

ORIGINAL FOR EXECUTION  
July 28, 2010

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**THE COUNTY OF INGHAM  
THE PROSECUTING ATTORNEY OF THE COUNTY OF INGHAM**

**AND**

**THE INGHAM COUNTY EMPLOYEES' ASSOCIATION  
ASSISTANT PROSECUTING ATTORNEY'S DIVISION**

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**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2009 through December 31, 2011**

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## AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, the INGHAM COUNTY PROSECUTING ATTORNEY (hereinafter referred to as the "Employer") and the INGHAM COUNTY EMPLOYEES' ASSOCIATION, ASSISTANT PROSECUTING ATTORNEY'S DIVISION (hereinafter referred to as the "Union" or "ICEA" or "Association").

This Agreement shall remain in full force and effect commencing July 1, 2009, through the 31st day of December, 2011.

## PREAMBLE

**THIS AGREEMENT**, entered into by the parties, has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, wages, hours of employment and other conditions of employment.

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

## **ANTI-DISCRIMINATION**

The Co-Employers and the Association agree to abide by all applicable local, State and Federal laws with respect to age, sex, race, creed, color, handicap, sexual orientation, and national origin, in the hiring, placement, salary determination, or other terms or conditions of employment for Professional APA's employed or to become employed. The Co-Employers and the Association further agree that the Co-Employers shall be permitted to comply with State or Federal Civil Rights' requirements, including compliance with any accommodations' requirements under the Michigan Handicapper's Act or the Americans with Disabilities' Act; and/or any State or Federal judicial or administrative orders directing compliance with an applicable State or Federal civil rights' law or regulation. If such actions necessitate violation of a provision of the Agreement, then the parties agree to bargain with regard to the effect of implementing such action on other bargaining unit employees.

## ARTICLE 1

### UNION AND EMPLOYEE RIGHTS

**Section 1.** The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act 379 of the Michigan Public Acts of 1965, as amended, from time to time.

**Section 2.** The Employer recognizes that the Union representative and individual employees have all rights provided by law.

**Section 3. Bulletin Boards.** The Employer will provide bulletin boards at appropriate locations, which may be used by the Union for posting notices of the following types:

- Meetings of the Union
- Union Elections
- Results of Union Elections
- Union Recreational and Social Events

**Section 4. Stewards.** The Union shall designate a steward and two (2) alternate stewards: Assistant Prosecutor Steward, Assistant Prosecutor First Alternate Steward and Assistant Prosecutor Second Alternate Steward. The Steward(s), during his/her working hours, without loss of time or pay, may investigate and present grievances including attendance at Special Conferences, after notification to his/her Supervisor, provided that time off with pay to investigate grievances shall be limited to a reasonable length of time. The Steward(s) may represent an employee at all steps of the grievance procedure. The Employer shall be advised in writing as to who(m) represents the employees for notification and grievance processing purposes as to each grievance.

**Section 5. Notice of Representatives.** The Union shall furnish the Employer with a current written roster listing the names of its officers, steward and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the Employer. When changes are made of the Union officers, steward or alternates, the Union shall, within ten (10) days thereof, notify the Employer of said changes in writing.

**Section 6. Special Meetings.**

A. **Purposes and Procedures.** The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is agreed that these special meetings shall not be for the purpose of conducting



continuing collective bargaining negotiations, nor to in any way modify, alter, change or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the written request and shall be held between 8 a.m. and 5 p.m., at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at such special meetings. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (½) hour immediately preceding a special meeting.

B. Meeting Place. Meetings of the Union may be held at the Prosecutor's facilities with prior approval of the Prosecuting Attorney, provided the desired space is available. The Union shall not meet during working hours except as specifically provided under the terms of this Agreement.

C. Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of four (4) Union members who are full-time employees. The Association may additionally have non-employee representative(s) as a part of the Committee. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiating a new Agreement. Negotiation sessions which are held during working hours shall not result in a loss of pay for the bargaining committee members. It is understood that the Union and the Employer may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon.

## ARTICLE 2

### EMPLOYER RIGHTS

**Section 1.** The Union recognizes that the Employer hereby reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs. All rights, functions, power and authority which the Employer has not expressly and specifically abridged, amended, delegated, or modified by this Agreement are recognized by the Union as being retained and reserved by the Employer. Neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged unless specifically provided for under the terms of this Agreement.

**Section 2.** Specifically, the Prosecuting Attorney retains all rights provided by law, including, but not limited to:

- A. To manage and operate the office of Prosecuting Attorney and its business.
- B. To maintain order and efficiency in its operation.
- C. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- D. To install, modify or change methods of operations and work schedules consistent with this Agreement.
- E-1. It is hereby agreed and understood by all parties to this contract that all Assistant Prosecuting Attorney positions are by appointment of the elected Prosecutor and that all such persons serve at the sole pleasure and discretion of the elected Prosecutor as provided in MCL 49.35; MSA 5.795, and that any disciplinary matter is not grievable nor subject to arbitration.
- E-2. Subject to the provisions stated herein, if an employee is laid off due to elimination of his/her position, the Employer will continue that person's salary, health insurance, life insurance and dental insurance coverages for one month for each year of service to a maximum of six (6) months. The salary payments will be made on a bi-weekly basis, and continue for the period of time stated above provided the employee does not obtain other professional employment nor receive unemployment compensation during that time. This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the Administrative Services/Personnel Committee up to an additional six (6) months for those employed ten (10) or more years. The above payments will be subject to normal tax withholdings.

E-3. If an Assistant Prosecuting Attorney that has completed more than one (1) year of continuous service is not re-appointed or has his/her appointment withdrawn by the Prosecutor, and his/her termination from employment is for other than death, retirement, or voluntary resignation, the employee shall be eligible for salary and health insurance continuation for a period not to exceed ninety (90) days, and life insurance continuation for a period not to exceed sixty (60) days. The payments will be made on a bi-weekly basis, subject to normal withholding of taxes and pension accrual and contributions will be made thereon. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed in a professional position elsewhere nor receiving unemployment compensation during that time.

E-4. In addition to sub-section E-3, if an Assistant Prosecuting Attorney that has completed four (4) or more years of continuous service is not re-appointed or has his/her appointment withdrawn by the Prosecutor, and his/her termination from employment is for other than death, retirement, or voluntary resignation and the employee executes a waiver of any and all claims against the Employers, in a form approved by the Employer, the employee will be provided one month's continuation of salary, health, dental and life insurance for each year of service in excess of three (3) years to a maximum of nine (9) months of severance compensation. Payments will be made on a bi-weekly basis, subject to normal withholding of taxes. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed elsewhere in a professional position nor receiving unemployment compensation during that time. This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional three (3) months only for those employed ten (10) or more years, upon the Union filing an appeal under Step 4 of the Grievance Procedure prior to the initial compensation period expiring. The review of the grievance appeal by the County Services Committee shall be held in closed session, and the decision to grant or deny an extension of benefits is within the sole discretion of the County Services Committee and shall be binding on all parties.

In granting or denying the additional three (3) months of salary and health insurance continuation, the County Services Committee may consider:

- (a) Whether the Assistant Prosecuting Attorney has obtained other employment;
- (b) Whether the Assistant Prosecuting Attorney is immediately eligible for retirement benefits under the MERS plan;

- (c) The recommendations of the Human Resources Director, the Prosecuting Attorney, and the Union;
- (d) The Assistant Prosecuting Attorney's total length of service with the County;
- (e) The Assistant Prosecuting Attorney's disciplinary record;
- (f) Any medical issues involving the Assistant Prosecuting Attorney or his/her family; and
- (g) Any other reasons that justify granting or denial of the request.

The County Services Committee shall include in the resolution granting or denying an extension request the reasons for the Committee's decision.

- E-5. Notwithstanding the foregoing, no salary continuation shall be paid to employees whose separation from employment is related to his/her conviction of a felony, high misdemeanor, or misdemeanor connected with his/her employment, or in any case in which an employee's license to practice law within Michigan is suspended or revoked.

**Section 3.** The Employer shall have, within its discretion, the right to make, amend, supplement or delete reasonable rules and regulations. However, the Union shall receive a copy of any new or modified rule or regulation ten (10) days prior to its effective date, unless conditions warrant necessary immediate implementation. If there is concern regarding the fairness of the rules or rule change, the Union may request a special conference between the Union, a representative of the Human Resources Department, the Prosecutor, or his/her representative, to discuss the reasonableness of the rule.

In no case will the rule change or new rule become subject to the grievance procedure unless that rule, as applied, violates a provision of the collective bargaining agreement.

If the employees do not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the Union, the Employees and the County.

Due to the unique nature of the positions covered under this Agreement, it is expressly understood that the Prosecuting Attorney may adopt rules requiring employees under this Agreement to cooperate with other law enforcement agencies, so long as doing so does not require waiver of the employees' state or federal constitutional rights.

## ARTICLE 3

### EMPLOYER SECURITY

**Section 1.** The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare.

**Section 2.** The Union agrees that no employees holding a position in this unit shall strike.

**Section 3.** "Strike" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

## ARTICLE 4

### DEFINITIONS

**Section 1. Employer.** For the purpose of the Agreement, the word "Employer" means the Prosecuting Attorney and the Ingham County Board of Commissioners.

**Section 2.**

A. **Full-time Employees.** Employees regularly scheduled to work forty (40) hours per week shall be considered as regular full-time employees. A regular full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.

B. **Part-time Employees.** Employees who are regularly scheduled to work less than full-time, but at least half-time (20 hours per week) shall be classified as regular, part-time employees. They shall be paid for their hours worked at the regular rate of their salary grade; shall receive overtime pay on the same basis as full-time employees; shall receive vacation, sick leave, and holiday pay at one-half the rate that regular full-time employees are eligible to receive the same; shall receive health insurance at the single subscriber rate, including vision coverage; shall receive retirement benefits where eligible on a pro-rated basis in proportion to their work schedule, and shall receive dental insurance as provided in Article 24, Section 1.

C. **Special Part-Time Employees.** An employee regularly scheduled to work less than half-time shall be considered a special part-time employee. Such employee shall be eligible for compensation by wages only, and shall not be covered by provisions of this Agreement.

D. **Temporary Employees.** An employee who is hired for a period of six (6) months or less to augment the work force will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

E. **Substitute Employees.** An employee who is hired to replace an employee on a leave of absence or on workers' compensation shall be considered a substitute employee and shall not attain seniority in the Unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employee's absence.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a substitute employee is eventually hired into a posted

regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

F. Shared Time Employees.

1. Definition. A full-time/shared time position is a position in which two employees share one (1) full-time job.
2. Creation of a Full-Time/Shared Position.
  - (a) The employee in the full-time position may request that the position become a shared position by making the request of his/her supervisor and notifying the appropriate bargaining unit representative.
  - (b) Approval of the Prosecuting Attorney must be obtained before a position can be converted to a shared position.
  - (c) Authority for shared positions originates from the Ingham County County Services Committee per Resolution #80-355.
  - (d) The creation of a full-time/shared position to replace a vacant full-time position must be agreed upon by the bargaining unit involved and the Prosecuting Attorney.
3. Continuation and Review of Full-Time/Shared Positions.
  - (a) The Prosecuting Attorney will determine the duration of the shared position based on departmental needs.
  - (b) A review of the shared positions will be conducted by the Employer and the bargaining unit at the time of the expiration of the current collective bargaining agreement to determine if it is feasible to create alternative shared positions.
4. Shared Work Schedule. The work schedule will be determined by the supervisor for the shared positions in a manner to attempt to accommodate the employees, as well as the needs of the department.
5. Reversibility.
  - (a) The Prosecuting Attorney may convert, at his/her discretion, the previously designated shared position back to a full-time

position which would be filled through regular County employment procedures.

- (b) In the event that one of the partners in a shared position leaves the position, one of the following options may occur:
  - (1) The remaining employee may continue to share the position and the other half would be filled through regular County employment procedures.
  - (2) Should it be determined by the Prosecuting Attorney that the position will be converted to full-time, it will be filled through regular County employment procedures.
- 6. Limits. There will be a limit of one (1) full-time/shared position under the ICEA Assistant Prosecuting Attorney Unit.
- 7. Longevity.
  - (a) Full-time employees who are placed in shared positions are eligible for a pro rata share of longevity, provided they meet the other longevity requirements as outlined in the collective bargaining agreement.
  - (b) Payment of longevity to two (2) shared-time employees will not exceed the total amount which otherwise would have been paid to a full-time employee in that position.
- 8. Fringe Benefits. Full-time/shared time employees shall receive the same fringe benefits as part-time employees except longevity, which shall be paid as above, based upon the number of hours they work, as stated in Article 4, Section 2(B).
- 9. Layoff and Bumping. In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time position, regardless of seniority.
- 10. Term. The Shared Time Employee Program shall remain in force and effect for the duration of this contract.



## **ARTICLE 5**

### **RECOGNITION**

The Employer, a public employer under the Public Employment Relations Act, being 1947 PA 336, as amended, and herein referred to as PERA, hereby recognizes the Union as the exclusive representative, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all Assistant Prosecuting Attorneys with the County of Ingham, including duly appointed Assistant Prosecutors and law school graduates in a full-time Assistant Prosecuting Attorney position who are awaiting admission to the Bar, but excluding the elected prosecuting Attorney and Chief Assistant Prosecuting Attorney and all other employees working in the Prosecutor's Office.

## ARTICLE 6

### UNION SECURITY AND CHECK OFF

**Section 1.** The Employer will not discriminate against any employee because of membership in the Union.

**Section 2. Union Security.** As a condition of continued employment, all employees in the bargaining unit may either become and remain members in good standing of the Union or pay a representation fee to the Union which shall be less than one hundred percent (100%) of the regular monthly dues paid by Union members and which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating and administering the terms of the Agreement, which shall not include, by way of example, but not by way of limitation, other dues and assessments or other amounts for Union activities.

The requirements set forth above shall become effective thirty (30) days after an Assistant Prosecuting Attorney's date of hire.

**Section 3. Dues Checkoff.** The Employer agrees to deduct the monthly Union dues or the representation fee from the pay of employees subject to and contingent upon the following:

- A. The Union shall obtain from the employee a complete checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The checkoff authorization form shall be filed with the County Human Resources Director, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no checkoff shall be made until such deficiency is corrected.
- B. The Employer shall only deduct obligations which are due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligations, and will not be responsible to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- C. The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the County Human Resources Director within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- D. Any employee may terminate his/her checkoff authorization by written notice to the County Human Resources Director.

- E. The Union shall provide at least thirty (30) days' prior written notice to the County Human Resources Director of the amount of Union dues or representation fee to be deducted from the wage of employees in accordance with this Article. Any changes in the amounts shall be provided to the County Human Resources Director at least thirty (30) days prior to the effective date.

**Section 4. Indemnity Provision.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

The terminology within the dues authorization forms does not bind the Employer to anything other than what is specified in Article 6 and that which is consistent with the law.

## ARTICLE 7

### SERVICE/SENIORITY

#### Section 1. Definition.

A. "Service," for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within Ingham County employment. Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved leaves of absence period, unless otherwise provided in this Agreement.

B. "Seniority" for purposes of layoff and recall shall mean the length of time within the bargaining unit.

C. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 2. Seniority List. The Employer shall prepare a seniority list and submit it to the Union on a quarterly basis.

Section 3. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she voluntarily resigns;
- B. He/she is discharged and not reinstated;
- C. He/she retires;
- D. He/she is laid off for a period greater than their seniority or thirty (30) months, whichever is less;
- E. He/she is absent from work for three (3) consecutive working days without notification to the Employer and without acceptable excuse for not notifying the Employer;
- F. He/she fails to return to work upon recall from layoff;
- G. He/she fails to return to work after expiration of leave of absence; and
- H. He/she makes an intentionally false statement on his/her employment application or on an application for leave of absence or any other employment record or form.

## ARTICLE 8

### WORKERS' COMPENSATION

**Section 1.** To the extent required by Michigan law, the Employer provides, at its sole expense, workers' compensation coverage for each employee covered by this Agreement.

**Section 2. Use of Accumulated Sick Leave When on Workers' Compensation.** Employees in the bargaining unit are permitted to use accumulated sick leave while on workers' compensation as provided below:

- A. The maximum time an employee may use accumulated sick leave while on workers' compensation is twelve (12) weeks.
- B. Employees shall not accumulate sick leave or vacation time while off work on workers' compensation. All other fringe benefits shall terminate after an employee is not at work and on workers' compensation for ninety (90) days.
- C. Employees who have accumulated one hundred sixty (160) hours of sick leave and up to four hundred (400) hours are permitted to use their accumulated sick leave as a supplement to workers' compensation so that they will receive approximately eighty (80%) of their normal straight time pay.
- D. Employees who have one hundred fifty-nine (159) hours accumulated sick leave or less shall not be entitled to utilize this Section.
- E. Employees who have accumulated sick leave of four hundred one (401) hours or more may use their accumulated sick leave so as to receive one hundred per cent (100%) of their actual net pay of their normal straight time pay.
- F. The eighty percent (80%) and one hundred percent (100%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE: If an employee's gross paycheck is One Hundred Fifty (\$150.00) Dollars and their net paycheck is One Hundred (\$100.00) Dollars, and workers' compensation payments are Sixty (\$60.00) Dollars, the Employer's obligation is to pay Twenty (\$20.00) Dollars, provided the employee meets the above requirements.

**Section 3.** Seniority shall continue to accumulate while employees are receiving workers' compensation benefits for a maximum of one (1) year.

**Section 4.** Employees on workers' compensation from the County may continue their hospitalization insurance coverage on the group plan for up to one (1) year from their date of injury, provided they pay the premium.

## ARTICLE 9

### LAYOFF

**Section 1.** In the event that a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by seniority, as defined in Article 7 (Service/Seniority), beginning with the least senior person. It is recognized that the Employers have the right to determine which functions and position numbers are to be eliminated which may necessitate the layoff.

**Section 2.** In the event that an employee is originally hired into a grant funded position and thereafter laid off or terminated due to lack of funds or termination of the grant, said person may notify, in writing, the Human Resources Department of his/her desire for regularly funded County employment. The Human Resources Department shall, for up to twelve (12) months, refer that laid off or terminated person to a department head for consideration of employment if said employee informs the Human Resources Department of his/her previous status with the County. This provision shall only apply to the classification to which the employee was previously working within the County.

**Section 3.** When employees in a regular County funded position transfer to a grant funded position, seniority for the purposes of layoff, as provided in Section 1, shall be computed from the date of hire in the regular County funded position. Seniority time shall be continued while the employee is funded by the grant.

An employee in a grant funded position, originally hired in a regular funded County position, shall, in the event of termination or exhaustion of the grant, be retained at his or her current classification level, provided however, in the event of a reduction of personnel due to termination or exhaustion of a grant, layoffs shall occur as provided in Section 1 of this Article.

**Section 4.** The Human Resources Director shall notify the Union as soon as possible of any pending layoff. An employee shall be given written notice from the Employer at least thirty (30) days prior to his/her scheduled layoff date. Said written notice will be given to the employee personally or by certified mail deliverable only to him/her as addressee, with return receipt requested. In the event certified mail is used to accomplish notice, the time of this notice shall commence to run from the date of the affected employee's signature on the certified mail receipt.

Any employee who will be absent from work for a period of time to exceed one (1) week shall inform the Prosecuting Attorney of his/her whereabouts. In the event the employee fails to do so, then notice may be sent to the last known address in the employee's personnel file by certified mail and will not require the Employer to obtain the employee's signature on the receipt for said certified mail.

The Prosecuting Attorney shall send written notice to the Human Resources Director and all employees who may be affected by the termination of a grant forty-five (45) days before the same is to expire.

**Section 5.** When positions become available in a classification level from which employees have been laid off, or in a lower classification level, those laid off employees shall be notified of said openings and recalled.

Notice shall be by certified mail to their last known address contained in their personnel file in order of their seniority within their classification level. An employee receiving such notice must, within seven (7) working days thereafter, state in writing his/her availability to return to employment within fourteen (14) days unless extended by the Prosecuting Attorney, or shall forfeit any recall rights.

**Section 6.** Notwithstanding anything in this Agreement to the contrary, an employee originally hired into a position which is funded in total or in part by either a State or Federal grant may retain employment for the duration of the grant. However, if a grant funded position is eliminated due to termination or lack of funds in said grant, the following shall occur:

- A. In the case of employees originally hired into the grant position, the employee's employment will terminate, unless the Ingham County Board of Commissioners, within its sole discretion, decides to continue funding said position.
- B. In the case of employees that were originally hired into a regularly funded position and transferred to the grant position; the employee's grant funded position shall be eliminated and the employee shall exercise any applicable layoff seniority or bumping rights under Section 1 herein; unless the Ingham County Board of Commissioners, within its sole discretion, decides to continue funding the former grant position.

**Section 7.** Laid off employees may continue their hospitalization and dental coverage to the extent required by Federal law.

**Section 8.** Laid off employees may continue their life insurance up to sixty (60) days provided they pay the premium.



## ARTICLE 10

### HOURS OF WORK

**Section 1. Work Breaks.** Each employee shall be allowed to have two (2) work breaks during the work day. Said work breaks will not be taken at the beginning or ending of the work day. No more than one (1) work break may be taken before lunch. No more than one (1) work break may be taken after lunch on any one day. The duration of said break shall not exceed fifteen (15) minutes in length. Each employee shall be allowed one (1) hour lunch break between the hours of 11:30 a.m. and 1:30 p.m., unless another arrangement is agreed upon by the employee and the department head, or the immediate supervisor if the department head is not available. Work breaks do not accumulate if not taken.

**Section 2. General Elections.** On each and every nationwide or statewide election day, excluding primaries and school elections, all employees over eighteen (18) years of age, shall be allowed one (1) hour off from their normal duties for the purpose of casting their vote in said election. The decision as to which hour an employee shall be entitled to take off for the above stated exemption shall be made by the department head or the immediate supervisor if the department head is not available. Necessary travel time may be added to the approved time off for voting if the employee is prevented by his/her supervisor from voting either at the start or end of the shift on that particular day.

**Section 3.** When an off duty Assistant Prosecuting Attorney is required to spend time in court, he/she shall receive the witness fee, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of premium pay. If no witness fee is payable, he/she shall receive pay at time and one-half for the time spent on the assignment, with a minimum of two (2) hours of premium pay. Mileage that may be paid by the court will be considered separate payment and will not be included in the above premium pay. Said payment shall be made only when an employee is required to attend court as a witness arising out of a work related incident. Said employee shall not be paid mileage by the Employer if paid by the court. Such time spent in court shall include time excused for lunch if the employee is required to return to court.

**Section 4. Overtime.**

A. The normal business day is 8 a.m. to 5 p.m., Monday through Friday. The normal working schedule of forty (40) hours weekly can be arranged to best accommodate individual job responsibilities, provided the employee is at work the majority of the hours designated as the normal business day, and that the appropriate staff is aware of the schedule. If the Employer believes the employee's work hours are an abuse of this Section, the employee will receive a written warning from the Employer and will not be subject to any disciplinary action until the employee has a reasonable

opportunity to address the Employer's concerns. This Section does not modify the employee's at-will employment status.

B. Positions of employment covered by this Agreement are professional and are recognized as exempt from overtime except as provided in Section C below and Section 5. Work performed in preparation for subsequent activities, beyond eight (8) hours per day shall not be compensated for, such as but not limited to, preparation for the next day's activities. Some cases are by necessity outside an employee's normal working schedule, and the employee is required to attend. This may include court sessions held after 5 p.m. including being held over for jury verdicts.

C. If the Prosecutor or Chief Assistant Prosecutor require an employee to attend any meetings beyond the normal business day as provided in Section "A," the employee shall be compensated at overtime rates or compensatory time (calculated at time and one-half), as mutually agreed between the employee and the Prosecutor.

**Section 5.** A bargaining unit employee who is designated by the Prosecutor as being "on-call" for a specific week shall be compensated for such duty as follows:

A. For up to four (4) hours per day for Saturday, Sunday or holiday warrant duty, the designated employee shall receive the following amounts:

Year	Daily On-Call Pay
7/1/2009 - 6/30/2010 *	\$211
7/1/2010 - 6/30/2011 *	\$213
7/1/2011 - 12/31/2011	\$214

\* Retroactive for all employees employed as of 4/20/2010

B. For all times spent on warrant duty, phone calls and other on-call duties during a specific week on "on-call" assignment, the designated employee shall receive:

Year	Regular Week	Week With 1 Holiday	Week With 2 Holidays
7/1/2009 - 6/30/2010 *	\$633 per week	\$874 per week	\$1,116 per week
7/1/2010 - 6/30/2011 *	\$639 per week	\$883 per week	\$1,127 per week
7/1/2011 - 12/31/2011	\$642 per week	\$887 per week	\$1,133 per week

\* Retroactive for all employees employed as of 4/20/2010

C. For an employee who is assigned to the Tri-County Metro Unit and is designated by the Prosecutor as on-call shall receive the following amount per week:

Year	Tri-County On-Call Per Week
7/1/2009 - 6/30/2010 *	\$68
7/1/2010 - 6/30/2011 *	\$69
7/1/2011 - 12/31/2011	\$69

\* Retroactive for all employees employed as of 4/20/2010

D. Employees who are provided with pagers and/or telephones and are not designated as on-call as provided in "B" or "C" above, will not be compensated for carrying these devices. These employees carry pagers and/or telephones for the convenience of being consulted by the Prosecutor and will not be subject to disciplinary action in the event the Prosecutor cannot reach these employees via the pagers and/or telephones. It is understood that the Assistant Prosecuting Attorneys carrying pagers and/or telephones will make their best efforts to respond to pages and/or telephone calls.

E. On-call payments shall be paid in the next regular pay period in which it was accrued.

F. The parties agree to re-open the issue of on-call compensation in the event the Prosecutor's Office establishes a new computerized warrant system.

**Section 6.** In the event of extraordinary situations, the employee may petition the Prosecutor, and the Prosecutor within his discretion, may grant compensation at overtime rates or compensatory time (calculated at time and one-half), as mutually agreed between the employee and the Prosecutor.

## ARTICLE 11

### JOB OPENINGS AND TEMPORARY ASSIGNMENT

#### **Section 1. Job Openings.**

A. In the event of a newly created Bargaining Unit position, assignment or an opening in a vacated Bargaining Unit position or assignment, which the Employer intends to fill, employees in this Bargaining Unit shall be notified and given ten (10) business days to make written application to the Chief Assistant.

B. Bargaining unit members who have completed at least one (1) year of service in the unit may apply for an available Unit Chief or Deputy Chief assignment.

C. The Chief Assistant shall communicate the names of the interested applicants and their qualifications to the Prosecuting Attorney.

D. The final decision in filling the position or assignment will be at the sole discretion of the Prosecuting Attorney.

**Section 2. Temporary Assignment.** An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a Unit Chief or Deputy Chief assignment, which is temporarily vacated due to illness, vacation, authorized leave, resignation or termination of employment for more than five (5) consecutive working days, shall be paid on a pro-rata basis equal to the stipend for that assignment. All such assignments must be authorized in writing by the Prosecuting Attorney or Chief Assistant.

If the employee works in excess of five (5) consecutive working days, the employee shall be paid for the entire period from the date of assignment.

An employee temporarily assigned to and compensated at a higher assignment within the Bargaining Unit and who is subsequently permanently assigned to that higher assignment, shall have his/her anniversary date made retroactive to the date of the temporary assignment provided the employee is continuously employed in that higher assignment from the date of the temporary assignment to the date of the permanent assignment.

An employee may be temporarily assigned to the work of any position in the same or lower salary grade or assignment and shall not suffer any loss of pay during the period of the temporary assignment.

#### **Section 3. Designated Unit Chiefs/Deputy Chief Assistant.**

A. Unit Chiefs and the Deputy Chief Assistant are those Assistant Prosecuting Attorneys who have been selected by the Prosecutor as having

additional duties and responsibilities over and above the duties and responsibilities of an Assistant Prosecuting Attorney.

B. The parties agree that the Prosecuting Attorney shall have and retain discretion to temporarily designate eight (8) Assistant Prosecuting Attorneys as Unit Chiefs and to temporarily designate one (1) Assistant Prosecuting Attorney Unit Chief as Deputy Chief Assistant. The said eight (8) Assistant Prosecuting Attorneys may be known or described as Unit Chiefs, and one Unit Chief may be known or described as Deputy Chief Assistant, but the designation of Unit Chiefs and Deputy Chief Assistant shall not be or become a job classification, except for wages.

## ARTICLE 12

### GRIEVANCE PROCEDURE FOR ALL NON-DISCIPLINARY MATTERS

**Section 1. Statement of Purpose.** The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievance of APA's or groups of APA's. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

**Section 2. Definitions.** "Grievance" shall mean a complaint between *the parties*, an APA or a group of APA's based upon an event, condition or circumstance, allegedly caused by a violation, misinterpretation or discriminatory application of any provision of this Agreement, *including any Letters of Understanding*. Any grievance filed shall refer to the specific contract provision or provisions, *including Letters of Understanding*, alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation. *It is the intent of this Section that a filed grievance would apprise the Co-Employer of the facts of the grievance.*

#### **Section 3. Steps in the Grievance Procedure.**

- Step 1.** The grievance shall be reduced to writing by the grievant and presented to the Chief Assistant Prosecutor or Administrator within eight (8) days of the date of the occurrence or the date the grievant should have known of the alleged violation and request that the grievance be adjusted. The Chief Assistant or Administrator will meet with the grievant and representative to discuss the grievance and will attempt to respond to said grievance within five (5) days of said meeting, but in no event more than six (6) days after the grievance has been presented to the Chief Assistant Prosecutor or Administrator. The grievant and representative shall suffer no loss of pay for the time spent with the Chief Assistant Prosecutor or Administrator to discuss the grievance.
- Step 2.** If the answer of the Chief Assistant Prosecutor or Administrator received in Step 1 is not satisfactory to the grievant, he/she shall, within five (5) days of the receipt of the answer in Step 1, submit the grievance in writing to the Prosecutor. The Prosecutor shall submit an answer in writing within five (5) days.
- Step 3.** If the answer of the Prosecutor received in Step 2 is not satisfactory to the grievant, the Union departmental representative, within five (5) days thereafter, shall submit notice of appeal to the Human Resources Director.

Step 3A. The Human Resources Director, Prosecutor, effected grievant, and ICEA representative shall meet within seven (7) working days after the submission of the grievance under Step 3. The Human Resources Director shall give a written answer within five (5) working days following the meeting. If this answer is not satisfactory to the Association, it shall be submitted within five (5) working days after receipt of the answer to Step 4.

Step 4. The County Services Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) days prior to the next meeting. The County Human Resources Director shall notify the Union and the aggrieved grievant in writing at least four (4) days prior to the meeting. At this meeting, the County Services Committee will review the facts as they relate to the interpretation and application of the Agreement. The review of any grievance appealed to the County Services Committee under Article 2, Section 2 E-4 shall be held in closed session. The County Services Committee shall reply with its decision, in writing, no later than five (5) days following said meeting. If the decision of the County Services Committee is unsatisfactory to the Association, said dispute may be submitted within fifteen (15) days for arbitration in accordance with the procedures and rules of American Arbitration Association. The fees and approved expenses of said arbitration shall be borne equally by the Employer and the Union.

Expedited Grievance. Grievances may be filed at Step 3A in cases involving loss of pay.

#### Section 4.

A. For the purpose of the grievance procedure, a "day" shall mean any working day, Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or Employer or is answered by the Employer.

B. Any time limit in the grievance procedure may be extended by mutual agreement of the parties.

C. A grievance presented at any step shall be dated and signed by the Union representative or employee presenting it; any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.

D. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the original request of the grievant.

E. Any grievance not presented or appealed by the grievant or Union within the time limits shall be deemed settled on the basis of the Employer's last answer or shall be denied.

F. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Human Resource Director and one (1) copy sent to the President of the Union.

**Section 5. Witnesses.** The Employer agrees to provide reasonable release time for employees from their regular work hours to serve as witnesses at a grievance hearing, provided the Employer received a written request for the release of time at least one (1) week prior to the hearing.



**ARTICLE 13**

**PAST PRACTICES AND OTHER AGREEMENTS**

**Section 1.** Only past practices established by the Employer and the Union shall be continued.

## ARTICLE 14

### SAVING CLAUSE

**Section 1.** If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal or any Court of competent jurisdiction, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**Section 2. Contracted Benefits.** Notwithstanding the provisions hereunder, no benefits shall be afforded to any employee when the Employer's contractual agreement with a third party for said benefits does not permit coverage of said employee. The Employer shall notify the Union as soon as practicable after learning of such exclusion.

It is agreed that if benefits cannot be afforded to an employee because of the Employer's contractual agreement with a third party does not permit coverage of said employee, then, in such event, the Employer shall make a good faith effort to obtain comparable coverage elsewhere.

## ARTICLE 15

### HOSPITALIZATION - MEDICAL COVERAGE

#### Section 1.

##### A. Health Insurance Program.

Effective January 1, 2009, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents.

Option 1: PHP Plus High Option Plan: L0000280 – Class 1030

Option 2: PHP Low Option Plan: L0000280 – Class 1010

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

Drug Plan: Prescription drug co-pays for Retail Generic drugs are \$2.00. The co-pays for Retail Brand drugs will be based on a Formulary. Retail Brand co-pays will be 20%, but not more than \$40.00. Retail Non-Formulary co-pays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. Mail order Generic co-pays will be \$2.00. Mail order Brand co-pays will be based on a Formulary and the co-pays will be 7%, minimum \$0.00 but no more than \$40.00. Mail order Non-Formulary co-pays will be 8.25%, minimum \$25.00 but no more than \$50.00. The formulary shall be subject to periodic review and revision. There are specific medications and medication classes that are subject to prior authorization requirements, prior notification requirements, daily and period quantity limits by Medco. Appeals and override processes may be available for unusual or unique situations.

Option 3: PHP Base Plan: L0000280 – Class 1J00

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

Employee/patient pays the total costs of medications until the plan deductible has been satisfied. At that point Generics will be dispensed with a \$10.00 co-pay (or actual cost), Tier Two medications with a \$25.00 co-pay (or actual cost), and Tier three medications with a \$50.00 co-pay (or actual cost). Three month supplies of properly prescribed drugs may be obtained via mail only with the following co-pays: Generic \$20.00 or

actual cost, Tier 2 \$50.00 or actual cost, and Tier 3 \$100.00 or actual cost. These costs are not changed if the member reaches the maximum out of pocket costs for the plan year.

B. Premiums.

Effective January 1, 2009, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in Section A above, up to the following amounts:

Full Family	=	\$795.93
2-Person	=	\$709.13
Single	=	\$338.69
Retirees	=	\$357.10

These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners. During 2009, increases in premium costs exceeding the benchmark will be shared 50/50 by the Employer and the employees with the employees' payment made through payroll deduction under the Section 125 Plan.

C. The parties will retain the Health Care Cost Containment Committee, which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Union and the Committee new health care premium rates as soon as they are available.

D. An employee shall become covered on the first day of the month following date of hire and upon completion of the required forms and acceptance by the carrier as a participant. The Employer shall pay the entire premium cost for full family coverage for each eligible full-time employee. Payroll deductions will be made for any additional cost as provided under this Article.

**Section 2.** The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

**Section 3.** Part-time employees shall receive medical coverage as stated in Article 4, Section 2 (B).

**Section 4.** An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the EMPLOYER shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay the employee the Health Waiver directly to the employee as taxable compensation.

Full Family	=	\$ 201.85 if participating prior to 1/1/2007
2-Person	=	\$ 179.65 if participating prior to 1/1/2007
Single	=	\$ 106.09 if participating prior to 1/1/2007
New enrollment on		
or after 1/1/2007	=	\$ 106.09

Employees losing medical coverage from another source shall notify the County Financial Services Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

**Section 5.** Employees may pay group rates for hospitalization/medical/dental coverage for the maximum period required by applicable Federal law.

**Section 6.** In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 4 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. For employees participating in the waiver plan prior to January 1, 2007, the spouse receiving the waiver payment will receive \$106.09 per month as taxable compensation. For newly formed couples either through marriage or new employment on or after January 1, 2007, there will be no eligibility for health waiver payments.

**Section 7.** The Employer and the Association agree to negotiate on the addition of alternate health plans should the Employer so request of the Association or vice versa. However, such plans cannot be implemented without the mutual agreement of the parties.

In the event health insurance cost containment measures are identified following the date of ratification of this agreement, then the Association and the Employer agree to negotiate those measures so identified in good faith.

**Section 8.** Unit members will be provided a vision insurance plan, being Vision Service Plan B. Eyes exams will be provided every 12 months with a \$10.00 copay at participating providers. Frames and lenses will be provided every 24 months (\$115.00 retail allowance) with a \$25.00 copay. Lenses may also be obtained at 12 months if there is a medial/optical need. In lieu of the lens and frame benefits, contact lenses may be substituted.

**Section 9.** Certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance (along with vision and dental coverage if available

under the terms of the policies and any differential in cost to be paid by the employee) pursuant to the benefit eligibility requirements of the County, health care providers and IRS regulations. Such provision of health care benefits is subject to elimination or modification by the County to the extent permitted by law.

## ARTICLE 16

### LIFE INSURANCE

**Section 1.** Full-time employees shall be provided with life insurance coverage including double indemnity for accidental death.

**Section 2.** Effective the first pay period after execution of this Agreement, full-time employees shall be provided with life insurance coverage in the amount of Fifty Thousand Dollars (\$50,000.00), including double indemnity for accidental death. Coverage shall be effective on the beginning of the first full month after the employee's date of hire for new employees.

**Section 3.** Part-time employees shall not be eligible for life insurance coverage.

**Section 4.** Retirees shall be provided life insurance as provided in Article 24, Section 4.

**Section 5.** Employees shall have the option to purchase, at their expense through payroll deduction, additional life insurance coverage in amounts and for the costs as allowable and determined by the insurance carrier.

**Section 6.** Life insurance and Accidental Death and Dismemberment benefits will reduce, pursuant to the terms of the policy, at the age of 65 on a graduated basis.

## ARTICLE 17

### HOLIDAYS

The following holidays are recognized by the Employer:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday following
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

**Section 1.** Employees who are not required to work on the above recognized holidays shall be paid for the holidays.

**Section 2.** Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

**Section 3.** When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

**Section 4.** Except as provided in Article 10, Section 5, employees who are required to work during normal hours as provided in Article 10, Section 4.B., on one of the days designated above as a holiday shall be paid at two (2) times their regular straight time hourly rate for the hours actually worked not to exceed eight (8) hours. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when the employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of the holiday pay entitlement for hours not worked. Any hours worked on a holiday exceeding eight (8) hours, shall be paid as provided in Article 10, and hours worked on a holiday other than 8:00 a.m. to 5:00 p.m. shall be at time and one-half (1 ½).

**Section 5.** To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head.

**Section 6.** Employees shall be entitled to the preceding day off with pay, whenever Christmas and New Year's Day falls on Tuesday, Wednesday, Thursday, or



Friday. Those who are required to work shall be paid in accordance with Section 4 above.

**Section 7.** Martin Luther King Day shall be observed as a County holiday on the same day it is observed by the State and Federal government.

**ARTICLE 18**

**VACATIONS**

**Section 1.** Employees shall earn vacation credits for each payroll period of eighty compensated hours and pro-rata increments thereof according to the following schedule:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED EACH PAYROLL PERIOD WORKED</u>
1st year	3.384 hours (88)
2nd year	3.693 hours (96)
3rd year	4.000 hours (104)
4th through 8th year	4.923 hours (128)
9th year	5.231 hours (136)
10th through 14th year	5.846 hours (152)
15th through 19th year	6.492 hours (168)
20th year and over of uninterrupted employment	6.769 hours (176)

**Section 2.** Vacation hours may not be used until the employee has completed six (6) months of continuous service with the Employer.

**Section 3.** Vacation hours not used may only be accumulated to a maximum of Three Hundred Eighty (380) hours.

**Section 4.** Absence on account of sickness, illness or disability in excess of that hereinafter authorized for such purposes, may at the request of the employee, be charged against earned vacation allowance.

**Section 5.** The Employer shall keep a record of vacation credit, and each department head shall schedule vacation leaves to accord with operating requirements, and insofar as possible, with the written request of the employee.

**Section 6.** Records of employee vacation eligibility and vacation hours shall be available to the employee.

**Section 7.** An employee whose service terminates before the completion of six (6) months of work shall receive no vacation pay. An employee who has worked over six (6) continuous months will receive a lump sum payment for any unused vacation due him/her upon leaving the employ of the Employer for any reason. Unused vacation hours earned in accordance with provisions of this Article will be paid to a maximum of three hundred (300) hours to employees who have completed six (6) months of service, upon leaving the employ of the Employer.

**Section 8. Vacation Bonus Days.** Effective January 1<sup>st</sup> of each year, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus hours to be used during each calendar year. The first twenty-eight (28) hours of annual leave taken during each calendar year will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during each calendar year will be lost effective December 31<sup>st</sup> of each year. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

**Section 9.** Part-time employees shall earn vacation and vacation bonus (Section 8) at one-half ( $\frac{1}{2}$ ) the rate of full-time employees. However, part-time employees who are regularly scheduled to work and do work between thirty (30) and thirty-nine (39) hours per week shall receive vacation at three-fourths ( $\frac{3}{4}$ ) rate of full-time employees.

**Section 10. Proration.** The accrual rates in Section 1 of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full-time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period. Accruals provided in for part-time employee shall be prorated if the part-time employee is on the active payroll and compensated less than forty (40) hours in a payroll. Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60 or 40 hours).

This section shall be effective the later of July 1, 2009, or the same payroll period when this proration system is implemented for the ICEA County and Court Professional bargaining units, the OPEIU Family and Probate bargaining units, and the non-union managerial and confidential employees.

## ARTICLE 19

### TRAVEL ALLOWANCE

**Section 1. Parking Allowance.** Whenever it is necessary in the course of employment for an employee to have available his/her motor vehicle during the hours of employment, the department head shall request the County Services Committee's approval of parking reimbursement to be made on a monthly basis for said employee. Employees who are not required to drive their vehicle in the course of their employment, will be reimbursed up to a maximum of Twenty Dollars (\$20.00) per month payable on a quarterly basis, provided the employee furnished satisfactory proof of payment.

Employees are encouraged to use the CATA system. The reimbursement for the use of the CATA system will be made only if the County does not provide parking at no cost to the employee. The employee must provide satisfactory proof of same to a maximum of Twenty Dollars (\$20.00) per month.

The Employer shall continue to provide parking without charge at the parking lot of the Veterans' Memorial Courthouse or at the South Capital Ramp.

**Section 2. Mileage Allowance.** The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

- A. The rate shall be the Internal Revenue Service standard mileage rate of the first Fifteen Thousand (15,000) miles for the simplified method of computing deductive costs in operating passenger automobiles for business purposes for Employees, as established by Revenue Procedure 80-7 and any updates thereof shall be used with said mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- B. Claims Miscellaneous. Mileage shall always be computed on the basis of the shortest distance between the point of departure and destination.

**Section 3. Automobile Insurance.** Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of Ninety Dollars (\$90.00) per calendar year for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

This payment will be made by December 1<sup>st</sup> of the contract year providing that prior to December 1<sup>st</sup> the employee shall submit proof of the additional automobile insurance and payment of same.

**Section 4. Conferences, Conventions or Seminars.** The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer.

- A. Attendance at a meeting, convention, conference or seminar outside the State of Michigan shall have the prior approval of the appropriate committee of the Board of Commissioners.
- B. Travel by private automobile shall be reimbursed at the rate as provided in Section 2 above.
- C. If transportation is by an Employer owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of the receipts.
- D. If travel is by common carrier, tourist fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- E. Reimbursement for meals will follow the policies and rates adopted by the Board of Commissioners.
- F. When a member of the employee's family, i.e. wife, husband, son or daughter shares the hotel or motel room, the single occupancy rate will be reimbursed, if receipts have been retained and submitted with an Expense Voucher.
- G. Tolls, telephone and telegraph expense will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.
- H. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- I. Expense Vouchers shall be submitted for the next regular Board of Commissioners meeting following the convention, conference, seminar or meeting attended by the employee.
- J. The following items will not be reimbursed under any circumstances:
  - 1. Travel Insurance;
  - 2. Laundry or Dry Cleaning;
  - 3. Hospitality or Entertainment Expense.
- K. Taxi fare is reimbursable if the trip was made by common carrier.

**Section 5. Advance Payment.** Employees may receive a travel advance prior to their traveling on Employer's business. Said advancement requires the prior approval of the department head and the County Controller, under the following provisions:

- A. The request for advance payment shall be in writing on a form provided and received by the Controller at least five (5) days prior to issuance date desired.
- B. A complete report shall be made by the employee to the Controller within five (5) working days after his/her return.
- C. Receipts for hotel bills, registration fees, meals, plane, railroad or bus tickets shall be filed with the report.
- D. If a private car is used for transportation, mileage will be paid according to the regular Mileage Schedule.
- E. All other expenses to be advanced shall be in accordance with the previous sections hereunder dealing with travel allowances.

ARTICLE 20

LEAVES OF ABSENCE

Section 1. Sick Leave.

A. Sick leave credit shall be earned at a rate of four and one-half (4 ½) hours with pay for each fully compensated bi-weekly payroll period worked.

B. Sick leave credit may be accumulated to a maximum of 1,920 hours.

C. An employee eligible for sick leave may use such leave upon approval of his/her department head, for absence due to the employee's personal illness, injury or exposure to contagious disease.

A cumulative maximum of 40 hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child or parent of the employee, and other qualified adults as defined at Article 17, Section 9. Medical verification may be required by the Co-Employers.

Employees may use accumulated sick leave for approved leave of absences under the Family Medical Leave Act to care for a seriously ill family member as defined under FMLA. There shall be no donation of sick time for care of family members. Medical verification may be required by the Co-Employers.

An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason thereof within the first hour of the employee's work day. Failure to do so may be cause for denial of pay for the period of absence. The department head may require proof of illness or injury when he/she deems it appropriate.

D. Absence for a part of an hour that is chargeable to sick leave shall be charged in an amount no smaller than one-half (½) hour.

E. Upon resignation or dismissal from County service, all sick leave credits shall be canceled and shall not be reinstated or paid for, provided, further, that upon termination for other than retirement, death, layoff, or involuntary discharge, an employee covered under this Agreement will receive a portion of their accumulations of sick leave that were accrued as of October 1, 1991 as listed below:

Less than 3 years service	=	0%
3 or more, but less than 6 years of service	=	15%
6 or more, but less than 10 years of service	=	20%
10 or more years of service	=	30%

"Years," for this provision, shall mean years of continuous service in a classification of Assistant Prosecuting Attorney or above. The accumulations eligible for payout under

this subsection shall be limited to the unused accumulations an employee has accrued as of October 1, 1991. This October 1, 1991 maximum accumulation level shall not increase after October 1, 1991 for payout purposes under this subsection. The maximum payout accumulation level shall be reduced in an amount equal to any use of sick leave, or the cashing in of sick leave under subsection H below, that reduces an employee's total sick leave accumulations below that what the employee had on October 1, 1991. In no case will the amount of sick leave hours paid out under this Section exceed 320 hours.

F. Unused sick leave credit shall be paid upon the retirement of the employee or upon his/her death, to his/her beneficiaries, at a rate of one-half the current annual pay up to a maximum payment equivalent to Six Hundred Forty (640) hours pay.

G. Employees shall be eligible for maternity/paternity leave as required by applicable Federal and/or State law.

H. Upon execution of a written option, an eligible employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the twelve (12) month period at the base rate of compensation in place during December of the contract year, to a maximum of forty (40) hours. The twelve (12) month period shall begin with the second payroll period of November and run through the 1<sup>st</sup> payroll period of the following November of each succeeding year. The remainder of the employee's sick leave balance shall accumulate as set forth in Subsection B of this Section. The payment request shall be submitted on the designated form no later than November 15 of the contract year and payment therefore shall be received no later than December 15 of that year. To be eligible to use this sick leave annual cash-out option an employee must have three (3) or more years of continuous service in a classification of Assistant Prosecuting Attorney or above as of November 15th of the year the cash-out payment will be made.

I. Proration. The accrual rates in Section 1 of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full-time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period. Accruals provided in for part-time employee shall be prorated if the part-time employee is on the active payroll and compensated less than forty (40) hours in a payroll. Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60 or 40 hours).



This section shall be effective the later of July 1, 2009, or the same payroll period when this proration system is implemented for the ICEA County and Court Professional bargaining units, the OPEIU Family and Probate bargaining units, and the non-union managerial and confidential employees.

**Section 2. Funeral Leave.**

A. If a death occurs among a member of an employee's immediate family, the employee will be excused from work up to a maximum of five (5) working days, three (3) of which will be with pay, and, if necessary, two (2) additional work days to be charged against earned sick leave. Immediate family is defined as: spouse, other qualified adult as defined at Article 17, Section 9, children, parents, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, and grandchildren.

B. One (1) work day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and two (2) work days for step-parent, step-child, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, or grandmother, to be charged against earned sick leave. Upon approval of the Department Head, one (1) additional work day may be granted, to be charged against sick leave.

C. Any additional time must be charged against annual leave.

D. The Department Head is to be notified immediately of a death in the family and the extent of the expected absence. The Department Head, within her/his discretion, may require the employee to provide appropriate verification to confirm her/his eligibility for the provisions of this Section.

**Section 3. Disability Leave of Absence.** When an employee's physician states that he/she is disabled, including disability relating to pregnancy, such employee shall, if he/she desires, be allowed a disability leave of absence using his/her accumulated sick time. In addition to or in lieu of using his/her accumulated sick leave days, the employee may be granted unpaid personal leave during the period of disability. In the event that the employee elects not to use his/her sick time, than this waiver shall be in writing to the Human Resources Department and the Union President. The Employer may require verification of disability by a physician.

The maximum disability leave of absence, including the use of all compensated accumulated time (i.e. vacation, sick leave, compensated time where applicable, and sick bank compensation) will be ninety (90) calendar days. Any additional time request must be submitted with a doctor's statement indicating the specific nature of the disability and the estimated duration of said disability.

To be eligible for disability leave, the employee must provide medical evidence of disability, and/or the department head may require a physical examination to determine the employee's ability to perform his/her regular duties if he/she deems it appropriate.

#### **Section 4. Special Leaves.**

A. In addition to leaves authorized above, a department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year. With the prior approval of the Human Resources Department, a department head may authorize an employee to be absent without pay for personal reasons for a longer period, but not to exceed sixty (60) days in any calendar year unless the County Services Committee approves one (1) additional ninety (90) day extension under unusual circumstances.

B. Upon prior approval of the County Services Committee, department heads may authorize special leaves of absence for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes:

1. With or without pay, for the attendance at a college, university or business school for the purpose of training subjects relating to the work of the employee and which will benefit the employee and the Employer.
2. Without pay, for urgent personal business requiring the employee's attention for an extended period such as settling estates or liquidating a business.
3. Without pay, for purposes other than the above that are deemed beneficial to the Employer.

C. The County Services Committee, upon recommendation of the department head, may grant leaves of absence with or without pay in excess of the above limitations, for the purposes of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the Employer.

D. The Employer shall abide by the mandatory provisions of Federal and State law regarding re-employment rights of veterans and to granting leaves of absence in accordance therewith.

**Section 5. Union Notice.** The Union shall receive a copy of all approved leaves of absence.

**Section 6.** If an employee is absent from work on sick leave, disability leave, workers' compensation or other absences because of the employee's injury or illness, and the employee has been off work fifteen (15) or more consecutive days, or has been subject to hospitalization, the employee shall provide the Prosecutor a physician's verification that he she is not able to resume regular duties of an Assistant Prosecuting Attorney.

**Section 7.** In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the Prosecuting Attorney and/or the county are not satisfied with the determination of the treating physician, after having supplied articulated concerns to the employee without satisfactory response, the Prosecuting Attorney and/or the County may require a report from a medical doctor of their choosing and at their expense relative to the employee's physical or mental ability. The Employer will notify the Union and the Union's Legal Counsel no later than the same time the employee is notified of a request for a County exam. If the dispute still exists, the employee's physician and the Prosecuting Attorney or the County's physician shall consult and agree upon a third physician to submit a report concerning the employee's physical or mental health to the Prosecuting Attorney or the County and the employee. The decision of the third physician shall be binding on both parties. The expense of the report of the third physician shall be borne equally by the County and the employee to the extent not covered by insurance. The employee shall make himself/herself available to the Prosecuting Attorney or County physician for examination at a time set by the physician.

## ARTICLE 21

### DISABILITY INSURANCE PLAN

**Section 1.** The Employer will provide a short-term disability plan as follows for regular, non-probationary, full-time employees. The Employer may in its discretion provide a policy effective at the date of hire.

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the Employer will provide fifty percent (50%) of the employee's gross salary to a maximum of \$2,500.00 per month for a maximum of twenty-four (24) months.
- B. The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.
- C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the 91<sup>st</sup> day, at the option of the employee, with the remaining accumulations to stay on record.

**Section 2.** Seniority shall accrue while an employee is being paid disability payments, but all other benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation and longevity, shall cease except as provided in Section 5.

**Section 3.** Disability is defined as the complete inability of an employee to engage in each and every gainful occupation or employment covered in the bargaining unit for which he/she is qualified or may reasonably become qualified by reason of his/her training, education or experience; provided that the salary in that position is not less than the disability benefits.

**Section 4.** To be eligible for short-term disability benefits, the employee must submit the disability claim to the insurance carrier within the time limits and under the procedure established by the carrier. The Employer shall give notice to the employee of the required time limits within the ninety (90) day elimination period and before said eligibility expires if it is made aware of the qualifying disability. To be eligible for disability insurance coverage, an employee must comply with the provisions of any adopted disability plan, including compliance with any medical examination requirements.

**Section 5.** Employees on disability may pay group rates for hospitalization/medical coverage and dental coverage to the extent required by Federal law.

## ARTICLE 22

### LONGEVITY PLAN

**Section 1.** All regular full-time Employees, having completed four (4) years of continuous regular employment prior to December 1, shall be eligible to receive a longevity bonus for service with the Employer. A year is defined as December 1 through the following November 30. Payments to employees who become eligible to receive a longevity bonus prior to December 1 of any year, shall be paid the first regular work day of December. The following will not affect eligibility during the initial four (4) year eligibility period only: ten (10) days or less of authorized unpaid leave and/or thirty (30) days or less of unpaid sick leave, including workers' compensation, each year.

Employees must have completed continuous full-time employment equal to that required for original eligibility, as stated above, plus one (1) additional year of continuous service, regular, Employer compensated full-time employment to be eligible for each additional annual payment.

After the four (4) year eligibility period, employees whose employment terminates before December 1 because of service or disability retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1<sup>st</sup> to the date of cessation of their active employment. All other employees whose employment terminates for other reasons prior to December 1 shall not be eligible to receive a longevity bonus.

After the four (4) year eligibility period, as stated above, employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month eligibility period for a longevity bonus other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation (excludes workers' compensation), provided that the employee is eligible and receives a longevity payment the following year. Under such circumstances, the employee shall receive a retroactive prorata payment at the rate it was earned. The above limitation shall not be applicable to authorized leaves of absence which do not exceed in total thirty (30) days in a year. For example, if an employee is granted a fifteen (15) day leave one month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment. Employees on unpaid leave of absence due to illness during the 12-month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation.

**Section 2.** The longevity bonus payment schedule shall be as follows:

Continuous Employment

Annual Bonus

4 or more, but less than 8 years  
8 or more, but less than 12 years  
12 or more, but less than 16 years  
16 or more years

3% of Annual Wage  
5% of Annual Wage  
7% of Annual Wage  
9% of Annual Wage

**Section 3.** The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any other compensation, including workers' compensation. Effective for the year beginning December 1, 2005, to be payable December 1, 2006, no longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of Twenty Thousand Dollars (\$20,000.00).

**Section 4.** By November 1 of each year, each department head shall furnish the Human Resources Department with a list of employees who are eligible to receive a longevity payment. The department head shall indicate the amount of the longevity bonus due such employee. The Human Resources Department shall review each list to assure that dates of continuous employment correspond with the employment records and that the proposed payments are consistent with the collective bargaining agreements; make any revisions necessary; inform the department head; and provide one (1) list of approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedure.

**Section 5.** After the four (4) year eligibility period, those employees who are then placed on either part-time or special part-time status from their regular full-time position by the Employer, are laid off, or commence disability insurance compensation, shall have their longevity computed on a prorata basis.

**Section 6.** It is expressly understood and agreed that workers' compensation is not considered paid time or "compensation" for the purposes of this Article.

**Section 7.** If, prior to the completion of the initial four (4) year eligibility period, an employee has a break in service or is reduced to less than full-time due to no fault of their own for twelve (12) months or less during the longevity year, then, under such circumstances, the employee, upon returning to work, may use the completed prior year(s) of continuous, regular, compensated employment to arrive at the required four (4) year eligibility period for longevity. However, the year in which the interruption occurred will not be counted in arriving at the required four (4) years of service.

An eligible employee would not lose all prior years of service for the initial longevity period if he/she were on an approved unpaid leave of ninety (90) days or less. For a leave of ninety-one (91) days or more, he/she would forfeit all prior years and would have to start over again. The employee would lose the year where the leave of absence occurs for the ninety (90) days or less for computing longevity.

## ARTICLE 23

### RETIREMENT

**Section 1.** Employees are covered by the Municipal Employees' Retirement System. The Co-Employers agree to provide the B-4 plan with the F55-15 years waiver and V-6 rider. The Employer shall abide by all the terms and conditions of that program, or a similar retirement plan with the Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan. The Employer and Union agree to negotiate offering the MERS defined contribution plan when it is available.

### Section 2.

A. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.

B. Employees who retire after January 1, 1992, having met the vesting requirements with Ingham County service only, and who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 15, including the increase in the benchmark as set for in Article 15. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis. Retirees can pay for their spouse's or dependent's coverage under the conditions established by the County. Medicare eligible retirees will be offered enrollment in a Medicare coordinate plan and must accept and pay for Part B coverage. Medicare eligible retirees will have the choice of the following plans in 2009: a. PHP High and PHP Low Medicare Supplement Plans; or b. Humana Medicare Advantage Plan. The County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the County and retiree splitting any costs over the benchmark 50/50. If a coverage or plan is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

C. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.

D. If the event a retiree wishes to cover his or her spouse, he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.

**Section 3.** Notwithstanding any contrary provision contained in this Article, the obligation of the Employer to pay for and provide retiree health insurance shall



cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

Retirees losing medical coverage from another source shall notify the Financial Services Department in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of said date, all benefits payable by the County shall be reduced by an amount equal to federal benefits pertaining at that time and shall be supplemented to such coverage. In the event the name of any of the Federal coverages/benefits referred to herein shall be changed, this Section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

**Section 4.** Employees who retire during the period of this Agreement, or who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with \$2,000.00 life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the Employer.

**Section 5.** The employees shall contribute 1.4% of their total compensation to MERS.

**Section 6.** The Employer reserves the right to substitute another plan provided prior notice is given to the Union and comparable benefits are obtained.

**Section 7.** To the extent the Employer is determined to be eligible, the Employer will provide as soon as feasible, a MERS "P" Program subject to and contingent upon MERS' authorization. The entire bargaining unit must participate the same percentage contribution. Employees' wages shall be reduced accordingly.

**Section 8.** During the term of the Agreement the ICEA may choose to select standard benefit program improvements offered by MERS with the full differential cost paid by the employee via payroll withholding. If selected, the County will implement, provided sixty (60) days' notice is given before the effective date. Notwithstanding the foregoing, the ICEA agrees to not select any benefit program improvement authorizing regular retirement prior to age fifty-five (55) during the term of this Agreement, nor will the ICEA request to adopt improvements that result in a cumulative employee pension contribution of more than 10% of an employee's salary.

## ARTICLE 24

### DENTAL INSURANCE

**Section 1. Dental Insurance.** The County shall provide Dental Insurance for full-time and part-time employees and their dependents as follows:

	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Class I Benefits	100%	-0-
Cleaning		
X-Ray		
6 Month checkups		
Class II Benefits	75%	25%
Radiographs		
Basic Restoration		
Periodontics		
Endodontics		
Basic fillings		
Class III Benefits	50%	50%
Major Restorative		
Oral Surgery		
Bridges		
Crowns		

Payment under this provision is limited to Eight Hundred Dollars (\$800) maximum per person, per contract year for Class I, Class II and Class III Benefits. Coverage shall be effective at the beginning of the seventh (7th) full month of continuous service after a new employee's date of hire.

**Section 2. Eligibility.** Special part-time, temporary and substitute employees are not eligible for coverage.

**Section 3.** Employees may continue their dental coverage to the extent required by Federal law.

## ARTICLE 25

### SALARIES

**Section 1.** All Attorneys hired on or before April 1, 1991, will maintain their anniversary dates in effect April 1, 1991, unless they are reclassified or promoted. Attorneys hired, reclassified or promoted subsequent to April 1, 1991, will have as their anniversary date their date of hire, reclassification or promotion.

**Section 2.** Anniversary date is the date used to determine length of service within a specific classification. The anniversary date for all employees shall be their date of hire or promotion or reclassification, except as modified under Section 1 of this Article.

**Section 3.** The rates of pay for each classification are based on full-time employment for the positions in that classification. For each classification there shall be entrance, intermediate and maximum salary rates. Said rates are set forth in the salary schedule of this Agreement.

**Section 4.** Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the Prosecuting Attorney, the Human Resources Director may approve initial compensation through step 3 in the salary schedule when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualification specified for the class. Authorization for initial compensation above Step 3 must be obtained from the County Services Committee.

**Section 5. Merit Increases.** The Prosecuting Attorney may request a merit increase for employees within a classification to the County Services Committee. The County Services Committee shall, within the procedures established, and within its sole discretion, rule on the same.

**Section 6.** Date of hire is the date that an employee commences employment in a full or part-time position. The use of "date of hire" is not used for reclassifications or promotion purposes regarding step increases

**Section 7.** Employees shall not be paid at rates in excess of the maximum for their salary grade and classification.

**Section 8.** Anniversary step increases will become effective the start of the payroll period following the anniversary date.

**Section 9.** If an employee is not performing satisfactorily, as determined by the Prosecuting Attorney, the employee and the Human Resources Department shall be informed of this in writing, including the reasons therefore, prior to his/her eligibility for a

step increase. Said increase may then be postponed for up to ninety (90) days to provide the employee an opportunity to improve his/her performance. At the end of that time, the employee shall either receive the salary increase if improvement has been made, or shall be terminated.

However, in lieu of termination after said ninety (90) days, the Prosecuting Attorney may extend the postponement of the step increase for additional increments of ninety (90) days, up to a maximum of one (1) year from the original date of postponement. After each such increment the Prosecuting Attorney may grant the step increase or terminate the employee if improvement has not been made.

**Section 10.** A requirement for advancement within pay ranges and for the purposes of longevity is continuous service, which means regular employment without break or interruption. Leaves of absence with pay and leaves of absence without pay of ten (10) or less days shall not interrupt continuous service. Absences on leave without pay in excess of ten (10) days, shall be deducted in computing total service, but shall not serve to interrupt continuous service.

**Section 11.** Employees who voluntarily or involuntarily terminate their employment, except laid off employees, will not receive salary or any other benefits retroactive if terminating prior to the ratification of this agreement.

**Section 12.** The County shall pay to the Michigan State Bar Association the dues for unit members. This shall include the basic dues only and not section or other additional dues.

**Section 13. Overpayments.** Any overpayment of compensation that is not disputed by the employee shall be repaid through payroll deduction. The Employer and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the Employer may deduct up to five percent (5%) of an employee's gross bi-weekly pay.

## ARTICLE 26

### LIABILITY INSURANCE

**Section 1.** The Employer shall continue to provide Professional Liability Insurance comparable to what it currently has (in effect 1/1/88) contingent upon the insurance company not canceling or modifying same. In the event that the liability insurance is canceled, modified or otherwise discontinued for any reasons by the insurance company, then under such circumstances, the parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution. The Employer will attempt to obtain, under such circumstances, comparable coverage at comparable payment rates.

## ARTICLE 27

### I.R.S. SECTION 125

**Section 1.** The Employer will provide IRS Section 125 document(s), allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

- A. medical hospitalization expenses
- B. dependent care programs
- C. employee payroll deductions for health care premiums

The above requirement is subject to and contingent upon CPA verification that the same is permissible and will not jeopardize County tax deductions and is authorized by the IRS.

## ARTICLE 28

### TAX RATE ON SEPARATE CHECKS

Section 1. The employees' actual individual tax rate will be used on separate paychecks, i.e., longevity, cost of living (when payable), on-call, and sick time buy out.

## ARTICLE 29

### FAMILY AND MEDICAL LEAVE

#### Section 1. Family and Medical Leave.

A. An employee who has been employed by the Employer for twelve (12) consecutive months and who has worked at least 1,250 hours during those months may take a leave of absence for up to a total of twelve (12) weeks during each year for the following reasons:

1. His or her own serious health condition;
2. To care for a child, spouse or parent who has a serious health condition;
3. Birth of a child;
4. The placement of a foster or adoptive child.

A year, for purposes of determining eligibility for family or medical leave, is defined as three hundred and sixty-five (365) calendar days prior to the requested date of commencement of an employee's family or medical leave.

B. The Union and Employer reserve all rights under the Federal Family and Medical Leave Act.



## ARTICLE 30

### ELECTION OF REMEDIES

**Section 1.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the ASSOCIATION and affected employee shall not process the complaint through any grievance procedure provided for in this contract. It is specifically recognized by the parties that Section 1 encompasses and shall apply to Veteran's Preference Hearings, Michigan Department of Civil Rights Complaints, Michigan case and/or statutory remedies, or Court actions litigating the same issues.

**Section 2.** If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to pursue the issue(s) in another forum, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## SALARY SCHEDULE

**Section 1. Effective from July 1, 2009: (+2%) (retroactive for all employees employed as of 4/20/2010).**

Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
45,601	49,748	54,175	59,146	63,608	68,291	75,231	81,984	85,267

**UNIT CHIEF TEMPORARY ASSIGNMENT:**

\$3,750 above current rate (retroactive for all employees employed as of 4/20/2010)

*Example: Step 8 = \$85,267 + \$3,750 = \$89,017*

**DEPUTY CHIEF ASST. PROS. ATTY. - TEMP. ASSN:**

Unit Chief Temporary Assignment (\$3,750) plus \$3,750 above current rate (retroactive for all employees employed as of 4/20/2010)

*Example: Unit Chief = \$89,017 + \$3,750 = \$92,767*

**Section 2. Effective from July 1, 2010: (+1%) (retroactive for all employees employed as of 4/20/2010).**

Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
46,057	50,245	54,717	59,737	64,244	68,974	75,983	82,804	86,120

**UNIT CHIEF TEMPORARY ASSIGNMENT:**

\$3,800 above current rate (retroactive for all employees employed as of 4/20/2010)

*Example: Step 8 = \$86,120 + \$3,800 = \$89,920*

**DEPUTY CHIEF ASST. PROS. ATTY. - TEMP. ASSN:**

Unit Chief Temporary Assignment (\$3,800) plus \$3,800 above current rate (retroactive for all employees employed as of 4/20/2010)

*Example: Unit Chief = \$89,920 + \$3,800 = \$93,720*

**Section 3. Effective from July 1, 2011 - December 31, 2011: (+1/2%)**

Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
(01)	(02)	(03)	(04)	(05)	(06)	(07)	(08)	(09)
46,287	50,496	54,991	60,036	64,565	69,319	76,363	83,218	86,551

UNIT CHIEF TEMPORARY ASSIGNMENT:

\$3,850 above current rate

*Example:* Step 8 = \$86,551 + \$3,850 = \$90,401

DEPUTY CHIEF ASST. PROS. ATTY. - TEMP. ASSN:

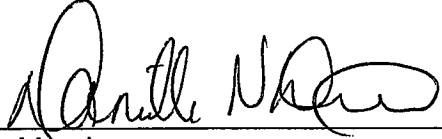
Unit Chief Temporary Assignment (\$3,850) plus \$3,850 above current rate

*Example:* Unit Chief = \$90,401 + \$3,850 = \$94,251


IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**INGHAM COUNTY EMPLOYEES' ASSOCIATION -- ASSISTANT PROSECUTORS' DIVISION**

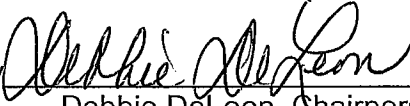
By   
Guy L. Sweet, President

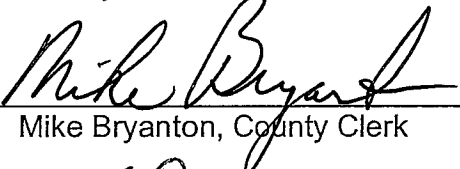
By   
Member

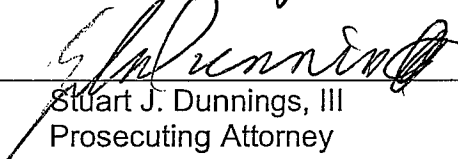
By \_\_\_\_\_  
Member

By   
Jeffrey S. Donahue  
General Counsel

**COUNTY OF INGHAM**

By   
Debbie DeLeon, Chairperson  
County Board of Commissioners

By   
Mike Bryanton, County Clerk

By   
Stuart J. Dunning, III  
Prosecuting Attorney

**LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF INGHAM  
and the  
INGHAM COUNTY EMPLOYEES' ASSOCIATION (Union)  
ASSISTANT PROSECUTING ATTORNEY'S UNIT**

WHEREAS, the parties believe that participation in an EAP program may be beneficial to both the Employers and Union members; and


WHEREAS, the parties are agreeable to the Employers offering an EAP to ICEA bargaining unit members.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:


1. The Employers will offer an EAP to ICEA bargaining unit employees.
2. The Employers reserve the right discontinue participation in this plan in the event the cost exceeds its ability to pay. The Employers also reserve the right change to another EAP providers. In the event the Employers consider that it will not continue to fund an EAP they will provide advance written notice to the Union sufficient to allow the Union the opportunity to address the issue.
3. It is understood by the parties that bargaining unit employees utilizing an EAP shall be entitled to utilize sick leave and other applicable leaves of absence to the extent authorized in the appropriate sections of their collective bargaining agreement.


**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION -- ASSISTANT  
PROSECUTORS' DIVISION**

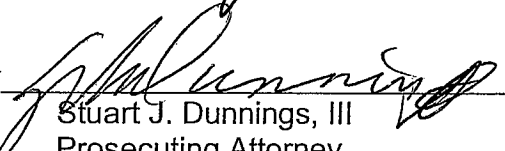
By   
Guy L. Sweet, President

By   
Jeffrey S. Donahue  
General Counsel

**COUNTY OF INGHAM**

By   
Debbie DeLeon, Chairperson  
County Board of Commissioners

By   
Mike Bryant, County Clerk

By   
Stuart J. Dunning, III  
Prosecuting Attorney

## LETTER OF UNDERSTANDING

### Part-Time or Shared-Time Employees Temporarily Assigned to Three Quarter-Time Status

WHEREAS, the COUNTY OF INGHAM (hereinafter referred to as the "Employer"), and the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Assistant Prosecuting Attorneys' Unit; and

WHEREAS, such collective bargaining agreement references temporary assignments in Article 11, Section 2; and

WHEREAS, the parties wish to clarify the benefits applicable to part-time or shared-time employees temporarily assigned to three-quarter time status.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. In the event a part-time or shared-time employee is temporarily assigned by his/her department head through an approved Personnel Action Request to three-quarter time status, either in his/her current position or in a different classification, that he/she be eligible for the following benefits effective from and after the ninety-first (91<sup>st</sup>) consecutive calendar day of working in that three-quarter time assignment:

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time/shared-time and three-quarter time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
- B. Sick Accumulations: The difference between part-time/shared-time and three-quarter time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
- C. Holidays: In the event a holiday falls during the three-quarter time assignment, and an employee has completed ninety (90) consecutive calendar days of a three-quarter time assignment, he/she will receive a total of six (6) hours of holiday pay for each holiday during the three-quarter time assignment dependent upon his/her schedule. For example, part-time/shared-time employees who are regularly

scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the part-time/shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay.

- D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO THREE-QUARTER TIME BENEFITS.
- E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a three-quarter time assignment, he/she will be afforded regular three-quarter time benefits as outlined in Article 5, Section 1.B, commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the three-quarter time assignment, provided he/she provides prior written notice to his/her Department Head and a Personnel Action Request is processed by the Department.


2 The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the three-quarter time assignment. If any holiday pay is due for any holidays that fall during the interim of the three-quarter time assignment, it will be paid in a lump sum payment pursuant to the number of hours scheduled after the completion of the three-quarter time assignment.

3. This Letter of Understanding shall be effective from and after July 1, 2001.

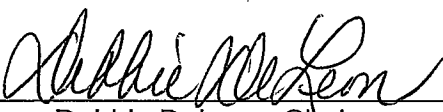
4. This Letter of Understanding shall not serve to modify any other terms or conditions agreed to by the parties in the aforementioned collective bargaining agreement.

**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION -- ASSISTANT  
PROSECUTORS' DIVISION**


By   
Guy L. Sweet, President

By   
Jeffrey S. Donahue  
General Counsel

**COUNTY OF INGHAM**

By   
Debbie DeLeon, Chairperson  
County Board of Commissioners

By   
Mike Bryanton, County Clerk

By   
Stuart J. Dunnings, III  
Prosecuting Attorney

## LETTER OF UNDERSTANDING

### Part-Time, Shared-Time, or Three-Quarter-Time Employees Temporarily Assigned to Full-Time Status

WHEREAS, the COUNTY OF INGHAM (hereinafter referred to as the "Employer"), and the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Assistant Prosecuting Attorneys' Unit; and

WHEREAS, such collective bargaining agreement references temporary assignments in Article 11, Section 2; and

WHEREAS, the parties wish to clarify the benefits applicable to part-time, shared-time or three-quarter time employees temporarily assigned to full-time status.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. In the event a part-time, shared-time or three-quarter time employee is temporarily assigned by his/her department head through an approved Personnel Action Request to full-time status, either in his/her current position or in a different classification, that he/she be eligible for the following benefits effective from and after the ninety-first (91st) consecutive calendar day of working in that full-time assignment:

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time and full-time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.
- B. Sick Accumulations: The difference between part-time and full-time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full time assignment.
- C. Holidays: In the event a holiday falls during the full-time assignment, and an employee has completed ninety (90) consecutive calendar days of a full-time assignment, he/she will receive a total of eight (8) hours of holiday pay for each holiday during the full-time assignment. Shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the shared-time



employee not regularly scheduled for the holiday will be ineligible for any holiday pay. Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.

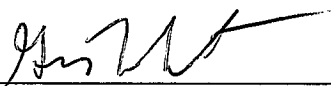
- D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO FULL-TIME BENEFITS.
- E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a full-time assignment, he/she will be afforded regular full time benefits as outlined in Article 5, Section 1.A, commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the full-time assignment, provided he/she provides prior written notice to his/her Department Head and a Personnel Action Request is processed by the Department.


2. The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the full-time assignment. If any holiday pay is due for any holidays that fall during the interim of the full-time assignment, it will be paid in a lump sum payment pursuant to the number of hours scheduled after the completion of the full-time assignment.

3. This Letter of Understanding shall be effective from and after July 1, 2001.

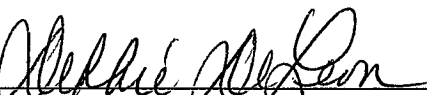
4. This Letter of Understanding shall not serve to modify any other terms or conditions agreed to by the parties in the aforementioned collective bargaining agreement.

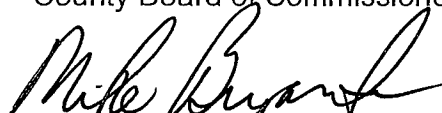
**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION -- ASSISTANT  
PROSECUTORS' DIVISION**


By   
Guy L. Sweet, President

By   
Jeffrey S. Donahue  
General Counsel

**COUNTY OF INGHAM**

By   
Debbie DeLeon, Chairperson  
County Board of Commissioners

By   
Mike Bryant, County Clerk

By   
Stuart J. Dunning, III  
Prosecuting Attorney

**LETTER OF UNDERSTANDING  
BETWEEN  
INGHAM COUNTY (Employer)  
AND  
INGHAM COUNTY EMPLOYEES' ASSOCIATION (Union)  
  
ASSISTANT PROSECUTING ATTORNEY'S DIVISION**

**WHEREAS**, the Employer and the Union have entered a collective bargaining agreement with a term running from July 1, 2009 through December 31, 2011; and

**WHEREAS**, the parties recognize the budget pressure which exists for the 2010 budget year; and

**WHEREAS**, the way the Christmas/New Years' holidays fall on the December 2010 calendar presents a unique opportunity for extended holiday leave for the employee; and

**WHEREAS**, this unique opportunity could result in significant potential budget cost containment for the 2010 budget year; and

**WHEREAS**, the parties are agreeable to amending the collective bargaining agreement to implement the changes.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. Employees in the above bargaining unit will take unpaid furlough days for the three (3) non-holiday work days falling in the workweek beginning on Monday, December 27, 2010, being December 27, 28, and 29, 2010.

2. For those employees who are required by the Employer to work on these listed dates, the three (3) unpaid furlough days shall be taken on other days in 2010, or if this is not possible, during the first quarter of 2011, that are mutually agreed upon by the Employee and Supervisor. If it is the Employee's preference, the Employer shall attempt to reschedule the use of the unpaid furlough days on a consecutive basis and contiguous with other scheduled days off.

3. The employees shall have the unpaid furlough days deducted from the retro check paid to them. The Employer shall deduct 23 hours from full-time Employees, recognizing 1 hour was already deducted in January, 2010 from the full-time Employees. Employees who are not entitled to a retro check or have retro pay due that is less than their prorated furlough day amount will recognize the effect of the above unpaid furlough days on a pro-rata basis spread across the remaining paychecks in 2010 following the execution of this agreement.

4. Part-time and shared time employees (Article 4, Section 2, B and F in the collective bargaining agreement) shall take the unpaid furlough days provided above on a pro-rata basis; and shall have their unpaid time recognized through deductions on a pro-rata basis from their retro check as stated above. A part-time or shared time employee who is not entitled to a retro check or have retro pay due that is less than their prorated furlough day amount will recognize the effect of the above unpaid furlough days on a pro-rata basis spread across the remaining paychecks in 2010 following the execution of this agreement. These proration rates shall be the same rates as recognized within the collective bargaining agreement for vacation accumulations for such employees as found in the contractual Letters of Understanding.


5. The above unpaid furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the furlough days had been worked.

6. Employees who terminate employment during the course of the 2010 fiscal year prior to December 20, 2010, or are otherwise separated from active County employment, will not receive any compensation for participation in the agreed-upon method of recognizing the effect of the unpaid furlough days.

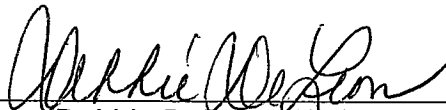
7. It is hereby agreed between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010 through December 31, 2010.

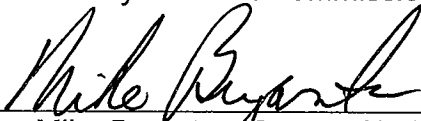
**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION -- ASSISTANT  
PROSECUTORS' DIVISION**

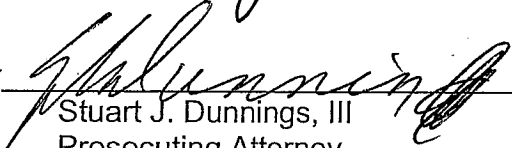
By   
Guy L. Sweet, President

By   
Jeffrey S. Donahue  
General Counsel

**COUNTY OF INGHAM**

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County Board of Commissioners

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Prosecuting Attorney