designated representative may gain an extension of time upon written request to the Union Representative.

**STEP 4(a):** If the answer to Step 3 is not satisfactory, the Union wishes to carry it further, the Union Representative shall, within thirty (30) calendar days from the date of the Employer's answer to Step 3 meet with the employer for the purpose of attempting to resolve the dispute. If the dispute

remains unsettled the union representative may file a Demand for Arbitration In accordance with the American Arbitration Association's Rules and Procedures, or other procedure mutually agreed upon.

- (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, or 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 8 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 9 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. If the employee then chooses to utilize the E.A.P., all disciplinary action then pending will be held in abeyance for a period of three(3) months. During that time the Employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment. A "release of information" authorization will be signed by the employee. In the event that a reasonable rate of attendance and maintenance of effort are not evidenced, upon prior notification to the Union, the three (3) month grace period will immediately cease and the employee will be subject to normal disciplinary measures.

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

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

#### **STEPS**

- 1. **ORAL WARNING:** Upon imposing an oral warning the Employer may place a notation of such warning in the employee's personnel file providing the employee has been given a copy of the same.
- 2. **WRITTEN REPRIMAND:** The Employer agrees upon Imposing a written reprimand, the employee's Union representative 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 Union representative 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 at the employee's election.
- (b) Employees may review their personnel file at reasonable times.

3. **SUSPENSION, REMOVAL OR DISCHARGE:** When an employee has engaged in conduct which could lead to discharge or discipline Involving time off, the employee's department t head or his/her designated representative will notify the employee of the events giving rise to the disciplinary action. If the employee requests, the department head or designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his/her Union representative on the Employer's premises prior to meeting with the department head and to have his/her Union representative present when he/she meets with the department head. If disciplinary action is taken, the employee will be notified in writing with a copy to be given to his/her Union representative.

Should the discharged or disciplined employee consider the discharge or discipline to be improper, a written complaint specifying the reasons therefore and the provisions of the contract violated should be presented through the Union within five (5) working days after the written receipt of the notice of the discharge or discipline to the Administrator or the Board of Commissioners' designated representative. Either the affected employee or the Administrator or representative can request that a meeting be held to discuss the action taken. In the event that a meeting is requested it shall be held within tan (10) working days from the request and the Administrator or the designated representative shall give a written answer within five (5) working days following the meeting. If no meeting is requested, the Administrator or designated representative shall give a written answer within ten (10) working days of receiving the written complaint. If the Administrator's decision is not satisfactory to the employee and the Union, the matter shall be referred to the final step of the grievance procedure within thirty (30) calendar days of receipt of the Administrator's decision. This section is the exclusive contractual remedy for cases involving discharge and discipline.

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

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

## **ARTICLE 10**

### **SENIORITY - Probationary Employees**

- (a) New employees hired in the Unit shall be considered probationary employees for the first six (6) months of their employment.
- (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 monthly 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 11**

### **SENIORITY LISTS**

- (a) Seniority shall not be affected by the age, race, sex, sexual preference, marital Status, physical handicap, or dependents of the employee.'
- (b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority-
- (c) The Employer will keep the seniority list up to date at all times and will provide the Union with up-to-date copies at least monthly.
- (d) The Employer will notify the Union monthly of new hires and terminations.

- (e) The Employer will submit a list to the Union monthly of temporary employees and employees on leaves of absence.

**ARTICLE 12  
LOSS OF SENIORITY**

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

- (a) He/ he 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 absences, the Employer will send written action to the employee at his/her last-know address that ho/she has lost his/her seniority, and his/her employment has been terminated. it the disposition made of any such case is not satisfactory, the matter shall be referred to the final stop of the grievance procedure.
- (d) If ho/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) He/she retires.

**ARTICLE 13  
MALPRACTICE INSURANCE**

The employer agrees to continue the existing coverage level of malpractice and professional liability Insurance.

**ARTICLE 14  
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 layoff, their names, seniority, job titles and work locations. At this meeting the Employer shall submit ii list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. At this meeting the Employer will make known to the Union the reason for the layoff. This meeting will also be used to put into motion the procedure in Paragraph (d). The procedures in Paragraph (d) will be completed within two (2) weeks of the meeting.
- (c) **Notice of Layoff.** Employees to be laid off will receive fourteen (14) calendar day's advance notice two (2) weeks of the meeting. will receive at least fourteen (14) calendar days advance notice of the layoff. A Union representative will receive notice at the same time the employee receives 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) working days to the Employer of his/her decision to bump or accept layoff. A lack of notification within three (3) working days shall result in a layoff.
- (d) **Order of Layoff**
  1. The order of layoff shall start with the least senior employee in a job title within a department.
  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 leas 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 sat 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 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 stop 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.
- 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 County. After that time his/her name will be removed from any recall list.
- (f) Effective January 1, 1983, for financial reasons, a department head with the approval of the Personnel Director and County Controller/Administrator, may temporarily lay off employees within the department up to four days in a calendar year. These temporary layoffs shall not exceed two days in any one pay period unless a whole division or department is temporarily laid off. Any of these limitations may be waived by mutual agreement between the Union and the Employer. These temporary layoffs shall not be subject to the usual seniority and bumping set forth in paragraph (d), Order of layoff, but notice of said layoff along with the reasons for the layoff shall be given three weeks in advance to the Union and two weeks in advance to the employees involved. Such layoffs shall not be arbitrary or capricious, nor shall they be for disciplinary reasons. While bargaining unit seniority shall not govern for these layoffs, the Department Head shall attempt to give such layoffs to the least senior person within a classification within a division, on a rotating basis, on a voluntary basis, or by closing down an entire division within a department.

**ARTICLE 15  
RECALL PROCEDURE**

It is the County administration's position that layoffs and recalls are in order of seniority within job title. It is the Association's position that layoffs and recalls are in order of seniority within the office, excepting the Chief Assistant. This term is reserved for future negotiation and is left open in the 1982-87 contract. In the absence of this contract term, Washtenaw County Policies and Procedures Manual, Personnel, Vol. II, Article VIII Section 3 "Layoffs" governs lay-off policy.

**ARTICLE 16  
VETERANS - Reinstatement of**

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

**ARTICLE 17  
EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

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

**ARTICLE 18  
LEAVES OF ABSENCE WITHOUT PAY**

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



3. Public Service Board, Agency or Project.

2. **Illness Leave:**

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

A doctor's statement may be requested at each ninety (90) day interval, and reviewed by the Employer. However, in no case shall Illness leave be denied until one (1) year has elapsed. An employee's position will be held open for him/her for six (6) months while he/she is on illness leave. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade and step as that which was vacated by said employee. Illness leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval of the Employer.

- (b) An employee may elect to use accumulated sick leave before beginning an illness leave of absence.
- (c) Employees shall be allowed to take a one (1) year leave of absence due to pregnancy. Such leave of absence shall not affect continuous service or classification of the employee. Upon knowledge of pregnancy, the employee shall furnish the Employer with verification from a physician, indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be allowed to work. An employee's position will be held open for her for six (6) months while she is on maternity leave. After the six (6) month period the Employer shall attempt to place the person in County employment except those employees who have more than five (5) years service with the County will be granted a position within the bargaining unit of equal grade as that vacated by the employee. Maternity leave shall be granted without loss of seniority for a period of one (1) year and may be extended upon approval of the Employer.
- (d) An employee may elect to use accumulated sick leave before beginning a maternity leave of absence.
- (e) Life Insurance, hospitalization and dental coverage shall be continued with the employer paying the full cost of such life insurance, hospitalization and dental coverage up to six (6) months] as are in effect for the benefit of the employees for the above mentioned leaves of absences.

3. **Prolonged Illness In the Immediate Family:**

- (a) Application for leave for prolonged Illness in the Immediate family must be made in writing and must be accompanied by a statement from the doctor certifying the necessity of such leave. Such leave shall be granted in up to ninety (90) day segments, up to a period of one (1) year. A doctor's statement may be requested at each ninety (90) day interval and reviewed by the Employer. However, in no case shall Illness leave for prolonged Illness in the immediate family be denied until a one (1) year period has elapsed. An employee's position will be held open for him/her for up to six (6) months while he/she is on illness in the Immediate family leave. After such six (6) month period, the Employer shall attempt to place the employee within County employment. Prolonged Illness leaves shall be granted with no loss of seniority for a period of up to one (1) year, and may be extended upon approval of the Employer.
- (b) Life insurance, hospitalization and dental coverage shall be continued with the Employer paying the full amount for such life insurance, hospitalization and dental coverage, up to six (6) months as are in effect for the benefit of the employee as when he/she went on prolonged Illness leave.
- (c) For the purpose of this Article the term immediate family is defined as the parent, parent of spouse, spouse, sibling, child, grandparent, grandchild, or someone with whom the employee has a legal guardian relationship, or a related member of the employee's household.

4. **Educational Leave:**

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

5. **Public or Union Services Leave:**
- (a) A leave for the purpose of performing Public or Union service may be granted for periods of up to two (2) years. An employee's position will be held open for him/her while he/she is on a Public or Union Service Leave for a period of one (1) year; during the second year the employee will be granted a position within the bargaining unit of equal grade and step as that which was vacated by the employee. Public or Union service leave shall be granted without loss of seniority.
  - (b) An employee who serves on a Public Service Board, Agency or Project may, at the Employer's discretion, be allowed time off with pay to attend such board, agency or project meeting and/or function providing the employee submits a written request three (3) days in advance.
  - (c) An employee must have one (1) year of continuous full time employment with the County to qualify for a Public or Union service leave.
6. **Personal Leaves:**
- (a) Personal leaves may be granted by the Employer for periods of up to six (6) months. An employee must have one (1) year of employment with the County to be eligible for a personal leave. A request for personal leave must be made in writing.
  - (b) **Child Care Leave:** An employee who becomes a parent, either by birth or adoption, may be granted by the Employer a leave of absence of up to six (6) months from the date of birth or adoption. An employee's position shall be held open for six (6) months for him/her while he/she is on child care leave. Life insurance, hospitalization and dental coverage shall be continued with the Employer continuing to pay the full cost of such life insurance, hospitalization and dental coverage up to six (6) months as are in effect for the benefit of the employees while on child care leave.
  - (c) **Hardship Leave:** A member of the bargaining unit not eligible for personal leave may be granted a leave without pay for up to six (6) months for "hardship reasons."
7. **General Policies:**
- (a) All leaves of absence shall be requested in writing. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in department scheduling. One (1) month is considered sufficient time for the Employer to schedule.
  - (b) No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining regular full time employment with another employer. No employee shall be employed on a regular full time basis while on leave of absence. In certain cases exceptions to the employment rule may be granted by mutual agreement of the Employer and the Union.
  - (c) All leaves of this Article shall be without pay except as specifically provided for.
  - (d) The amount of sick time accrued by the employee before the effective date of leave shall be maintained. No additional time shall be accrued during the leave and none may be taken during the leave. An employee may elect to use accumulated sick leave before beginning a medical leave of absence.
  - (e) During a leave, both the County's (if any) and the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
  - (f) Employees whose life insurance, hospitalization and dental coverage are exhausted under the provisions of this Article shall be allowed to continue in the Group Plans by paying their own premiums, if permissible by Blue Cross/Blue Shield, Delta Dental and/or the Life Insurance carrier.
  - (g) **Return from Leave:** Employees must return from leave on the specified date on the "Personal Action Request" form. Failure to confirm the intention to return, or notify the County of intention to resign, two (2) weeks prior to expiration of the leave, and in writing, shall result in termination of employment and forfeiture of all benefits. Return to work prior to expiration of the leave will be permitted in the event the employee provides the County with a thirty (30) day notice of intent to return to work.
  - (h) Extension of any leave beyond the limits specified in the above sections may be granted by the Employer.

**ARTICLE 19  
UNION BULLETIN BOARDS**

The County will provide a bulletin board or make provisions for the posting of Union notices on existing bulletin boards.

**ARTICLE 20  
RATES FOR NEW JOBS**

When a new job, change in job or change in job title is being considered, the Personnel Director shall notify the Union of the job title and rate structure prior to its going to the Ways and Means Committee or becoming effective. In the event the Union requests, within one (1) week of notification, the rate shall be subject to negotiations. If the Employer determines that an emergency exists, it shall set the rate without prior notification or negotiations with the Union. Subsequent to the effective date of the rate, the Employer shall notify the Union of the rate. If the Union requests, within one (1) week of the notification, the rate shall be the subject of negotiations and if a different rate is agreed upon, it shall be retroactively applied.

**ARTICLE 21  
TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on annual leave, sick leave or any leave may be granted by the department head and Personnel Director to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of the higher job title for all hours worked while filling such vacancy. In each instance for a vacancy to exist, the department head and Personnel Director must so declare in writing and designate the employee to fill that vacancy. If not declared as a temporary assignment and filled according to the provisions of this clause, the grievance procedure can be used to resolve the issue.

**ARTICLE 22  
JURY DUTY**

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

**ARTICLE 23  
WORKER'S COMPENSATION - On-the-Job-injury**

- (a) Effective January 1, 1995, each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income, for a period not to exceed six (6) months.
- (b) Effective January 1, 1995, an employee on Worker's Compensation for a period longer than six (6) months will be allowed to utilize any accrued sick leave and/or vacation to supplement his/her Worker's Compensation, in an amount sufficient to maintain his/her regular weekly income until said benefits are exhausted. When doing so, employees will be considered full-time employees and eligible for full medical insurance benefits.

**ARTICLE 24  
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. Use of sick leave for personal business is not allowed except as provided in Article 39, Personal Business, 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, brother or sister of employee or spouse. 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. 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 to 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. 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.
- (j) **On an annual basis, employees may elect to convert sick time to vacation time at the rate of two (2) sick days to one (1) vacation day, provided that they have accumulated 120 days in their sick leave bank.**

#### **ARTICLE 25 BEREAVEMENT LEAVE**

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

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

**Any employee selected to be a pallbearer for a deceased employee will be allowed (1) funeral day, with pay, not to be deducted from his/her sick or annual leave. The President, 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.**

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

#### **ARTICLE 26 OVERTIME WORK, COMPENSATORY TIME OFF AND WEEKEND WORK**

- (a) See Appendix B - Compensatory Time Agreement.
- (b) Weekend Work - The Public Defender will assign the weekend work at the Juvenile Court on a rotating basis among those who are regularly assigned at the Juvenile Court. Those that are assigned will receive 3.75 hours (1/2 day) pay or administrative time for the weekend assignment. If the employee works more than 3.75 hours, he/she will be compensated for the time actually worked. No attorney with religious objections will be assigned weekend work.

**ARTICLE 27  
HOLIDAY PROVISIONS**

The paid holidays are designated as follows:

- New Year's Day (1/1 and 1/2 day before\*)
- Martin Luther King Day (The Monday most contiguous to January 15)
- \*\*Lincoln's Birthday (2/12)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- July 4th
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (12/25 and 1/2 day before\*)
- Good Friday (12-5 p.m.)
- Easter Sunday - for those who actually work on that day

\*The 1/2 day off before New Year's Day and Christmas Day applies only when 12/25 and 1/1 fall normally on Tuesday, Wednesday, Thursday or Friday, except in 1990 only, in which there will be a full day off on the day before Christmas and the day before New Year's.

\*\*1989-and thereafter exchange Lincoln's birthday(2/12) for the day after Thanksgiving (the Friday following the fourth Thursday in November).

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. This does not apply to Easter Sunday.

**ARTICLE 28  
VACATION ELIGIBILITY**

1. Employees covered by this Agreement shall be allowed vacation leave, with pay, in accordance with the following plan:
  - (a) Employees in their first year of continuous employment shall earn one (1) day per month, or a total of twelve (12) vacation days per year.
  - (b) Employees in their second through fifth year of continuous service, but less than six years, shall earn one and one-quarter (1 ¼) days per month, or a total of fifteen (15) days per year.
  - (c) Employees in their sixth through tenth year of continuous service, but less than eleven years, shall earn one and one-half (1 ½) 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 their sixteenth through twenty-first year of continuous service, but less than twenty-one 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/her first day worked.
  - (b) The vacation allowance for permanent, salaried, part-time employees is pro-rated according to actual time worked. Temporary and permanent hourly-rated employees who work less than one-half time shall not be granted vacations with pay. All employees who work one-half time or more, but less than full time, will receive vacation on a pro-rated basis.
  - (c) **Employees are encouraged to take yearly vacations. In no case will an employee accrue more than twice the amount of annual vacation to which he/she is entitled as of 1/1. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled as of 12/31, any accrued days beyond twice the annual amount shall be paid out at 50% of their value. In the event that special circumstances exist and an**

**employee is unable to use up his/her vacation time adequately throughout the year, the Union may request a special conference through Labor Relations to discuss and reach resolution.**

- (d) Scheduling of vacations will be worked out on a departmental basis, giving preference to seniority as to choice times of vacation.
- (e) When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one (1) day continuous with vacation, or the employee will be allowed to "bank" such day(s) for future use.
- (f) If an employee develops a major illness or incurs an injury and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her capacity continues through the year, he/she will be awarded payment in lieu of vacation, unless the employee chooses to accrue vacation in accordance with paragraph 2(c).

#### **ARTICLE 29 VACATION PAY ADVANCE**

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

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

#### **ARTICLE 30 HOSPITALIZATION-MEDICAL-DENTAL COVERAGE**

##### **For all employees hired prior to December 13, 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) \$3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:  
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- (f) Those employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

##### **Effective 1/1/1996**

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

##### **For employees hired on December 13, 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 December 13, 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) \$3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);
- (e) The County will pay the full premium for the following dental benefits:  
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- (f) Upon the fourth year of employment, the employee shall be removed from Blue Shield CMM 250 and the Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, under the plan Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB.
- (g) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Cross/Blue Shield MVF I, Master Medical IMB-OB from the fourth year and thereafter, if any employee's absence is the result of any injury, illness, or maternity for the first six (6) months.
- (h) Those Employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for the same full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

**Effective 1/1/1996:**

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

**Effective Fall Enrollment, 1998 (benefit changes effective 1/1/99)**

The employees of the Public Defenders Association shall be enrolled in the Washtenaw County Flexible Fringe Benefit Plan and will choose the benefits in that Plan rather than the applicable benefits set forth in other sections of this contract. The Plan will be structured so that employees will be able to purchase back benefits at the levels set forth in this contract without adding expenditures. Benefits of this Plan include: Medical Insurance, Dental Insurance, Long-Term Disability and Life Insurance. If at any time HMO costs rise significantly employees may be asked to pay the additional costs. However, these costs will be communicated annually prior to, or at the time of, open enrollment and employees may opt for the fully paid traditional Blue Cross / Blue Shield health care coverage.

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 an amount equal to their flex credits per year to be paid on a biweekly basis. 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.

**Effective 1/1/03:**

- (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.

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

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

**ARTICLE 31  
LIFE INSURANCE**

The Employer agrees to pay full cost of premiums for Life Insurance for permanent salaried and 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 (23,000) dollars minimum and forty thousand (40,000) dollars maximum based on one (1) times the annual base salary including longevity payments, *but excluding overtime payments*, adjusted to the next higher five hundred (500) dollars [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 32  
COMPUTATION OF BENEFITS**

All hours paid to an employee shall be considered as hours worked for the purpose of computing any benefits under this agreement. Permanent employees shall receive all benefits on a prorated basis, commensurate with the number of hours worked.

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

**ARTICLE 33  
CONTINUING BENEFITS OR DEDUCTIONS**

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

**ARTICLE 34  
UNEMPLOYMENT COMPENSATION**

The Employer shall provide Michigan Employment Security Commission unemployment compensation unless otherwise negotiated with the Union. The Employer shall notify the employees 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 36  
CONTRACTING AND SUB-CONTRACTING OF WORK**

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

**ARTICLE 36  
TEMPORARY OR SEASONAL EMPLOYMENT STATUS**

The Union agrees that temporary employees hired to fill positions which shall be of duration of six (6) months or less shall not be entitled to benefits under this contract. If a position, which if filled by a temporary employee continues beyond the period of six (6) months, the temporary employee filling such position shall be continued in that position and be placed on a regular full-time status and his/her seniority shall revert back to the date of hire; unless said employee is filling in for an employee on leave of absence, and in such a case, the employee shall continue as a temporary employee or temporary assignment; if an employee is transferred to another County department and completes one (1) year's employment he/she shall be entitled to all benefits.

**ARTICLE 37  
CONSOLIDATION OR ELIMINATION OF JOBS**

If the Employer finds it necessary to consolidate or eliminate jobs within this bargaining unit, notice of the proposed consolidation or elimination shall be given to the Union in writing fifteen (15) days prior to any final action of the Board of Commissioners. A special conference shall be held within five (5) days of notification to the Union for the purpose of discussing and explaining the proposed consolidation or elimination. A copy of proposed consolidation or elimination shall be provided to the Union prior to this special conference.

**ARTICLE 38  
SUCCESSOR CLAUSE**

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer is effected voluntarily or by the operation of law; and in the event



of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

**ARTICLE 39  
PERSONAL BUSINESS**

Employees shall be allowed to utilize five (5) vacation days as personal business days, which may be taken one (1) day at a time. The 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 40  
PARKING FACILITIES**

1. Parking at present County work locations will be free of charge except for those areas such as downtown Ann Arbor, where charges are customary in other adjacent parking facilities.
2. The fee for parking in the Courthouse, Catherine Street Annex and the Main/Ann temporary lot shall be ten (\$10.00) Dollars per month.
3. Effective July 1, 1986, parking privileges of some employees at the Main/Ann temporary lot will be suspended because of the construction of the new city garage at Ann and Ashley.
4. Effective July 1, 1986, one-hundred (100) spaces will be available at reduced rates at the City's Fourth and William parking structure during the period of construction of its new parking structure at Ann and Ashley. In addition, the County will attempt to lease additional spaces in the downtown area in an attempt to diminish or eliminate the present waiting list. Downtown parking during this time will be governed by the following:
  - A. The fees shall be \$10 per month for all downtown parking, payable by payroll deduction of \$5 for the first two pay periods of the month.
  - B. Anyone who has a space in the Courthouse and Catherine Street Annex lots shall not lose that space.
  - C. The priorities for the downtown Ann Arbor lots will be as follows:
    - 1.) Handicapped.
    - 2.) Elected officials and department heads
    - 3.) Those who work in the downtown locations and make frequent use of their vehicles (at least five (5) times a week in County business; trips outside normal working hours, evening meetings, work on weekends, etc. are excluded); and
    - 4.) Certain outlying employees who must frequently come downtown on County business.
    - 5.) All others by seniority. It is understood that the County will move employees with greatest length of service to the Courthouse, Catherine Street Annex and Main/Ann Street Lots when the higher priorities are met.
5. At the time the new parking structure is completed, the County will make available spaces, at least equal to those that are available during construction of the new parking structure. At that time the fee for all downtown parking at the new structure will be \$20 per month. The other lots shall remain at \$10 per month, except for those employees hired after January 1, 1989, who will pay \$20 per month for downtown parking.
6. At the time the new parking structure is completed, it is expected that there will be sufficient parking for all downtown employees. However, if there are not sufficient spaces, the priorities set forth in paragraph 4.C shall apply.
7. Anyone who has a parking pass at the time this Agreement becomes effective will not lose parking privileges unless an employee is transferred to a different County location not in the downtown area.
8. If a person leaves County employment, the pass shall be reissued using the priorities set forth in paragraph 4.C.
9. 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.
10. The Union will have a voting representative on the committee that administers parking.
11. The priority list and an entire list of employees who have parking passes shall be available in the Personnel Department.
12. 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 Personnel Department.

13. If the City spaces at Fourth and William or the other leased spaces become unavailable, the County will not be obligated to fund other parking before the new city parking structure at Ann and Ashley is completed.

**ARTICLE 41  
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 42  
DISCRIMINATION**

No persons employed by the County, nor applicants for County employment, shall be discriminated against because of race, sex, sexual preference, creed, color, national origin, 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 County 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, nondiscriminatory 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.

**ARTICLE 43  
RETIREMENT OR PENSION PLAN**

There exists two (2) retirement plans for employees within the bargaining unit:

1. The Washtenaw County Retirement System; and
2. The Washtenaw County 401(a) Money Purchase Pension Plan.

Employees who were employed on August 28, 1986 will continue to be members of the Washtenaw County Retirement System unless they exercise their option to withdraw from said system and exercise an option to participate in the Washtenaw County 401(a) Money Purchase Pension Plan.

Employees who are hired on or after August 29, 1986 shall be part of the Washtenaw County 401(a) Money Purchase Pension Plan.

**The Washtenaw County Retirement System**

Deductions are made each pay day for deposit to the Washtenaw County Retirement System. Deductions start at the beginning of an employee's services with the Employer and equal six (6) percent of total compensation. (Effective January 1, 1993, the contribution rate will be five (5) percent.)

Benefits are based on salary and length of service, being equal to two (2) percent of final average compensation times the number of years of service upon retirement with a maximum of seventy-five (75) percent of the final average compensation, for all those employees who retire, terminate membership in the plan or terminate county employment on or after January 1, 1987.

Final Average Compensation is the average of the compensation paid the employee by the Employer *during the period of 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 contributions 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/she has twenty-five (25) or more years of service.

**Effective 5/6/1998:** Implement "Rule of 75." Employees may retire at age 50 with full benefits providing he/she has twenty-five (25) or more years of service.

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

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

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

The Employer agrees to pay the premiums for Blue Cross and Blue Shield Medicare Supplement Insurance and for \$2,000 for life insurance for employees retiring. Effective January 1, 1993, the life insurance benefit will be \$3,500

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

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

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

#### **The Washtenaw County 401(a) Money Purchase Pension Plan**

The provisions of the Washtenaw County 401(a) Money Purchase Pension Plan 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 thereof. Both the employee's and Employer's contribution rate shall be five (5) percent.

Effective January 1, 1993, both the employee's and Employer's contribution rate will be six (6) percent.

#### **Effective 5/6/1998 -- 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 until 65 if employed for 10 years. Insurance coverage is not provided if the employee or spouse has similar coverage from another source. At age 65, the County will provide Medicare Supplemental Insurance under the same minimum years service rules as applied to age 62.

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.

#### **Effective 1/1/2003**

**A committee shall be established outside of negotiations to study pension options. The proposed committee structure shall contain a representative from each unit of AFSCME Local 2733 including the President. Representatives from other bargaining units and each Pension Board may also be appropriate. The committee will begin no later than thirty (30) days after ratification of the contract. The findings of the committee shall be subject to future negotiations within a timeframe of eighteen (18) months, with ratification no later than twenty four (24) months.**

## **ARTICLE 44 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 45  
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 46  
LONG TERM DISABILITY (Sick and Accident Insurance)**

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

**ARTICLE 47  
TUITION REIMBURSEMENT**

The following is the tuition reimbursement policy for all employees:

**Policy:**

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

**Scope:**

**Eligible Staff:**

Any person having employment status as a permanent, full-time employee of Washtenaw County is eligible for financial assistance under this Tuition Reimbursement Program. Further, staff members must have held employment status as a permanent, full-time employee of Washtenaw County for a period of no less than twelve (12) consecutive months on the date of starting an approved course.

**Courses Approved:**

Eligible staff may receive tuition reimbursement provided the course meets one of the following conditions:  
The course is directly related to the assigned duties of the staff member in his/her present position and a direct application of knowledge to be gained in the course can be clearly stated; or  
The course is in preparation for a related degree or possible future duties that may be assigned the staff member in his/her present position or is a course that would qualify her/him for a promotion in the bargaining unit or into other County positions. Appropriate courses are those necessary to complete a degree or elective courses which will be accepted by the relevant institution toward procurement of a degree.

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

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

Note: Courses, conferences, seminars, in-service training, and other program whereby staff members are sent by the County, or attendance by the staff member is beneficial to his/her position, and all costs of attending such program are paid by the Employer, are not subject to provisions of this Tuition Reimbursement Program.

**Approval:**

The approving body for courses under the Tuition Reimbursement Program shall consist of the Personnel Director and the head of the department in which the course applicant is employed. Tie votes may be decided by the appropriate Committee of the Board of Commissioners. In the event the course applicant is himself/herself a department head, approval in his/her stead shall be by the Board of Commissioners or the appropriate Personnel Committee.

**Responsibility:**

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

**General:**

1. Time of the employee away from work is to be made up. Absence time is to be approved by the department head.
2. Courses must be approved in writing by the approving body prior to starting classes.
3. Course work and related reports must be completed within six (6) months from starting classes.
4. The County expects that an employee will continue employment for at least one (1) year following completion of classes or a program of study. If a voluntary quit occurs, the employee will be expected to repay to Washtenaw County the full amount received from the County. If such payment is not made, said amount shall be withheld from the employee's final pay check.
5. Reimbursement under this program shall be fifty percent (50%) of tuition only upon satisfactory completion of an approved course. 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 Personnel Office. Three (3) copies are to be submitted to the County Personnel Office.
2. The department head and the Personnel Director may meet with the course applicant, discuss the proposed course, and approve or reject the application.
3. Upon conditional approval, the course applicant shall receive the third copy of the approved application, and the Personnel 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 mark, received, together with proof of payment of tuition, the second copy of the Application for Approval Reimbursement for Tuition will be approved by the Personnel Director for payment and forwarded to the County Controller who shall make payment to the employee.
6. The first copy, with evidence of course completion, as outlined in No. 5 above, shall be entered in the personnel folder of the staff members and retained as a permanent record.

**ARTICLE 49**

**DISTRIBUTION OF AGREEMENT**

Arabic numerals will be used in place of Roman numerals after contract articles and titles of articles will be agreed to and listed alphabetically in the contract. The Employer agrees to give to each employee, within four (4) weeks after the final draft has been approved and signed, a copy of this Agreement and to provide a copy of the same Agreement to all new employees as part of the County Orientation.

**ARTICLE 50**

**WAIVER CLAUSE**

During negotiations leading to this Agreement, each party had the opportunity to make demands and proposals regarding a 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 through such subject may not have been with the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 51  
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:

<b>CONTINUOUS SERVICE</b>	<b>PERCENTAGE OF FORM W-2 GROSS EARNINGS</b>
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) 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 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 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 1.

**ARTICLE 52  
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

**ARTICLE 53  
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, slowdown, or a strike against the County. The management agrees that during the same period there will be not lockout.

**ARTICLE 54  
PRONOUNS - Use of**

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

**ARTICLE 56  
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 56  
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until midnight, December 31, 2005.

- (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 the 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 of Modification.** Notice shall be in writing and shall be sufficient if sent by certified mail, to the Union, Washtenaw County Public Defender's Association Courthouse P.O. Box 8645 Ann Arbor, MI 48107 and if the Employer, addressed to the County of Washtenaw, County Administration Building, P.O. Box 8645, Ann Arbor, Michigan 48107, or to any such address as the Union or the Employer may make available to each other.

**ARTICLE 57  
ACT OF GOD**

If the County Controller/Administrator declares that certain County buildings cannot be opened or operated in their usual manner due to weather conditions, natural disaster, civil disturbance, or any other officially declared emergency, an employee who is assigned to such locations shall not be subject to any deduction in pay and the time lost will not be taken from any accumulated annual, sick or compensatory time.

**ARTICLE 58  
GLOSSARY**

**PROMOTION:** When an employee moves from their existing job title to fill another existing job title vacancy which has a higher grade because of greater job responsibilities. A promotion always results in the equivalent of a one- or two-step increase (whichever reflects an approximate nine (9) percent increase), within the job title from which the employee was promoted.

**RE-CLASSIFICATION:** The changing of the pay scale (grade) of an existing job title because of change of duties of the jobs or where a change of scale (pay 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.

**ANNIVERSARY DATE:** The date an employee assumes a new job with new job title and duties. An employee on an approved leave shall have a new anniversary date which shall be the old anniversary date minus the length of time on leave which shall reflect a reduction of credit months equal to the length of time on leave.

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

**SENIORITY DATE:** Seniority date and date of hire are one and the same for employees working thirty(30) hours or more who are permanent employees.

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

**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.

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

**TRANSFERS:** A transfer occurs when an employee moves from one department to another. If the employee retains the same job title or assumes another position with the same salary grade, this constitutes a lateral transfer. If the transfer results in the employee being placed in a position with the same salary grade, this constitutes a lateral transfer. If the transfer results in the employee being placed in a position where the responsibilities and duties have increased and in which the minimum salary of that position is of a higher rate, this transfer would constitute a promotion. Involuntary transfers shall not result in loss of pay to an employee.

**STEP INCREASE:** The steps in each grade or job title reflect the years of experience on the job. However, an employee may be denied his/her merit increase for documented unsatisfactory job performance.

#### **ARTICLE 59 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 Employer is encouraged to evaluate the employee following a written reprimand for the purpose of advising the employee of his/her progress in the areas of the reprimand.

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

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

#### **ARTICLE 60 TERMINATION**

Employees should give at least 2 weeks notice of termination.

#### **ARTICLE 61 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 62 COMBINED TIME OFF**

A committee shall be established outside of negotiations to study the use of combined time off. A representative from the Public Defenders Association shall be included in this committee. The findings of the committee shall be subject to future negotiations outside of the current collective bargaining agreement.



**ARTICLE 63**  
**DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until midnight, December 31, 2005. Negotiations for a new contract shall begin on or about October 15, 2005.

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

**ARTICLE 64**

**PARITY WITH THE ASSISTANT PROSECUTORS**

The parties to this agreement accept the principle that Assistants in the Public Defender's office should receive wages and benefits that are equivalent to those received by the Prosecutor's Office for any period of time in which collective bargaining agreements are in effect with both groups and employees.

**WASHTENAW COUNTY  
PUBLIC DEFENDERS ASSOCIATION**

**COUNTY OF WASHTENAW**

By: \_\_\_\_\_  
Lorne Brown, President  
Public Defenders Association

By: \_\_\_\_\_  
Leah Gunn, Chair  
Board of Commissioners

Attested to:

By: \_\_\_\_\_  
Peggy M. Haines  
Washtenaw County Clerk/Register

**APPENDIX A  
SALARY SCHEDULE**

**APPENDIX A  
SALARY SCHEDULE**

**APPENDIX A  
SALARY SCHEDULE**

**APPENDIX A  
SALARY SCHEDULE**

**APPENDIX A  
SALARY SCHEDULE**

**APPENDIX B  
CLASSIFICATIONS**

**Grade 28**  
Assistant Public Defender I

**Grade 30**  
Assistant Public Defender II

**Grade 33**  
Assistant Public Defender III

**Grade 33**  
First Assistant Public Defender I

**Grade 34**  
First Assistant Public Defender II

**Grade 36**  
Senior Assistant Public Defender

The parties of this Agreement adopt and incorporate herewith a new salary system and table which replaces the step/grade system with uniform 4% increases (in addition to across-the-board negotiated increases).

Two increases per year (in addition to across-the-board increases) for the life of the contract, one annual 4% increase and one 4% performance increase.

The 4% performance increase is at the Public Defender's discretion, but with the very strong expectation that it will be given, and denied only where the PD files written objection after a formal evaluation process.

After one year of satisfactory service, APD I's will move from Grade 28 to Grade 30 (APD II). After one year of satisfactory service, APD II's will move from Grade 30 to Grade 32 (APD III). Promotions from APD I to APD II to APD III shall be determined by years of service in the Public Defenders Office, and said promotions from APD I to APD II to APD III shall be at the discretion of the Public Defender as stated above.

At the PD's discretion, each APD hired at grade 28 moves from grade 28 to grade 30 after two years, and "slots in" at grade 30 at the salary that is 4% higher than their last grade 28 salary (i.e., same as current system); after two more years, each APD then automatically moves to grade 32 and slots in at the salary that is 4% higher than their last grade 30 salary.

Anyone promoted to FAPD from APD (or to SAPD from FAPD) shall receive an immediate 8% promotion increase in addition to receiving his or her normal across-the-board, annual 4% and 4% increases at the normal time.

Each FAPD I moves across grade 33 until he or she "tops out," then becomes an FAPD II and moves automatically to the stop on grade 34 that is 4% higher than where he or she topped out as an FAPD I.

The timing of the performance increases shall be adjusted as follows:

1. For all members of the WCPDA hired prior to January 1, 2002, the annual 4% increase shall occur each year on January 1, and the 4% performance increase shall occur each year on January 15.
2. For all members of the WCPDA hired after January 1, 2002, the annual 4% increase shall occur each year on January 1, and the 4% performance increase shall occur six months after the hiring date thereof for the first year. This process is designed to afford the PDs adequate evaluation time before the first salary increase.



**APPENDIX C  
LETTERS OF UNDERSTANDING**

***Compensatory Time Agreement***

***General -***

It is recognized that public defenders, in professionally representing their clients, must of necessity work well in excess of thirty-seven and one-half (37 ½) hours per week, during weekends, holidays and after normal daily work hours such as the late evenings and at night. This requirement is inherent to the nature of the professional positions that they hold as criminal trial lawyers, administrators or both. However, in order to somewhat compensate these employees in this regard, they will be permitted to accumulate, retain and use compensatory time as prescribed below.

***Accumulation and Retention -***

Public Defenders are permitted to accumulate and retain a maximum of five work days (37.5 hours) of compensatory time at any given time for work performed in excess of 8 hours per day after the normal work hours of 8:30 a.m. to 5 p.m. This accumulation should be offset by whatever time is applicable for those employees who report for work later than 8:30 a.m. or who depart prior to 5 p.m.

Once an employee has reached the maximum of five work days (37.5 hours) of accumulated compensatory time, any (other than normal) work hours performed beyond that number will not be credited, retained or carried over. This restriction is necessary because otherwise, public defenders could rather easily accumulate many months of compensatory time per annum.

Whatever compensatory time an employee has accumulated up to a maximum of five work days (37.5 hours) will be retained and carried over from the end of a given fiscal/calendar year to the next fiscal/calendar year.

Upon termination of employment, all accrued compensatory time will be lost to the employee without receipt of any monetary consideration for such time.

***Use -***

No more than one (1) work day (7.5 hours) of accrued compensatory time will be used in any given week when authorized by the employee's Department Head/Chief Public Defender, and when the use of this privilege does not affect the orderly and efficient operation of the department as determined by management in directing its work forces.

An employee is not precluded from accruing compensatory time while also using same during a given work week.

The employee and management will both keep records of compensatory time accruals and use.

This agreement is incorporated into the bargaining contract between the Washtenaw County Board of Commissioners and the Washtenaw County Public Defenders Association.

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

**APPENDIX D  
DOWNTOWN PARKING**

WHEREAS, Article 40 of the contract provides for parking for County employees including downtown parking; and

WHEREAS, Article 40 provides for a payment of downtown parking; and

WHEREAS, the parties have reached an understanding concerning the interpretation of Article 40

Now therefore set forth below is an agreement between the parties reflecting the understanding which has been reached

1. The Main/Ann temporary lot is a temporary lot and may be removed for employee parking at any time by the County.
2. Any new lots which are constructed such as the one presently planned for the site of the old County not be included in downtown parking.
3. All other terms and conditions concerning parking set forth In Article 40 should continue.