

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
JACKSON COUNTY BOARD OF COMMISSIONERS, COURTS
AND
ATTORNEY REFEREE/MAGISTRATE'S ASSOCIATION
OF
JACKSON COUNTY

This agreement made and entered into as of this 15th day of June, 2010 by and between the County of Jackson and the Courts of the County of Jackson and (hereinafter "Employer") its employees recognized hereunder as the Attorney Referee/Magistrate's Association of Jackson County (hereinafter "Association").

A. PURPOSE

1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Association.
2. The parties recognize that the success of the Employer depends upon the Employer's ability to establish a proper service for the community, with due regard for the interests of the citizens for the community and personnel of the Employer.
3. To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
4. Members of the Association are considered at will employees and serve at the pleasure of their respective Chief Judge: the Attorney/Magistrate's Chief Judge is the District Court Chief Judge; the Attorney/Referee – Juvenile Court's Chief Judge is the presiding Judge of the Family Division; and the Friend of the Court Attorney/Domestic Relations Referee's immediate supervisor is the Jackson County Friend of the Court or designee, and their Chief Judge is the Chief Judge of the 4th Judicial Circuit.
5. To establish a mutually acceptable contractual agreement between the Employer and members of the Association.

B. DEFINITIONS

1. Employer. For the purpose of this Agreement, the word "Employer" means the County of Jackson and the Courts of the County of Jackson, namely the 4th Judicial Circuit and the 12th District Court, and incorporates the language of A(4) above.

2. Employees. For the purpose of this Agreement, the word “Employee” means all employees of the Association unless excluded in the Recognition clause of this Agreement.
 - a. Full-Time Employees. Employees who are regularly scheduled to work 80 hours per 80 hour pay period, unless otherwise specified in individual letters of agreement or memoranda with the Employer.
 - b. Part-Time Employees. Employees who are regularly scheduled to work not less than 40 but no more than 60 hours per 80 hour pay period unless otherwise specified in individual letters of agreement or memoranda of understanding with the Employer.
3. Immediate Family. For the purpose of this Agreement, Immediate Family means the employee’s spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parent-in-law, and any other person for whose financial and physical care the employee is primarily responsible.

For the purpose of Bereavement Leave only, son-in-law and daughter-in-law are added to the definition of Immediate Family.

4. Attorney/Magistrate. The Association adopts the Employer’s job description that is on file in the Human Resources Office at the time of the ratification of the contract.
5. Attorney/Referee-Juvenile Court. The Association adopts the Employer’s job description that is on file in the Human Resources Office at the time of the ratification of the contract.
6. Attorney/Domestic Relations Referee. The Association adopts the Employer’s job description that is on file in the Human Resources Office at the time of the ratification of the contract.
7. Association. The Attorney Referee/Magistrate’s Association of Jackson County, Michigan.
8. Supervisor. Supervisor means the Jackson County Friend of the Court or a designee for the members of the Association that work in that respective office.

C. RECOGNITION

The Employer, a public Employer under the Public Employment Relations Act, being 1947 P.A. 336 (herein “PERA”), hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to

rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all employees working as Attorney/Referee-Juvenile Court, Attorney/Domestic Relations Referee, and Attorney/Magistrate for Jackson County, but excluding however the following:

All other employees of the County of Jackson/Jackson County Courts and designated above as represented.

D. ASSOCIATION REPRESENTATION

1. Good Faith. The Employer, either in hiring, promoting, advancing or assigning jobs, or any other terms or conditions of employment, agrees to comply in good faith with all state and federal laws, including but not limited to the following provisions: not to discriminate against any employee because of religion, race, color, national origin, age, height, weight, marital status or unrelated handicap/disability as defined by law.
2. Bargaining Committee. Employees belonging to the Association shall be represented by a bargaining committee of not more than three (3) members representing the Attorney/Magistrate, Attorney/Referee-Juvenile Court and Attorney/Domestic Relations Referee positions. The Employer agrees to pay bargaining committee members for the time lost from regular work during collective bargaining sessions. Meetings shall be held at mutually agreed upon times. Reasonable arrangements will be made to all bargaining committee members to attend collective bargaining sessions during their regular work hours. Bargaining committee members shall notify their respective supervisor or Chief Judge when they intend to be absent in order to attend collective bargaining sessions.
3. Special Meetings. Special meetings of urgent or compelling nature, concerning health and safety or other items in which time is important to both parties, may be called by either party in which event the parties shall endeavor to meet within seven (7) calendar days time after such a request is made. The party calling for the special meeting shall submit an agenda three (3) days in advance of the meeting and failure to do so shall result in the cancellation of the special meeting. Employees will be paid for time lost from regular working hours at such meetings.

E. BENEFITS

1. Bereavement Leave. Full-time employees shall be granted up to three (3) days of paid bereavement leave, not to exceed more than one (1) day beyond the day of the bereavement service, in the event of a death in the immediate family. Paid time off may be utilized to extend the bereavement leave period upon notification of and authorization by the Employer.

Employees shall be granted one (1) day bereavement leave in the event of the death of an Employee's brother-in-law or sister-in-law.

One day of paid time off may be utilized to attend the bereavement service of persons not referenced above.

2. Insurance. The members of the Association shall receive the following benefits for the years 2010-2011. If the Employer increases the medical and prescription care coverage provided to other collective bargaining units or non-union employees, the Association will also receive the increased benefits. The benefits provided are as follows:

- a. \$30,000 group life insurance.
- b. Health Insurance

Health and prescription provisions will be as follows:

Effective 1/1/10 through 12/31/2011:

Pre-2000 Hires (Employees hired prior to 1/1/01). Employees will have a premium share of 7.0% per month based on the illustrated rates.

Post 2000 Hires (Employees hired on or after 1/1/01). Employees will have a premium share of 10.0% per month based on the illustrated rates.

Health and prescription options as outlined in the Individualized Benefit Plan (IBP) (see attachment A). 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.

3. Retiree Health Insurance. Medical and prescription coverage provided by the Employer will continue for employees retiring from County service with fifteen (15) years of service with the Employer, 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 Employer 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 the Employer 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 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.

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

Upon retirement all employees hired before 12/31/00 will have their premium co-pay capped at 3.0% of the illustrated rates paid monthly during retirement.

For all employees hired on or after 1/1/2010 retiree health insurance benefits (medical and prescription) will be the same as for active employees.

4. Paid Time Off.

- a. Rate of Accumulation. Employees hired prior to 1/1/07 shall earn and be credited annually with paid time off on their anniversary date according to 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 based on the following schedule:

<u>Completion Of:</u>	<u>Paid Time Off</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 Employer.

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), workers' compensation or unpaid time off.

- b. 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 4(a) above.
- c. 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 employee's supervisor or respective Chief Judge shall attempt to accommodate the request with regard being given to operating requirements and seniority.
- d. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one-half (1/2) hour. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off.
- e. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor or respective Chief Judge. Medical documentation or a note from a doctor may be required when utilizing unscheduled paid time off.
- f. 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.
- g. 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.
- h. Paid Time Off on a Holiday. Paid time off shall not be utilized on holidays.
- i. No Advance Credit. Paid time off 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.
- j. 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. There will be no payoff of accrued paid time off to any employee separating with less than one year of service with the Employer.

- k. Donated Paid Time Off. Shall be in accordance with the Employer's Leave Time Subsidy Policy.
- 5. Jury Duty. An Association member serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received less mileage. The employee shall return to work daily when released from any jury duty.
- 6. Witness in Court. An association member requested or subpoenaed to appear in court as a witness on a work related matter shall be covered by the same provisions that apply to jury duty.
- 7. Military Leave. Shall be in accordance with current Jackson County procedures.
- 8. Holidays. The holiday schedule for the duration of this Agreement shall be 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
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

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

- 9. Expenses. Association members will be entitled to travel expenses and mileage as established by the Board of Commissioners.
- 10. Pension. All 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%, 6.02%, or 9.45% respectively. Elections and cost identical to those offered to non-bargained for employees.

Employees hired prior to January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of eight (8) or more years of service.

Employees hired on or after January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of ten (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 twenty-five (25) years of service or at any age after completion of thirty (30) or more years of service, during window periods still to be determined.

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.

11. 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%.
12. 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 Employer. The cost is determined by the employee's multiplier election: 2.0% = 11.0%; 2.25% = 12.4%; and 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 or 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.
13. Continuing Education. Employees may request to attend continued education. Approval of such request to be made by each member's respective Chief Judge or supervisor. Reimbursement for continuing education shall be according to current policies in effect.
14. Memberships. All State of Michigan Bar dues and section fees, and Magistrate/Referee Association of Michigan dues will be paid by the Employer. 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.

F. WORK HOURS

1. A normal work schedule shall be forty (40) hours per week to be worked any weekdays.

G. WAGES

Wages as per Addendum A.

2010: 0% increase
2011: 0% increase

All present and future ARMA members will be classified as a grade level 18.

ARMA members hired on or after January 1, 2007 will advance through the County's pay schedule based on their actual years of service with the County. Exceptions to entry at other than the new hire level will require County approval of the Department's request to deviate.

H. GRIEVANCE PROCEDURE

1. INTENT. It is the intent of the parties to this agreement that the procedure set forth in this document shall serve as a means to peaceful settlement of disputes that may arise between the Employer and the members of this Association as to the application, interpretation or compliance with the provisions of this agreement pertaining to wages, benefits and other conditions of employment. Both parties will make a diligent effort to settle all disputes, following the steps of the grievance procedure.
2. PROCEDURE. At any step in the procedures outlined below, the grievant shall have the right to have the Chair of the Association present.

- a. Step 1. The grievant shall first present the issue orally to his/her supervisor or Court Administrator within 10 business days of learning/discovering the issue.

If the issue is not resolved satisfactorily at Step 1, the grievant shall proceed to Step 2.

- b. Step 2. The grievant shall in writing, identify the issue, and the section of the contract that pertains to the issue, and the remedy sought by the grievant. The Association member's respective supervisor or Chief Judge shall then respond in writing to the written grievance within ten (10) business days.

If the issue is not resolved satisfactorily at Step 2, the grievant shall proceed to Step 3.

- c. Step 3. If the grievance is not resolved at Step 2, the Association member may then submit a signed written appeal to the appropriate Chief Judge with a copy to the Human Resources Director within ten (10) business days from the date of the written response from the members' respective supervisor or Court Administrator. The Chief Judge and/or his/her designee shall respond to the appeal by conducting a hearing within seven (7) business days of the receipt of the appeal. The Human Resources Director shall be a party to the hearing. The results of Step 3 shall be reduced to writing by the Chief Judge or his/her designee.

Step 3 concludes the negotiation between the employee and the Employer.

I. DURATION

This Agreement shall be effective January 1, 2010 and shall remain in effect until December 31, 2011.

IN WITNESS WHEREOF, the parties hereto caused this instrument to be executed on this 15th day of June, 2010.

ATTORNEY/REFEREE/
MAGISTRATES ASSOCIATION
OF JACKSON COUNTY
MICHIGAN

JACKSON COUNTY:

Chair, Board of Commissioners

Chair, Personnel & Finance

R. Darryl Mazur, Chief District Judge

John McBain, Chief Circuit Judge

**ASSISTANT PROSECUTORS ASSOCIATION
2010 - 2011**

APA 1	Hire Rate	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years
	\$ 22.36	\$ 23.06	\$ 24.65	\$ 27.52	\$ 29.66	\$ 31.95	\$ 32.43	\$ 32.92
	\$ 46,510.03	\$ 47,974.08	\$ 51,262.88	\$ 57,246.38	\$ 61,702.18	\$ 66,455.03	\$ 67,452.28	\$ 68,470.74

APA 2	Hire Rate	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years
	\$ 23.71	\$ 24.51	\$ 26.12	\$ 29.16	\$ 31.45	\$ 33.87	\$ 34.38	\$ 34.90
	\$ 49,310.82	\$ 50,987.05	\$ 54,339.50	\$ 60,662.49	\$ 65,415.34	\$ 70,444.03	\$ 71,504.93	\$ 72,587.05

APA 3	Hire Rate	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years
	\$ 25.13	\$ 25.98	\$ 27.70	\$ 30.65	\$ 33.34	\$ 35.90	\$ 36.44	\$ 36.99
	\$ 52,260.13	\$ 54,042.45	\$ 57,607.09	\$ 63,760.33	\$ 69,340.69	\$ 74,666.42	\$ 75,790.98	\$ 76,936.76

APA 4	Hire Rate	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years
	\$ 30.44	\$ 32.71	\$ 34.99	\$ 37.28	\$ 39.56	\$ 40.15	\$ 40.75
	\$ 63,314.75	\$ 68,046.38	\$ 72,778.01	\$ 77,552.08	\$ 82,283.71	\$ 83,514.36	\$ 84,766.23