

**County of Washtenaw**

**and**

**Assistant Prosecutors  
Association**



**2008 – 2010**

**AGREEMENT  
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Agreement entered into the 7<sup>th</sup> day of August, 2008 between the County of Washtenaw ("County"), the Washtenaw County Prosecuting Attorney ("Prosecuting Attorney" or "PA") and the Washtenaw County Assistant Prosecutors Association (the "Association").

**ARTICLE 1  
PURPOSE**

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

**ARTICLE 2  
RECOGNITION**

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

***"All duly appointed Assistant Prosecuting Attorneys for Washtenaw County excluding the Chief Assistant Prosecuting Attorney, Deputy Chief Assistant Prosecuting Attorney, First Assistants and Senior Assistant."***

***"All duly appointed Supervisor Unit Attorneys for Washtenaw County including the First Assistants and Senior Assistant."***

**ARTICLE 3  
ASSOCIATION SECURITY**

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

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

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

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

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

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

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

- (1) The Association first has notified the employee by registered letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Association dues or the service charge in an amount equivalent to periodic and uniformly required Association dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the County for termination as provided in this Article, and

- (2) The Association has furnished the County with written proof that the procedure of Section (c) (1) of this Article has been followed or has supplied the County with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Association must specify further, when requesting the County to terminate the employee, the following by written notice: "The Association certifies that (name)\_\_\_\_\_ has failed to tender either the periodic and uniformly required Association dues or service charge required as a condition of employment under the collective bargaining agreement and that, under the terms of the Agreement, the County shall terminate the employee."

- (d) The Association shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability arising out of this section.

#### **ARTICLE 4 JOB CLASSIFICATIONS**

There shall be six (6) levels of APA's below the grade of Deputy Chief Assistant Prosecuting Attorney. The names and grades (on the General Salary Schedule) of these levels shall be as follows:

1. APA I--Grade 28
2. APA II--Grade 30
3. APA III--Grade 32
4. First Assistant P.A. I-- Grade 33
5. First Assistant P.A. II-- Grade 34
6. Senior Assistant P.A.--Grade 36

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

**ARTICLE 5  
JOB QUALIFICATIONS**

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

**APA I--**

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

**APA II--**

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

**APA III--**

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

**First Assistant PA I--**

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

**First Assistant PA II--**

1. Meets all requirements of APA I and II.
2. Demonstrated organizational and/or supervisory abilities as determined by the PA based upon the attorney's work product and work history.
3. One (1) year experience as a First Assistant PA I with the Washtenaw County Prosecuting Attorney's Office.

**Senior Assistant PA--**

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

**ARTICLE 6  
SALARIES**

Members within their salary grade shall receive two increases per year (in addition to across-the-board increases) for the life of the contract. One 4% increase shall be granted January 1<sup>st</sup> and one 4% performance increase shall be granted mid January.

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

At the PA's discretion, each APA 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 APA 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 FAPA from APA (or to SAPA from FAPA) 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 FAPA I moves across grade 33 until he or she "tops out," then becomes an FAPA II and moves automatically to the stop on grade 34 that is 4% higher than where he or she topped out as an FAPA I.

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

1. For all members of the WCAPA hired prior to January 1, 2009, 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 WCAPA hired after January 1, 2009, 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 PA adequate evaluation time before the first salary increase.

Members of the Washtenaw County Prosecuting Attorneys Association shall receive the following across-the-board negotiated increases:

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

**ARTICLE 7  
WEEKEND DUTY**

APA's assigned to weekend duty will be responsible for performing all weekend related function, including but not limited to, review in-custody warrant requests for weekends and holidays, make weekend court appearances as necessary, and be on-call to perform all after hours functions during the subsequent workweek. Compensation for the on-call APA performing the above duties shall be 15 hours at his/her regular rate, in addition to the normal 37.5 hour weekly compensation. For weeks containing one (1) holiday, the APA on-call shall be paid 37.5 hour weekly compensation plus twenty-two and one half (22.5) hours for holiday and weekend duty. For weeks containing two (2) holidays, the APAs on-call shall be paid 37.5 hour weekly compensation plus thirty (30) hours for holiday and weekend duty.

**ARTICLE 8  
DEMOTIONS, FIRING AND DISCIPLINARY ACTION**

No APA shall be demoted or fired for other than good cause. Good cause includes, but is not limited to, commission of a crime, moral turpitude, dishonesty, violation of policies established by the PA, excessive or unexplained absences from work, inability to properly perform assigned duties, or any other reason which in the opinion of the PA renders the APA unsuitable for the position from which he/she is being demoted or fired. The affected employee can, upon request, receive in writing a communication from the PA informing him fully and fairly of the reasons for his discharge or demotion.

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

**ARTICLE 9  
GRIEVANCE**

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

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

**ARTICLE 10  
COMPENSATORY TIME**

Overtime hours worked in excess of 7 ½ hours in a 24-hour period or 37 ½ hours per week shall be compensated for by the accrual of compensatory time on an hour-for-hour basis. Compensatory time shall not be accumulated in excess of 37 ½ hours. No more than 15 hours may be taken in any one week. The use of compensatory time must be approved by the Prosecuting Attorney.

**ARTICLE 11  
PERSONAL BUSINESS LEAVE**

Employees shall be allowed to utilize five (5) vacation days as personal business days, which may be taken one (1) day at a time. The employee utilizing vacation as personal business time must notify his/her supervisor at least three (3) days in advance when possible, but in any event no later than the starting time of the employee's regular shift. Employees at their option may charge two (2) of their personal leave days to sick rather than vacation.

**ARTICLE 12  
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. Employees at their option may charge two (2) of their personal leave days to sick rather than vacation. Use beyond these two (2) days is not allowed and its use as such may be cause for disciplinary action.
- (d) An employee eligible for sick leave with pay may use such sick leave for absence as follows:
  - 1. due to medical appointments, personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control.
  - 2. due to exposure to contagious disease by which the health of others would be endangered by attendance at work (a physician's statement recommending absence from work may be requested).
  - 3. due to illness in the immediate family which requires the care of the employee for their well being.
  - 4. due to lost time not covered by compensation if the employee is injured on the job.

The term "immediate family" as used in this section means parent of employee or spouse, spouse, sibling, child, grandparent, grandchild or someone with whom the employee has a legal guardian relationship or a related member in an employee's household.



(e) A physician's certificate of the employee's inability to work, or ability to return to work may be required:

1. if it is necessary to be absent on sick leave in excess of five (5) days; or
2. when an employee is ready to return to work following prolonged absence; or
3. if an employee uses excessive sick leave.

If the Employer has not given advance notice that a physician's statement is necessary, an employee will be given a reasonable amount of time to obtain said statement if it is necessary.

(f) When an employee finds it necessary to be absent for any reason, he/she should report the nature of the illness and expected length of absence to his/her Department as soon as possible, and where a relief employee is required, such report must be made before the hour to report for work where possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.

(g) Each Department Head will keep a record of sick leave for each of his employees and will report all sick leave absences to the Payroll Department each pay period.

(h) Payment will be made for fifty (50) percent of unused sick days upon severance after five (5) years of continuous employment except upon discharge for just cause. Payment will be made using the employee's salary at time of severance as a base.

(i) An employee may accumulate in excess of one hundred-twenty (120) days for use only as sick time. There shall be no payment whatsoever for any days accumulated in excess of one hundred-twenty (120) days.

### **ARTICLE 13 BEREAVEMENT LEAVE**

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

An employee shall be allowed three (3) working days with pay as bereavement days, not to be deducted from sick or annual leave, in the event of death of the following family members: Aunts, uncles, nieces, nephews, grandparents, spouse's grandparents, or someone with whom the employee has a legal relationship or a related member in an employee's household and all such relatives of one's spouse, and a declared significant other. Employees shall be provided with three (3) days off in the event of a death of the parents or grandparents of an employee's minor children, including children of divorced parents or where the child's parents are not legally married.

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

Any employee selected to be a pallbearer for a deceased employee will be allowed (1) funeral day, with pay, not to be deducted from his/her sick or annual leave. The unit President shall be allowed one (1) funeral leave day, with pay, in the event of a death of a member of the APA or Supervisor's Unit.

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

**ARTICLE 14  
HOLIDAY PROVISIONS**

The paid holidays are designated as follows:

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

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

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

**ARTICLE 15  
VACATION ELIGIBILITY**

1. Employees covered by this Agreement shall be allowed vacation leave, with pay, in accordance with the following plan:
  - (a) Employees in their first year of continuous employment shall earn one (1) day per month, or a total of twelve (12) vacation days per year.
  - (b) Employees in their second through fifth year of continuous service, but less than six years, shall earn one and one-quarter (1 1/4) days per month, or a total of fifteen (15) days per year.
  - (c) Employees in their sixth through tenth year of continuous service, but less than eleven years, shall earn one and one-half (1 1/2) days per month, or a total of eighteen (18) days per year.
  - (d) Employees in their eleventh through fifteenth year of continuous service, but less than sixteen years, shall earn one and two-thirds (1 2/3) days per month, or a total of twenty (20) days per year.
  - (e) Employees in the sixteenth through twenty-first year of continuous service, but less than twenty-two years, shall earn one and five-sixths (1 5/6) days per month, or a total of twenty-two (22) days per year.
  - (f) Employees in their twenty-second and more years of continuous service shall earn two and one-half (2 1/2) days per month, or a total of twenty-five (25) days per year.
2. (a) An employee shall not be eligible for vacation during their probationary period but upon completion of said probationary period an employee shall be credited with one (1) day of vacation for each month of continuous service, dating from his first day worked.

- (b) The vacation allowance for permanent, salaried, part-time employees is prorated according to actual time worked. Temporary and permanent hourly rated employees who work less than one-half time shall not be granted vacations with pay. All employees who work one-half time or more, but less than full time, will receive vacation on a prorated basis.
- (c) Employees are encouraged to take yearly vacations. In no case will an employee accrue more than twice the amount of annual vacation to which he/she is entitled as of January 1st. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled as of December 31st, any accrued days beyond twice the annual amount shall be paid out at 50% of their value. Such payout shall be completed on an annual basis.
- (d) Vacations will be scheduled on a departmental basis, giving preference to seniority as to choice times of vacation. Seniority preference shall be subject to a cut-off date.
- (e) When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one (1) day continuous with vacation, or the employee will be allowed to "bank" such day(s) for future use.
- (f) If an employee develops a major illness or incurs an injury and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he/she will be awarded payment in lieu of vacation, unless the employee chooses to accrue vacation in accordance with paragraph 2(c).

**ARTICLE 16  
VACATION PAY ADVANCE**

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

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

**ARTICLE 17  
HOSPITALIZATION - MEDICAL - DENTAL COVERAGE**

All Members of the Association shall be enrolled in the Washtenaw County Flex Benefit Program, providing medical, dental, life and long-term disability insurance.

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

**Effective 1/1/09: ACTIVE HEALTHCARE**

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

**CORE plan for employees hired 1/1/09 and beyond will be tiered as follows with \$0/\$30 prescriptions:**

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

Community Blue PPO plan description will be maintained online through eCentral.

Community Blue PPO1 with negotiated changes shall not be lowered than that in effect at the time of contract ratification.

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

The County will have concurrence with the Union when deciding the Dental provider as well as the Prescription Benefit Manager.

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

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

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

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

**ARTICLE 18  
LIFE INSURANCE**

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

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

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

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

**ARTICLE 19  
COMPUTATION OF BENEFITS**

- (a) All hours paid to an employee shall be considered as hours worked for the purpose of computing any benefits under this Agreement.
- (b) All regular full-time and half-time employees shall receive all benefits on a prorated basis, commensurate with the number of hours worked. In order to qualify for payment of premium on hospitalization, dental insurance or life insurance an employee must average thirty (30) hours or more per week. Employees working less than thirty (30) hours per week shall be afforded the opportunity, at the employee's expense, of participating in the group insurance plans.
- (c) The Employer agrees to pay one-half (1/2) of the premium for hospitalization and dental insurance for those employees who work at least half-time (18.75 hours) but less than thirty (30) hours per week.

**ARTICLE 20  
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 21  
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 22  
SUCCESSOR CLAUSE**

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

**ARTICLE 23  
PARKING FACILITIES**

1. Parking at County work locations will be free of charge except for those areas, such as downtown Ann Arbor, where charges are customarily provided in other adjacent parking facilities.
2. The fee for parking in the County Building lot shall remain at five (\$5.00) dollars per month. If additional spaces are made available in the downtown area there will be further negotiations concerning the fee and priorities.
3. The priorities for the County Building lot and any other lots used for County Building employees will be as follows:
  - a. handicapped;
  - b. elected officials and department heads;

- c. those who work in the County Building and who make frequent use of their vehicles [at least five (5) times a week in-county business; trips outside normal working hours, evening meetings, work on weekends, etc., are excluded]; and
  - d. all others by seniority.
4. Anyone who has a parking pass at the time this Agreement becomes effective will not lose their pass.
  5. If a person who has a pass leaves County employment, the pass shall be reissued, using the priority list in Section 3.
  6. In the event there is major renovation of the existing County Building parking lot, parking passes may be suspended for the duration of the renovation.
  7. The priority list shall be posted in the Personnel Department.

**ARTICLE 24  
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 25  
PENSION PLAN**

**For Employees hired on 1/1/09 and thereafter**

Implement the "Rule of 75" with a minimum age of 55.

**For Employees hired prior to 1/1/09**

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

**For All Employees**

For those employees that do not meet the "Rule of 75," they may also retire at age 55 with a minimum of eight (8) years of service and begin receiving the monthly financial benefit. However, medical insurance shall not commence until age 60.

All employees will move to the WCERS defined benefit plan effective 10/1/08 with the following parameters:

- FAC3
- 2.0 multiplier
- Vesting of 8 years

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

Effective 10/1/08, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 10/1/08, the employer shall contribute 7.5% to the WCERS plan with a shared liability

of up to a 10% cap. The employer shall assume the first 2.5% increase up to the 10% cap. If additional contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5% the reductions shall be done in equal increments.

The WCERS death benefit shall be increased to \$7,500.

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

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

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

**Effective 1/1/2010 - RETIREE HEALTHCARE CONTRIBUTIONS (VEBA)**

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

**ARTICLE 26**

**CONFERENCES, WORKSHOPS AND SEMINARS**

Improvement of the skills 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 27**

**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 28  
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 29  
LONGEVITY**

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

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

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

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

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

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

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

- C. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time active pay status equal to the service required by original eligibility plus a minimum of one additional year of such continuous full-time active pay status for each payment.
- D. Payment to employees who become eligible by October 1 of any year shall be paid fifty (50%) by June 15<sup>th</sup>, and the remaining fifty (50%) by December 15<sup>th</sup> in each year.
- E. For purposes of this section, continuous service means service calculated from the employee's hiring date as a regular full-time employee in active pay status either in or out of this Bargaining Unit. Continuous service shall be broken by:
  - 1. Quitting
  - 2. Discharge for cause
  - 3. Removal from active pay status
  - 4. Retirement



5. Employees absent from work due to layoff, physical disability or authorized sick leave, or leave of absence, for a period of more than one (1) month shall not be credited with, or continue to accumulate continuous service for any period thereafter until they are returned to active pay status. When an employee returns to active pay status, he/she will begin to accumulate continuous service credit based upon, and added to this previous service accumulation. For the purpose of this Agreement, employees utilizing paid sick leave, vacation, funeral leave or personal leave shall be deemed as time worked.

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

### **ARTICLE 30**

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

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

### **ARTICLE 31**

#### **BAR DUES**

The County shall pay the annual cost of WCAPA membership basic State bar dues. The employee shall be responsible for submitting the invoice for bar dues and/or receipt of payment to receive reimbursement no later than January 31 of the active year. Employees hired after January 1 shall have bar dues paid the following first full calendar year.

In exchange for the payment of bar dues, the WCAPA forgoes the right to independently practice law.

### **ARTICLE 32**

#### **PARITY**

Parity shall be maintained between the *Washtenaw County Assistant Prosecutors Association* and the *Public Defenders Association* in the area of wages and other benefits.

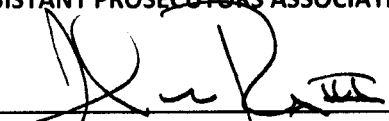
**ARTICLE 33  
TERMINATION AND MODIFICATION**


**This Agreement shall continue in full force and effect until midnight, December 31, 2010.**

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

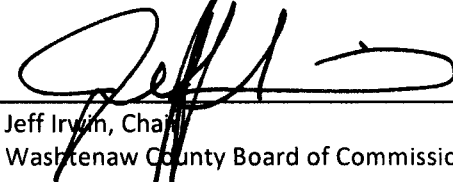
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

**WASHTENAW COUNTY  
ASSISTANT PROSECUTORS ASSOCIATION**

By:   
John W. Reiser III, President  
APA Unit

By:   
Donald G. Ray  
Supervisory Unit

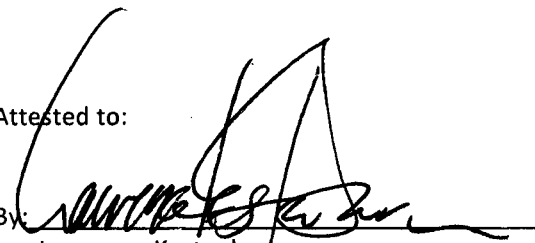
**COUNTY OF WASHTENAW**

By:   
Jeff Irwin, Chair  
Washtenaw County Board of Commissioners

**WASHTENAW COUNTY  
PROSECUTING ATTORNEY**

By:   
Brian Mackie  
Washtenaw County Prosecuting Attorney

Attested to:

  
By: Lawrence Kestenbaum  
Washtenaw County Clerk/Register

**APPENDIX A  
SALARY SCHEDULE**

**1/1/08**

<b>Position</b>	<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<i>APA I</i>	28	\$49,438	\$58,546	\$67,655
<i>APA II</i>	30	\$53,388	\$63,372	\$73,355
<i>APA III</i>	32	\$57,693	\$68,695	\$79,689
<i>First APA I</i>	33	\$60,021	\$71,543	\$83,066
<i>First APA II</i>	34	\$62,514	\$74,577	\$86,638
<i>Senior Asst</i>	36	\$67,736	\$80,962	\$94,201

**.5% - 1/1/2009**

<b>Position</b>	<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<i>APA I</i>	28	\$49,685	\$58,839	\$67,993
<i>APA II</i>	30	\$53,655	\$63,689	\$73,722
<i>APA III</i>	32	\$57,981	\$69,038	\$80,087
<i>First APA I</i>	33	\$60,321	\$71,901	\$83,481
<i>First APA II</i>	34	\$62,827	\$74,950	\$87,071
<i>Senior Asst</i>	36	\$68,075	\$81,367	\$94,672

**1.5% - 1/1/2010**

<b>Position</b>	<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<i>APA I</i>	28	\$50,430	\$59,722	\$69,013
<i>APA II</i>	30	\$54,460	\$64,644	\$74,828
<i>APA III</i>	32	\$58,851	\$70,074	\$81,288
<i>First APA I</i>	33	\$61,226	\$72,980	\$84,733
<i>First APA II</i>	34	\$63,769	\$76,074	\$88,377
<i>Senior Asst</i>	36	\$69,096	\$82,588	\$96,092

**1.5% - 7/1/2010**

<b>Position</b>	<b>Grade</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<i>APA I</i>	<b>28</b>	\$51,186	\$60,618	\$70,048
<i>APA II</i>	<b>30</b>	\$55,277	\$65,614	\$75,950
<i>APA III</i>	<b>32</b>	\$59,734	\$71,125	\$82,507
<i>First APA I</i>	<b>33</b>	\$62,144	\$74,075	\$86,004
<i>First APA II</i>	<b>34</b>	\$64,726	\$77,215	\$89,703
<i>Senior Asst</i>	<b>36</b>	\$70,132	\$83,827	\$97,533

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

A RESOLUTION APPROVING THE AGREEMENT WITH THE ASSISTANT PROSECUTORS ASSOCIATION AND WASHTENAW COUNTY FOR THE THREE YEAR PERIOD OF JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

WASHTENAW COUNTY BOARD OF COMMISSIONERS

July 2, 2008

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

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

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

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

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

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

WHEREAS, the collective bargaining agreement with the Assistant Prosecutors Association, expired December 31, 2007; and

WHEREAS, the Union has ratified an agreement.

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

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

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

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

STATE OF MICHIGAN    )

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on July 2<sup>nd</sup>, 2008, as it appears of record in my office.

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

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 3<sup>rd</sup> day of July, 2008.

**LAWRENCE KESTENBAUM, Clerk/Register**

BY: \_\_\_\_\_  
Deputy Clerk



**Res. No. 08-0124**

**TENTATIVE AGREEMENT**

Washtenaw County & Assistant Prosecutors Association

**LENGTH OF CONTRACT**

2008 – 2010

**WAGES**

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

**DUTY PAY – retroactive to 1/1/08**

<u># Days on Duty</u>	<u># Hours of Pay</u>
2	15
3	22 ½
4	30

**COMPENSATORY TIME**

Employees shall be allowed to use 15 hours of accrued compensatory time in a one week period.

**HEALTHCARE**

**Active Healthcare –Effective 1/1/09**

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

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

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

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

Remove Delta Dental affiliation from collective bargaining agreement

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

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

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

**PENSION**

**All employees will move to the WCERS defined benefit plan effective 10/1/08 with the following parameters:**

- **FAC3**
- **2.0 multiplier**

- **Vesting of 8 years**

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

**Effective 10/1/08, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 10/1/08, the employer shall contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. The employer shall assume the first 2.5% increase up to the 10% cap. If additional contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5%, the parties shall negotiate the adjustments.**

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

**Effective Date of BOC Approval, increase current WCERS employee contributions to 6% and implement FAC3 for current WCERS employees.**

**Increase WCERS death benefit to \$7,500.**

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

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

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

Effective 1/1/09

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

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

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

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

<u>Years of Service</u>	<u>% Longevity</u>
8-11	3
12-154	
16-195	
20+	6

**HOLIDAY**

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

**TUITION REIMBURSEMENT**

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

**ME TOO**

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

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

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

**LAYOFF & INSURANCE**

In the event an employee of the Assistant Prosecutors Association (APA or Supervisory Units) is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

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

**All other provisions of the collective bargaining agreement apply.**



**APPENDIX C  
WASHTENAW COUNTY FLEXIBLE BENEFITS PROGRAM**

Washtenaw County offers a flexible benefits program to employee groups which have chosen this option. Under flexible benefits, employees can select their major fringe benefits from a "menu" of options based on his/her personal and family needs. The Washtenaw County Board of Commissioners enacted the flexible fringe benefit program with the provision that a "safety net" of benefits must be given to every employee. These are termed the Core Benefits. Core Benefits include medical, dental, life insurance, and long-term disability insurance at no cost to the employee. For this reason (as well as insurance carrier requirements) employees must select an option in all of these benefits categories.

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

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

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

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

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

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

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

#### **Flexible Credits**

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

#### **Enrollment**

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

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