

Collective Bargaining Agreement
Between
Jackson County Board of Commissioners, Prosecutor
and the
Assistant Prosecutor's Association

January 1, 2010 through December 31, 2011

1. All such attorney's are employed under the provisions of the Michigan Statute to serve at the pleasure of the Prosecuting Attorney (MCL 49.31 through 49.35 inclusive, MSA 5.791 through 5.795 inclusive.)
2. The Employer, either in hiring, promoting, advancing or assigning jobs, or any other terms or conditions of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, height, weight, marital status or unrelated handicap as defined by law.
3. The members of the Assistant Prosecutor's Association will receive the following benefits for the years 2010 through 2011. If the County increases the hospitalization and medical care coverage provided to other collective bargaining units, the Assistant Prosecutor's will receive the increased benefits. The benefits provided are as follows:
 - a. \$30,000 group life insurance.
 - b. Insurance: Medical and Prescription Coverage. Health and prescription provisions will be as follows:

All employees will have a premium share of 10% per month based on the illustrated rates.

Health and prescription options as outlined in the Individualized Benefit Plan (IBP). IBP dollars remain at \$5440 with the ability to purchase Community Blue PPO1, \$10/20/40 prescription option, and basic dental and vision options.

- c. ELIGIBILITY FOR CASH-IN-LIEU OF INSURANCE. Employees hired prior to 1/1/07 and retirees who retired prior to 1/1/07 may currently elect to opt out of the County's health insurance coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare.

However, employees hired on or after 1/1/07 and retirees who retire on or after 1/1/07 may only opt out of such coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare and excluding County health insurance coverage offered to an employee or retiree spouse.

The amount of the cash payment shall be determined by the Board of Commissioners each year.

In order to waive coverage and receive the cash payment, the employee or retiree must meet the following criteria:

- Must certify and provide proof of health insurance coverage through a secondary source as explained above; and
- Must complete the Health Insurance Waiver form.

TERMINATION OF WAIVER. Should insurance coverage through the secondary source described above be terminated for any reason, the employee or retiree is entitled to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program provided notification is made to the County's Human Resources Department within thirty (30) days after coverage was lost. Otherwise, employees and retirees may elect to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program only during an open enrollment period.

Reappointment of an existing Assistant Prosecuting Attorney does not constitute a new hire.

- d. The Assistant Prosecutors will be entitled to Paid Time Off and carry-over provisions as outlined on the attached document.
- e. Mileage as established by the Board of Commissioners.
- f. The holiday schedule for the duration of this agreement shall correspond to those holidays observed by the court employees as follows:

New Years Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November

Day After Thanksgiving
Christmas Eve Day
Christmas Day

4th Friday in November
December 24
December 25

When a paid holiday occurs on Saturday, the preceding Friday will be recognized as the holiday.

- g. Retiree Health Insurance. Effective 1/1/2000 hospital and medical coverage provided by the employer will continue for employees retiring from County service with fifteen (15) or more years of service with Jackson County, excluding service credit attributable to another municipal employer. Employees may purchase coverage for their eligible dependents based upon illustrative rates as determined by the Third Party Administrator on a year-to-year basis. Coverage for employees retiring with less than fifteen (15) years of Jackson County service will be funded by the County as follows:

Fourteen (14) Years	95%
Thirteen (13) Years	90%
Twelve (12) Years	85%
Eleven (11) Years	80%
Ten (10) Years	75%

Employees must have fifteen (15) or more years of service attributable to Jackson County to receive Employer funded spousal coverage. Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits. Employees with fifteen (15) years of service who leave County employment prior to meeting the age requirement but having met the service requirements may defer and, upon meeting the age requirement, will be eligible for health insurance benefits.

Employees who are full-time at the time of ratification and who have four (4) or more years of service as of 12/31/99 will be grand fathered under the 1/95 – 12/97 contract provisions, meaning [retirements with eight (8) or more years of service will be eligible for health care coverage for retiree and spouse] and need not be eligible to immediately begin drawing pension benefits per the above paragraph.

Employees hired on or after 1/1/2010 must attain the following continuous service credit to be eligible for health insurance coverage in retirement. It will be funded by the County as follows:

Twenty-five (25) years	95%
Twenty-four (24) years	90%

Twenty-three (23) years	85%
Twenty-two (22) years	80%
Twenty-one (21) years	75%

Employees with less than twenty-six (26) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits. Employees with twenty-six (26) years of service who leave County employment prior to meeting the age requirement but having met the service requirements may defer and, upon meeting the age requirement, will be eligible for health insurance benefits.

Employees hired on or after January 1, 2010 are eligible to convert to the Retirement Health Savings Account Program, upon its establishment, at the Employer's expense. If an employee converts to the Retirement Health Savings Account Program, any contributions made by the Employee or Employer, beginning from the date of hire, will be transferred into the Employee's Health Savings Account at no additional expense to the Employee.

Retiree spousal coverage for health insurance will not be available for employees hired after 1/1/07.

For all retirees that retire on or after 1/1/07, retiree health insurance benefits (medical and prescription) will be the same as for active employees.

- h. Any other benefits concerning meetings or other items of expense shall be determined by the Prosecuting Attorney and paid for out of the Prosecutor's budget.

4. Wages.

<u>2010</u>	0% increase
<u>2011</u>	0% increase

The 10 and 15 year steps will remain intact at the same rate specified in the previous contract.

- 5. Pager. Assistant Prosecutor's required by the Prosecutor to carry a pager and/or cellular/digital phone after scheduled workday will be paid one hour at time and one-half per day. Only one Assistant Prosecutor and the "Drug Enforcement Prosecutor" shall receive the "on call" pay each day.

6. “On Call” Duty – Saturday/Sunday. An Assistant Prosecutor required to be in the office for “on call” duty on a day not regularly scheduled as a work day (Saturday or Sunday) shall be allowed to flex that time the following week.
7. Pension. All current and future employees covered by this agreement will make a one time only, irrevocable election of a pension multiplier at 2.0%, 2.25% or 2.5% with the increased cost to be borne by the employees but at a rate not to exceed 2.5%, 5.33%, or 7.85% respectively. Elections and cost identical to those offered to non-bargained for employees.

Employees hired prior to January 1, 2007 may retire at age 60 with 8 years of service.

Employees hired on or after January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of 10 or more years of service. In addition, employees hired on or after January 1, 2007 will be eligible to begin drawing benefits at age 55 after completion of 25 years of service or at any age after completion of 30 or more years of service, during window periods still to be determined.

Window Periods:

2010, 2011: For pre-2007 hires window period for May/June and November/December to allow for retirement at age 55 with 10 years of service or any age with 25 years of service. The last day worked must be within the window period.

Defined Contribution Plan: Employees hired on or after 1/1/08 will participate in the Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.

DEFERRED RETIREMENT OPTION PLAN (DROP).

Employees eligible for retirement based on age and/or years of service may elect to participate in the DROP per Retirement System By-Laws. Employees enrolling in the DROP on or after 1/1/2010 will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.

PURCHASE OF UNIVERSAL CREDITED SERVICE. Employees will be provided the opportunity to purchase up to a maximum of four (4) years of Universal Credited Service at no cost to the County. The cost is determined by the employee’s multiplier election: 2.0% = 11.0%; 2.25% = 12.4%; 2.5% = 13.8%. Purchase calculated on the employee’s annual base salary at the time payments commence. Payment may be made as a lump sum cash payment, transfer from another qualified plan, or by pre-tax payroll deduction for a period not to exceed three (3) years with service credited upon receipt of

payment in full. If an employee in the process of purchasing service credit terminates for any reason the employee is entitled to a refund of those contributions.

8. All lateral and categorical promotions during the existence of said contract will be made at the discretion of the Prosecuting Attorney.
9. The dates referred to as Hire Rate and Years of Service begin from the date of appointment of the individual to the position of Assistant Prosecutor or Assistant Prosecuting Attorney IV, respectively. An Assistant Prosecuting Attorney IV shall progress to the salary level that is closest to his or her present salary level, but which does not result in a lesser salary. Employees may only be placed at the 10 or 15 year step on the wage scale based on actual number of years of service with the County.
10. Each employee shall be entitled to ten (10) days of job related continuing legal education per year requested to and approved by the Prosecutor. Education may be conducted in or out of State and each APA will have \$1,000 per year plus travel expenses.
11. The State of Michigan Bar dues for all Assistant Prosecutors and Chief Appellate and Trial Divisions will be a minimum of \$75.00/Assistant Prosecutor per year. It is further agreed that a new hire must pay his/her own State Bar dues and that his/her money will be reimbursed by Jackson County after one (1) year of service.
12. Upon the effective date of this contract, January 1, 2010, all attorneys presently serving in the Office of the Prosecuting Attorney will be paid at the salary level established by contract for the position they now hold, with full credit for previous time served in their respective positions, subject to the provisions of Paragraph 8.
13. All employees will be required to utilize direct deposit for payment of wages.
14. Longevity payment in the amount of four percent (4%) of base salary on each anniversary date after completion of the fifth (5th) year step in the salary schedule may be granted at the discretion of the Prosecutor.

Employees hired after January 1, 2004 will not be eligible for a longevity payment.

15. The Employer and the Association agree to adhere to the provisions of and any amendments to the Americans with Disabilities Act and Family Medical Leave Act.

16. All provisions of this contract will be in effect for the years 2010 and 2011. All provisions of this agreement shall remain in effect until settlement is reached provided that either party may terminate this agreement during the period of negotiations by giving 30 day notice of termination.

Exclusion: Excluded from the recognized group are the Prosecutor and Chief Assistant Prosecutor.

ASSISTANT PROSECUTOR'S ASSOCIATION

PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off employees must have seniority status.
2. Rate of Accumulation. Employees hired prior to January 1, 2007 shall earn and be credited annually with paid time off on their anniversary date on the following schedule.

<u>Completion Of:</u>	<u>Paid Time Off Days</u>	<u>Carry Over</u>
1 to 6 Years of Service	23	15
7 to 11 Years of Service	27	20
12 to 15 Years of Service	31	25
16 or More Years of Service	35	30

Employees hired on or after 1/1/07 shall earn and be credited annually with paid time off on their anniversary date on the following schedule:

<u>Completion Of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
1 to 6 Years of Service	15	5
7 to 11 Years of Service	20	10
12 to 15 Years of Service	25	15
16 or More Years of Service	30	20

There will be no payoff of paid time off to any employee separating with less than one (1) year of service with the County.

There will be no accrual of paid time off while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), or unpaid time.

3. Accumulation of Paid Time Off. Paid time off must be utilized within one (1) year after the employee's anniversary date, except that a maximum number of days may be carried over to the next year on any anniversary date as reflected in Section 2.
4. Request for Paid Time Off in Excess of Eight Hours. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority.

5. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one-half (1/2) hour and in half hour (1/2) integrals thereafter. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. The Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority. If time off is not granted, the employee may appeal to the County Administrator and Human Resources Director or, in the event of a Court employee, to the Chief Judge.

6. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.

Medical documentation or a note from a doctor may be required. Utilization is per contract for banked sick leave.

7. Rate of Pay. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.

8. Paid Time Off/Part-Time Employees. Part-time employees shall be entitled to prorated paid time off based upon the full-time equivalent hours approved for the position, e.g., a ¾ time (75%) position would be credited with six (6) hours of paid time off.

9. Paid Time Off on a Holiday. Paid time off shall not be utilized on Holidays.

10. Request for Payment in Lieu of Paid Time Off. Employees may request in writing to their Department Head, payment in lieu of taking paid time off. The Personnel and Finance Committee may grant the request or direct the employee to take paid time off. If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

11. No Advance Credit. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.

12. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.

IN WITNESS WHEREOF, the parties hereto caused this instrument to be executed on this 19th day of October, 2010.

JACKSON COUNTY ASSISTANT
PROSECUTOR'S ASSOCIATION:

JACKSON COUNTY:

Chair, Board of Commissioners

Chair, Personnel & Finance

PROSECUTOR:

Henry Zavislak
Prosecuting Attorney

**DISTRICT COURT PROBATION AGENTS' ASSOCIATION
2010 - 2011**

Employees Hired Prior to 1/1/05:

Hire Rate	3 Years	5 Years	Sr. Agent	10 Years	15 Years
\$ 21.72	\$ 23.38	\$ 24.62	\$ 25.22	\$ 25.60	\$ 25.98
\$ 45,173	\$ 48,632	\$ 51,206	\$ 52,451	\$ 53,257	\$ 54,042

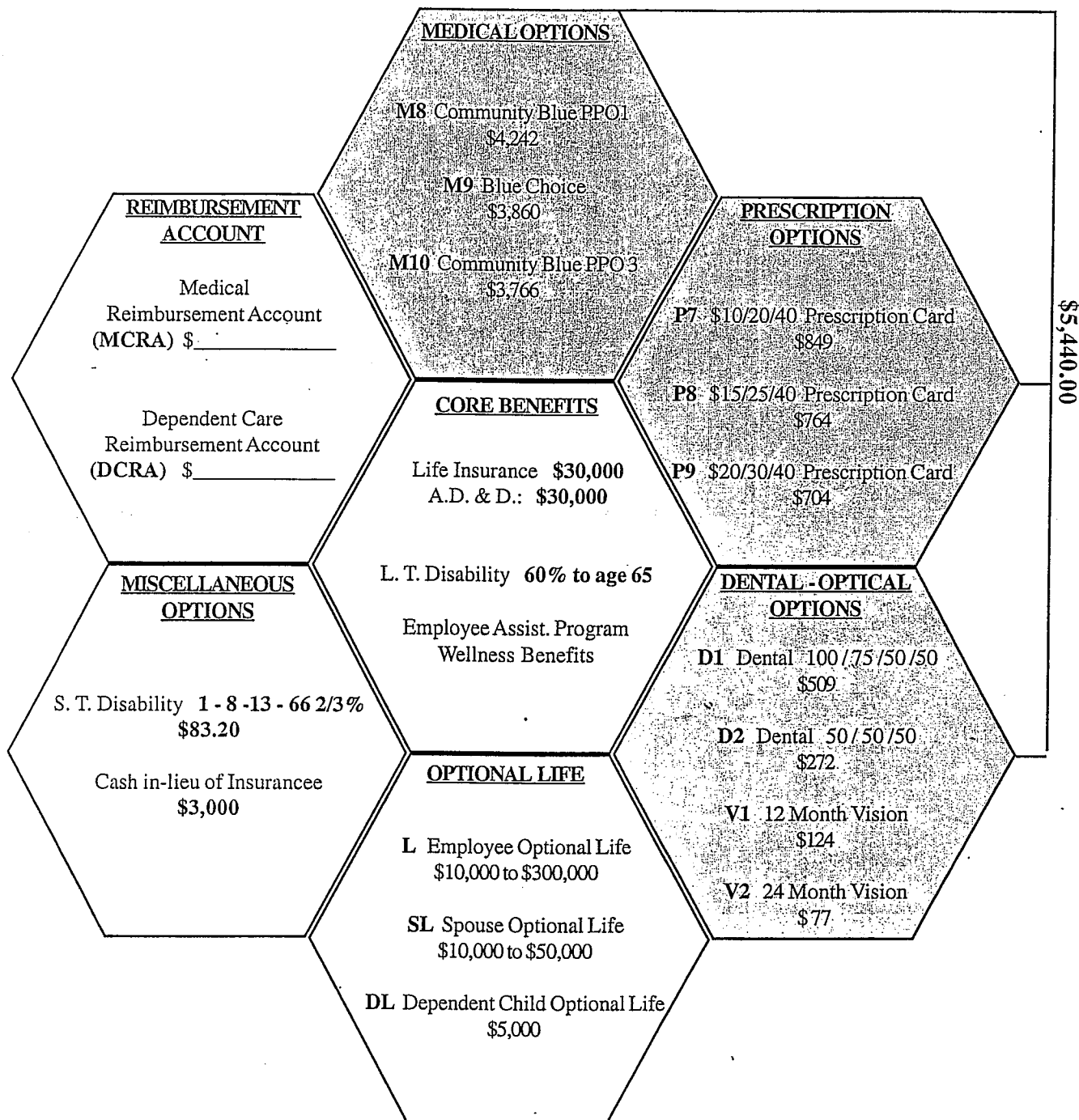
Employees Hired on or after 1/1/05:

Hire Rate	3 Years	5 Years	10 Years	15 Years
\$ 21.72	\$ 23.38	\$ 24.62	\$ 24.99	\$ 25.36
\$ 45,173	\$ 48,632	\$ 51,206	\$ 51,974	\$ 52,754

Individualized Benefit Plan

IBP DOLLARS ALLOWABLE - \$5,440

NOTE: If Opting Out of Medical Benefits, \$3,000 IBP Dollars Are Available For Additional Benefits or Cash



Planning for Tomorrow