

12/31/96

# AGREEMENT

Between

CALHOUN COUNTY BOARD OF COMMISSIONERS  
AND THE CALHOUN COUNTY PROSECUTING ATTORNEY

And

CALHOUN COUNTY  
ASSISTANT PROSECUTING ATTORNEY'S ASSOCIATION

*Calhoun County*

Effective January 1, 1994 - December 31, 1996

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## A G R E E M E N T

**THIS AGREEMENT**, executed this 16th day of December, 1993, by and between the CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Board" and the PROSECUTING ATTORNEY OF CALHOUN COUNTY, hereinafter referred to as the "Prosecutor", and jointly referred to as the "Employer," and the CALHOUN COUNTY ASSISTANT PROSECUTING ATTORNEYS' ASSOCIATION, hereinafter referred to as the "Association".

### RECOGNITION

**Section 1.0. Collective bargaining Unit.** The Employer recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit:

All full time Assistant Prosecuting Attorneys employed by the prosecuting Attorney for Calhoun county and Calhoun County Board of Commissioners, BUT EXCLUDING, the chief Assistant Prosecuting Attorney, supervisors, and all other employees.

**Section 1.1 Definition of Employer.** The terms "Employer" or "Prosecutor" whenever used in this Agreement shall mean jointly the Calhoun County Board of and the Calhoun County Prosecuting Attorney. All of the parties to this Agreement agree that the use of either the term "Prosecutor" or "Employer" is for the sole purpose of defining rights and responsibilities under this Agreement and the use of such terms shall not be binding upon the parties hereto for other purposes. It is expressly declared by the parties that participation in the negotiation and execution of this Agreement neither diminishes nor enlarges the legal responsibilities, rights, and authority of Commissioners with respect to their separate and distinct obligations, rights, responsibilities, and authority as they exist under law. Nothing in this Agreement shall be taken or construed as dilution of the powers conferred by law on either the Calhoun County Board of Commissioners or the Calhoun County Prosecutor.

**Section 1.2. Law School Graduates.** It is recognized that the Prosecutor employs individuals as Assistant Prosecutors who are graduates of approved Law Schools while they are awaiting admission to the State Bar of Michigan. The Association agrees that the Prosecutor shall have the right to continue to employ and utilize such individuals as determined by the Prosecutor. The Association further agrees that such individuals are not included within the recognition granted the Association and shall not be covered by the terms of this Agreement until such time as such individual are admitted to the State Bar of Michigan.

**Section 1.3. Other Agreements.** The Employer agrees that, during the life of this Agreement, it will not recognize any labor organization other than the Association as the collective bargaining agent for the employees occupying, or who may during





the life of this Agreement occupy, any of the job classifications set forth in Section 1.0.

### REPRESENTATION

**Section 2.0. Collective Bargaining Committee.** The Employer hereby recognizes a bargaining committee composed of four (4) persons consisting of three (3) Association members who have been regular full time employees for at least one (1) year and one (1) non-employee member. Bargaining may proceed without the non-employee member if the Association wishes. 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 Association and the Employer may bring additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon.

**Section 2.1. Association Grievance Representatives.**

(a) The employer hereby agrees to recognize the Association's President and, as an alternate for the President, the Association's Vice-President, each of whom shall have at least one (1) year's seniority, to act as grievance representatives under this Agreement. The Vice-President may exercise the functions of the President under this Agreement only if the President is absent. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievance for employees covered by this Agreement.

(b) The Association agrees that the President and Vice-President will continue to perform their regularly assigned duties and that their responsibilities as Association representatives will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with the normal functions of the Prosecutor's Office. If it is necessary for the President or Vice-President to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor. In the event it is necessary for either representative to remain on his job after a request to handle a grievance is made, he shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

(c) The President and Vice-President shall be expected to record all time spent performing their functions under this Agreement on a form designated by the Prosecutor and shall report to their immediate supervisor upon return to their regularly assigned duties.

**Section 2.2. Identification of Association Representatives.** The Association will furnish the Prosecutor in writing the names of its President and all officials of the Association responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the employer may at all times be



advised as to the authority of individual representative of the Association with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

### ASSOCIATION SECURITY

**Section 3.0. Voluntary Membership.** Membership in the Association is not a condition of employment at the Prosecutor's Office. The employees covered by this Agreement have the right to join, not join, maintain, or resign their membership in the Association. No employee shall be required to join the Association or maintain membership in the Association or pay money to the Association in order to have the right to work at the Prosecutor's Office. Both parties to this Agreement recognize, however, that the Association is required under this Agreement to represent all employees included within the bargaining unit without regard to whether or not the employee is a member of the Association.

### MANAGEMENT RIGHTS

#### **Section 4.0. Management Rights.**

(a) The Employer retains and shall have the sole and exclusive right to manage the Prosecutor's Office in all of its operations and activities and its judgment in this respect shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by law and statute, along with the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish or abolish classifications of work and the number of personnel required; to direct and control operations; and to discontinue, combine, or reorganize any part or all of its operation; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; to assign, transfer, and implement affirmative action programs and merit systems governing the selection and promotion of employees; to establish reasonable rules and regulations governing the conduct of its employees, including the regulation of political activities, and to fix and determine penalties for the violation of such rules; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the grievance or Arbitration Procedures established in the Agreement.

(b) The Employer shall also have the right to promote, layoff, and recall personnel; to make judgement as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided; however, that these rights shall not be exercised in violation of any specific provision of this Agreement



and, as such, they shall be subject to the grievance Procedure established in this Agreement.

(c) The Association hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

#### NO STRIKE-NO LOCKOUT

**Section 5.0. No Strike Pledge.** During the term of this Agreement, the Association agrees that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out slow-down, sit-in, sympathy strike, or stay-in; nor shall there be any concerted failure by them to report for duty; not shall, they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Association shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in, any picketing of the Employer's buildings, offices, or premises because of a labor dispute with the Employer.

**Section 5.1. Penalty.** Any employee who violates the provisions of Section 5.0 shall be subject to discipline by the Prosecutor, up to and including discharge.

**Section 5.2. No Lockout.** During the life of this Agreement, the Employer in consideration for the promise on behalf of the Association and the employees it represents to refrain from the conduct prohibited by Section 5.0, agrees not to lockout any employees covered by this agreement.

#### GRIEVANCE PROCEDURES

**Section 6.0. Definition of Grievance.** A grievance, for purposes of this Agreement, shall be defined as a complaint by an employee concerning the application of the specific provisions of this Agreement as written.

**Section 6.1. Grievance Procedure.** All grievances shall be processed in the following manner:

(a) Step 1:

An employee who believes that he has a grievance shall discuss the matter with the Chief Assistant Prosecutor within five (5) calendar days following the events which caused the grievance. If requested by the employee, the Association President may be present. The Chief Assistant Prosecuting Attorney shall inform the employee of his decision in the matter in writing within three (3) calendar days following the discussion between himself and the employee.



(b) Step 2:

If the grievance is not settled at Step 1, it shall be reduced to writing and submitted by the Association President to the Prosecutor and the County Administrator within five (5) calendar days following the Chief Assistant Prosecutor's answer in Step 1. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or the Association with respect to those provisions, indicate the relief requested, and be signed by the Association President and the affected employee(s). The Prosecutor, the County Administrator, and the Association President shall meet to discuss the grievance within fourteen (14) calendar days following receipt by the Prosecutor and the County Administrator of the grievance. The Employer shall return its written answer on the grievance to the Association President within ten (10) calendar days following the meeting.

**Section 6.2. Individual Employee Adjustment.** The Grievance Procedure as established in the Agreement shall not be construed to prevent any individual employee from processing a grievance and having the grievance adjusted without the intervention of the Association or any of its employees representatives or non-employee representatives. An individual employee may withdraw for further consideration a grievance at any Step of the Grievance Procedure as established in this Agreement.

**Section 6.3. Time Limitations.** The time limits established in the grievance Procedure shall be followed by the parties. If the Association fails to present a grievance in time or to advance to the next Step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and period of the extension is specified.

**Section 6.4. Grievance Resolution.** All grievances which are satisfactorily resolved at Step 1 or Step 2 of the grievance Procedure, if the grievance has economic implications, must be approved in writing by the Board of Commissioners within 30 days after being notified of the Step 1 or Step 2 settlement before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the Board of Commissioners under this Section. If the resolution of a grievance is not approved, the Association shall have fifteen (15) days following receipt by the Association's President of notice of the County Board of Commissioner's action to resubmit the grievance to the next higher step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn.

**Section 6.5. Time Computation.** In computing days under the Grievance Procedure, Saturday, Sunday, and holidays recognized under this Agreement shall be excluded.





**Section 6.6 Grievance Form.** The grievance form shall be mutually agreed upon by the Employer and the Association.

### ARBITRATION

**Section 7.0. Arbitration Request.** In the event that a grievance involving the application, interpretation, or enforcement of the provisions of this Agreement shall not have been satisfactorily adjusted during the two (2) steps of the grievance Procedure, the Association may submit the grievance to arbitration by giving written notice to the Prosecutor and the County Administrator within ten (10) working days after the last answer by the Employer in step 2 of the Grievance Procedure. If the Employer fails to answer the grievance within the time limits set forth in Step 2 or fails to hold a meeting to discuss the grievance within the time limits established in Step 2, the Association, if it desires to seek arbitration, must give written notice to the Employer or its designated representative no later than ten (10) working days following the date the Employer's Step 2 answer would otherwise have been due. By mutual agreement, this time limit may be extended by the parties involved in writing, provided the length of the extension period is specified. If arbitration is not sought within the ten (10) day period specified in this Section, the matter shall be considered settled on the basis of the Employer's last disposition.

**Section 7.1. Selection of Arbitrator.** If a timely request for arbitration is filed by the Association, the parties to this Agreement shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Either party to this Agreement may reject the first (1st) list submitted by the Federal Mediation and Conciliation Service, provided the party which does so must immediately request a new list. The remaining name shall serve as arbitrator, whose fees and expenses shall be shared equally by the Employer and the Association. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.

**Section 7.2 Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, to change or set a wage rate, or to pass upon the propriety of discipline administered to employees covered by this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Association, the Employer, and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

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## SENIORITY

**Section 8.0 Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous service with the Prosecutor's Office within the bargaining unit set forth in Section 1.0 of this Agreement since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he commenced work. The applications of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

**Section 8.1. Loss of Seniority.** an employee's seniority and his employment relationship with the Prosecutor shall automatically terminate for any of the following reasons:

- (a) If he quits, retires, or receives a pension, including a disability pension;
- (b) If he is terminated or discharged;
- (c) If he fails to notify the Employer for any three (3) consecutive working days that he will not be reporting for work, unless an excuse acceptable to the Prosecutor is presented;
- (d) If he is absent for any three (3) consecutive working days, unless an excuse acceptable to the Prosecutor is presented;
- (e) If he fails to return on the required date following an approved leave of absence, vacation, or a disciplinary layoff, unless an excuse acceptable to the Prosecutor is presented,
- (f) If he has been on layoff status for a period of one (1) year or the length of his seniority, whichever is less;
- (g) If he fails to report for work within one (1) week following notification of recall by certified mail, return receipt requested, sent to his last known address;
- (h) If he fails to inform the Prosecutor within three (3) working days following receipt of notification of recall that he intends to return to work for the Prosecutor;
- (i) If he makes an intentionally false and material statement on his employment application or on an application for leave of absence;
- (j) If he has been on leave of absence, including a sick or Workers Compensation leave, for a period of six (6) months or for a period equal to the length of his seniority at the time such leave commenced, whichever is less;
- (k) If the Prosecutor's operations are permanently discontinued.

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**Section 8.2. Transfer to Non-Bargaining Unit Position.** If an employee covered by this Agreement is permanently transferred or promoted to a non-bargaining unit position within the Prosecutor's Office, he shall retain his seniority as of the date of the transfer or promotion but he shall no longer accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the non bargaining unit position. The Employer reserves the right to determine all conditions of employment for non bargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his retained seniority shall be re-instated upon the date of his return and he shall thereafter begin to accumulate seniority again.

**Section 8.3. Seniority List.** the Employer agrees to furnish a copy of the current seniority list to the Association every six (6) months. the seniority list shall be deemed to be correct for all purposes under this Agreement unless a protest has been filed within ten (10) working days following the date the seniority list was furnished to the Association.

**Section 8.4. Seniority Accumulation.** An employee on an approved leave of absence without pay shall retain the seniority he has at the beginning date of the leave without pay. Employees returning from a leave without pay shall receive credit for all prior actual service in County employment. Any leave of absence in excess of thirty (30) days shall cause a re-computation of the employee's anniversary date to reflect the period of absence. An employee on layoff shall retain the same seniority he had as of the beginning date of the layoff.

#### LAYOFF AND RECALL

**Section 9.0 Notification of Layoff.** The Employer agrees to give fifteen (15) working days' advance notification of layoff by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. The provisions of this Section shall be deemed to have been complied with by delivery of such layoff notice to the Prosecuting Attorney's Office for distribution to the affected employees. A copy of such notification shall be issued to the Association President or Vice-President. Whenever possible, the notification shall state the anticipated duration of the layoff.

**Section 9.1. Recall.** In the event the work force is increased, recall to work shall be in reverse order of layoff from the classification affected by the recall, provided, however, the employee returned to work must be able to perform the required work and must not have lost his recall rights pursuant to Section 8.1.

**Section 9.2. Notification of Recall.** Notification of recall shall be by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Association President or Vice-President. The notice shall set forth the date the recalled employee is expected to return to work.

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## HOURS OF WORK

**Section 10.0. Normal Workweek and Workday.** The normal workweek for all permanent full time employees shall consist of forty (40) hours of work performed in a period of five (5) consecutive calendar days from Monday through Friday. Individual adjustments to the normal forty (40) hour workweek may be made with the approval of the Prosecutor. The normal workday for full time employees shall consist of eight (8) hours of work, exclusive of a one (1) hour unpaid lunch period. In addition, employees shall be assigned standby on weekends and holidays and may be required to work on those days as necessary.

**Section 10.1. Scheduling.** The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet the needs of the Prosecutor and the public he serves. It is expressly understood that an employee's work schedule may be changed whenever operating conditions warrant such change.

**Section 10.2 Overtime.** All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be approved by the Chief Assistant Prosecuting Attorney or the Prosecuting Attorney.

**Section 10.3 Compensatory Time.** Employees covered under this policy shall not be entitled to premium pay but shall accrue compensatory time on an hour for hour basis for hours actually worked in excess of forty (40) in a workweek. Compensatory times shall not accrue in excess of one hundred fifty (150) hours. Upon termination, earned and accrued compensatory time to a maximum of one hundred fifty (150) hours will be paid at the rate of pay then in effect. The employer reserves the right to schedule time off to liquidate or reduce accrued compensatory time.

In the event that an individual is assigned weekend standby duty for warrant request review, the provisions of this Section shall not apply to time spent in providing warrant request review services.

**Section 10.4 Weekend or Holiday Standby.** Effective upon ratification of this Agreement, an employee assigned to weekend or holiday standby for warrant request review matters will be granted 4 hours of compensatory time if the weekend is 2 days in length, and 8 hours if the weekend standby period is 3 or 4 days in length. Further, he/she shall be granted an additional 4 hours of compensatory time if he/she is required to perform any warrant review services during that weekend. The amounts of compensatory time referred to in this Section are payment in full for all warrant review services, and no additional compensation other than that stated in this Section will be paid for time spent performing such services. A paging or other electronic device will be provided to the Assistant Prosecutor who is on standby duty.

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## LEAVES OF ABSENCE

**Section 11.0. Procedure for Requesting Leaves.** Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Any request for an extension of a leave of absence must be submitted in writing to the Prosecutor at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Prosecutor.

**Section 11.1. Purpose of Leaves.** It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Prosecutor. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of employment with the Prosecutor. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

**Section 11.2. Early Returns from Leave.** There shall be no obligation on the part of the Prosecutor to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives a written notice to the Prosecutor of his desire to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Prosecutor of such notice, seniority permitting.

**Section 11.3. Bereavement Leave of Absence.** Upon request, a non-probationary employee will be granted a leave of absence, with pay, for the number working days listed below when he would have otherwise been scheduled to work to attend matters involving a death in the employee's family, provided the employee attends the funeral. For purposes of this Section, the term "immediate family" is defined as including the employee's:

Spouse	(5)	Sister	(3)
Parents	(5)	Stepparent	(5)
Parents of current Spouse	(5)	Stepchild	(5)
Child	(5)	Grandparents	(3)
Brother	(3)	Grandchildren	(3)

Leaves granted under this Section shall commence on the date of the funeral. An employee excused from work under this Section shall, after making written application, be paid the amount of wages he would have earned by working his straight time hours on such scheduled days of work for which he is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day of work.



**Section 11.4. Military Leave for Active Duty.** Employees who are inducted into the Armed Forces of the United States or who join the Armed forces in lieu of being inducted, under the provisions of the Selective Service Act of 1950 and as amended, shall be entitled to a leave of absence without pay for the period of service required by such original induction. Upon their discharge, such employees will be reinstated to their former positions or one comparable to it provided they make formal application for reinstatement within ninety (90) day after military discharge.

**Section 11.5. Military Leave for Reserve Duty.**

(a) A full time employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon proper documentation by his commanding officer. He shall be paid by the County the difference between the amount received for the training and his full salary.

(b) A full time employee who is called for emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States shall be paid his full salary for a period not to exceed five (5) working days.

**Section 11.6. Personal Days.** All full time employees covered by this Agreement shall be credited with six (6) personal days with pay on their date of hire and on their anniversary date of hire each subsequent year they are employed by the Employer. All requests for a personal day must be made to the Prosecutor or his designee twenty-four (24) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. The number of personal days to be taken at any one (1) time shall be determined by the Prosecutor or his designee in his sole discretion. A request for a personal day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer. Personal days may be used only in eight (8) hour increments and do not accumulate from year to year and have no monetary value upon separation from employment. Nothing in this Section shall be construed to absolve an employee of his responsibility to comply with the required procedures concerning prior notification of absence from work.

**Section 11.7. Personal Leave.** The Prosecutor may grant an employee who has completed his probationary period leave without pay and without loss of his employment status for a period of up to thirty (30) days. A leave of absence in excess of thirty (30) days and up to one (1) year shall require the additional approval of the Board.

**Section 11.8. Family and Medical Leave.** A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued paid leave of absence and paid vacation for leave which would otherwise be unpaid under the Act.



The employee shall provide the employer with timely notice and with such health care provider certifications as an employer may require under the Act. An employee who fails to provide such notice and certification at the earliest practicable time shall be deemed to have waived any and all rights under the Act.

An employee granted leave under this policy shall maintain weekly contact with the employer in writing, or as otherwise mutually agreed, to keep the employer informed of the employee's status and intention to return to work. An authorized leave shall automatically terminate at the end of any work week during which the employee fails to maintain contact as required.

An employee who fails to return to work at the conclusion of a leave shall reimburse the employer for group insurance premiums and costs paid by the employer as permitted under the Act.

**Section 11.9. Benefit Accrual While on Leave.** No vacation or other benefits shall accrue to an employee during the period of time he is on leave without pay.

#### HOLIDAYS

**Section 12.0. Holiday Eligibility.** Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday;
- (b) The employee must work on his last scheduled day before and his first scheduled day after the holiday;
- (c) The employee must not be on a leave of absence, layoff, or disciplinary suspension;
- (d) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay;
- (e) If a recognized holiday falls within an employee's vacation period, he shall be entitled to holiday pay for that holiday and the day involved will not be deducted from the employee's accumulated vacation.

**Section 12.1. Holidays with Pay.**

- (a) The following days shall be recognized as holidays: New Year's Day; President's Day; Good Friday afternoon (beginning at 12:00 noon); Memorial Day; Independence Day; Labor Day; Martin Luther King Day; General Election Day; Veteran's Day; Thanksgiving Day; Friday following Thanksgiving Day; one-half (1/2) day December 24; Christmas Day; and one-half (1/2) day December 31, beginning at 12:00 noon, provided that they are regularly scheduled workdays. All recognized holidays shall be observed according to



the dates established by the Federal Government or otherwise approved by the Board.

**Section 12.2. Holiday Celebration.** If a legal holiday is on Saturday, the County offices will be closed the preceding Friday. Whenever a recognized holiday is on a Sunday, the County offices will be closed the following Monday.

### VACATIONS

#### Section 13.0. Vacations

(a) All full-time employees shall be granted vacation leave with pay based on their length of continuous service with the Employer in accordance with the following schedule:

<u>Seniority Required</u>	<u>Hours of Pay</u>	<u>Time Off</u>
At least one (1) year but less than five (5) years	80	10 days
At least five (5) years but less than ten (10) years	120	15 days
At least ten (10) years but less than fifteen (15)	160	20 days
Fifteen (15) years or more	200	25 days

Vacation leave accrues on an annual basis and is credited to eligible employees on their anniversary date based upon their seniority as of their anniversary date of that year.

(b) In order to be eligible for full vacation benefits, an employee must have actually worked for the Employer during the immediate on (1) year period preceding the employee's anniversary date of hire a total of at least one thousand five hundred (1,500) straight time hours. Should any employee fail to qualify for full vacation benefits solely because of the requirement as to hours worked, the employee shall receive a percentage of the specified vacation pay on the basis of hours worked in accordance with the following schedule, provided the employee actually worked a minimum of five hundred (500) hours; vacation time off shall not be reduced as a result of an employee receiving a percentage of full vacation pay:

<u>Number of Hours</u>	<u>Percentage of Vacation Pay</u>
500-599	30%
600-749	40%
750-899	50%





900-1,049	60%
1,050-1,199	70%
1,200-1,349	80%
1,350-1,499	90%

(c)

1. Employees may schedule time off for vacations during the twelve (12) months following their anniversary date of hire each year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the department and the Employer's obligations to the public generally.

2. A maximum of forty (40) hours vacation time earned by an employee during the prior anniversary year may be carried over into the following anniversary year, such carry-over vacation time may be accumulated from year to year, provided that the combination of any such carry-over time and an employee's current benefit may not, at any point, exceed two hundred forty (240) hours. Any excess accumulation shall be forfeited.

3. Scheduling of vacation during the year shall be at the discretion of the Prosecutor with primary consideration given to the requirements of the department. Consideration of employee preference shall be given when possible and practical. In the event of a conflict of scheduling of vacation periods, the employee with the most seniority shall be given preference, provided vacation requests are submitted during the same workday. The Prosecutor shall approve or deny a request for vacation within fourteen (14) days or such request shall be deemed to have been approved.

4. No vacation shall be granted prior to the earning of vacation credits.

5. There shall be no pro-rata vacation benefit payment upon an employee's termination for just cause, or voluntary termination without two (2) weeks written notice to the department head, or terminations during the probationary period. In other terminations, the vacation benefit will be computed and paid on the same basis as outlined in Paragraph B above.

**Section 13.1. Vacation Records.** Vacation leave is computed and credited on the basis of official County records on file in the County Personnel Office. These records are those furnished to the Personnel Office on a periodic basis by the department heads.

#### INSURANCE

**Section 14.0. Dental Insurance.** The Employer shall continue to provide the dental insurance coverage which was in effect for employees during 1992.



#### Section 14.1 Hospital and Surgical Insurance.

(a) All full time employees shall be eligible to participate in the Blue Cross/Blue Shield Hospital Surgical Insurance Plan, or its equivalent from another carrier, at the Employer's expense. The Employer shall pay for the cost of coverage for the employee's spouse and minor dependents provided, however, that if the employee and the employee's spouse are both eligible to participate as employees in group health plans funded by or through the County, the employee and the employee's spouse shall elect coverage under only one such plan. Coverage of the employee, the employee's spouse, and/or the employee's dependents under two or more County health care plans shall not be permitted unless it is to the financial advantage of the County to permit such. If the employee and the employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to elect the plan for the employee or employees. The Blue Cross/Blue Shield Plan shall be MVF-1 basic coverage with master medical option 1 (including Prescription Drug Program with \$5 co-pay), ML Rider, a D45NM Rider, OMB, and VST. Applications shall be secured from the Personnel Office, signed, and returned indicating whether or not the insurance is desired. Coverage shall become effective with the first (1st) billing cycle following completion of thirty (30) calendar days of continuous employment with the employer. The costs of Family Continuation and Sponsored Dependent riders elected after January 1, 1994, shall be paid by the employee with a payroll deduction through the Flexible Spending Account. Such riders existing before January 1, 1994, may continue in effect at the Employer's expense.

(b) All full time employees who elect at their own discretion not to participate in the hospital and surgical insurance program as set forth in this Section shall be eligible to receive an additional forty dollars (\$40) per pay period if he or she is not already covered by the insurance of a relative whose premiums are paid by County or Court funds, and provided that the employee supplies proof of a reasonable level of health care coverage from another source.

(c) For the duration of this Agreement, employees will be provided with vision care coverage at County expense as is currently available.

(d) Employees shall be entitled to participate in the County's Section 125 Flexible Spending Account in paying insurance premium differences, medical expenses not covered by insurance and child care expenses.

(e) In lieu of the hospitalization insurance coverage provided by subsection (a) of this Section and the options set forth in subsection (b) of this Section, a full time employee who has completed sixty (30) calendar days of continuous employment with the Employer may elect in writing to participate in the Health Maintenance Organization plan provided by the employer. The Employer may adopt rules and regulations regarding both when the option permitted by this subsection may be exercised and the length of time such an option must be in

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force. The Employer's financial contribution toward the cost of an employee's participation in a Health Maintenance Organization shall be limited to the amount which would otherwise be paid towards the Blue Cross/Blue Shield program for which the employee is eligible as specified in (a) above. Any differences in premium costs shall be paid by the employee through a payroll deduction. When premium rates of either health insurance program change, unit members will be given an opportunity to elect the alternative program.

**Section 14.2. Life Insurance.** The County will pay the required premiums for term life insurance in an amount equal to \$1,000 for each \$1,000 in salary to a maximum of \$40,000 and a like amount for accidental death and dismemberment. At and after the age of 65, the benefit shall be reduced according to a schedule provided by the insurance carrier.

**Section 14.3. Malpractice Insurance.** The Employer shall provide malpractice insurance coverage for all attorneys under policies provided by the Michigan Municipal Risk Management Authority and the Prosecuting Attorney's Association of Michigan.

**Section 14.4. Sickness and Accident Insurance.** Following the execution of this Agreement and continuing thereafter during the term of this Agreement, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full time employees occupying a classification covered by this Agreement. Employees who become totally disabled and prevented from working shall receive from the Employer's insurance carrier bi-weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8) day of disability due to sickness, for a period not to exceed twenty six (26) weeks for any one (1) period of disability, nor more than twenty six (26) weeks in any twelve (12) month period commencing with the date of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a Retirement Plan, the Social Security Act, Michigan's no-fault insurance or any Worker's Compensation Act.

**Section 14.5. Selection of Insurance carriers.** The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 14.0 through Section 14.4, to be a self-insurer, either wholly or partially with respect to such benefits, and to choose the administrator of such insurance programs, and provide the level of such benefits remains substantially the same.

**Section 14.6. Provisions of Insurance Plans.** No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

**Section 14.7. Insurance Benefit Continuation**

(a) Employees granted an approved leave of absence without pay may continue in force the Blue Cross/Blue Shield Hospital Surgical Insurance or its

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equivalent by paying the full cost of the premiums. Payments shall be made through the County Personnel Office.

(b) Employees who are on layoff may continue in force their hospital/surgical insurance by paying the full cost of all premiums. Payment shall be made through the County Personnel Office. Employees may also continue the life insurance coverage by paying the premium therefor through the Personnel Office if this is permissible under the regulation of the insurance carrier.

### RETIREMENT

**Section 15.0. Retirement.** Employees shall retire at age 65. However, the Board may approve requests of the Prosecutor to retain an employee past his 65th year.

**Section 15.1. Deferred Compensation Plan.** Employees covered by this Agreement may participate in the County's 457 Deferred Compensation Plan, currently administered through the Kemper Insurance Company.

**Section 15.2. County Savings Plan.** Covered employees may participate in the Calhoun County Savings Plan (401k) subject to the Plan provisions. Effective January 1, 1993, Employer contributions to the Calhoun County Savings Plan (401k) on behalf of eligible employees shall include an amount equal to three-fifths (3/5) of each eligible employee's contribution provided that the employee's contribution does not exceed five percent (5%) of the employee's base wages/salary. In addition, the Employer shall contribute on behalf of each employee who has completed five (5) years of seniority an amount equal to two percent (2%) of the employee's base wages/salary, regardless of amounts (if any) contributed by the employee. Employees shall become vested in Employer contributions according to a schedule of forty percent (40%) after two full years of employment, sixty percent (60%) after three full years of employment, eighty percent (80%) after four full years of employment, and one hundred percent (100%) after five full years of employment.

### **Section 16.0. Wage Ranges**

Effective January 1, 1994 and for the further duration of this Agreement, there shall be two (2) classifications for incumbent Assistant Prosecutors and separate wage schedules are established as follows effective with the beginning of the first full pay period each calendar year:





1994	Begin	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr
APA I	30,298	32,365	34,577	36,942	39,475		
APA II	35,265	37,679	40,263	43,028	45,986	49,151	52,537
1995	Begin	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr
APA I	30,904	33,012	35,269	37,681	40,265		
APA II	35,971	38,432	41,069	43,888	46,905	50,134	53,588
1996	Begin	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr
APA I	31,522	33,672	35,974	38,435	41,070		
APA II	36,690	39,201	41,890	44,766	47,844	51,136	54,660

**Section 16.1. Advancement within Wage Range and Promotion.** Advancement from one pay step to the next in the applicable wage range shall occur annually on the anniversary of the date of hire. Promotions to, or demotions from, the Assistant Prosecutor II shall be at the discretion of the Prosecuting Attorney. Upon promotion, the employee shall be placed in that step of the higher range which will assure a greater increase in wages than would have occurred without the promotion. Subsequent advancement to the next steps in the new range shall occur on the annual anniversary date of the promotion.

**Section 16.2. Longevity.** On an employee's fifth (5th) anniversary of his date of hire, and annually thereafter, the employees covered by this Agreement shall be paid a longevity bonus of fifty dollars (\$50) for each full year of service to a maximum of one thousand dollars (\$1,000).

#### MISCELLANEOUS

**Section 17.0. Bar Dues.** The Employer shall continue to pay for Assistant Prosecuting Attorneys' membership in the State Bar of Michigan which is necessary for the attorneys' eligibility to practice law in the State of Michigan. The Employer will also reimburse Assistant Prosecutors an amount not to exceed twenty-five dollars (\$25.00) for membership in the Calhoun County Bar Association or toward the cost of the employee joining other professional organizations or events.

**Section 17.1. Payment at Death of an Employee.** Wages and vacation credits due a deceased employee shall be paid in accordance with a primary and secondary beneficiary designation filed by the employee. In the absence of a valid beneficiary designation, payment shall be made pursuant to the provisions of prevailing statutes.

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**Section 17.2. Severability.** If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**Section 17.3. Training.** The Employer shall pay for all training of Assistant Prosecuting Attorneys which is determined to be necessary by the State Bar of Michigan and/or the Calhoun County Prosecutor, provided such moneys are budgeted by the Calhoun County Board of Commissioners as part of the Prosecutor's Office budget, not to exceed three hundred dollars (\$300) per Assistant Prosecutor per year.

#### SCOPE OF AGREEMENT

**Section 18.0. Past Practices.** This Agreement shall supersede any other agreement, policy, or past practice inconsistent with its terms unless mutually adjusted in writing by the Employer and the Association.

**Section 18.1. Waiver.** It is the specific and express intention of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to the employees covered by this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### DURATION

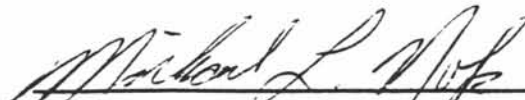
**Section 19.0 Termination.** Except as otherwise provided herein, this Agreement shall be effective as of January 1, 1994, and remain in full force and effect through December 31, 1996, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or withdrawal by the party proposing amendment, modification, alteration, negotiation or change or any

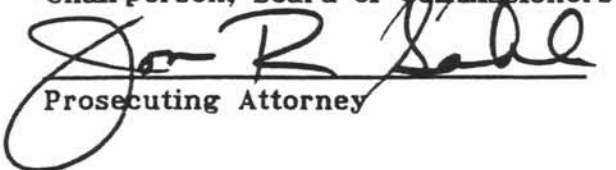


combination thereof. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

**SIGNATORIES:**

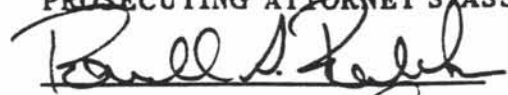
**FOR CALHOUN COUNTY:**

  
\_\_\_\_\_  
Chairperson, Board of Commissioners

  
\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
County Clerk-Register

**FOR CALHOUN COUNTY ASSISTANT  
PROSECUTING ATTORNEY'S ASSN**

  
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COMMISSIONERS

	Y	N	A
Austin	X		
Bartelson			X
Bobrofsky	X		
Gunning	X		
Nofs	X		
Robison	X		
Warsop	X		

ROLL CALL VOTE: TOTALS      Yes - 6  
    Excused - 1

Clerks Certificate

STATE OF MICHIGAN      )  
                                   )  
 COUNTY OF CALHOUN    )    ss.

I, ANNE B. NORLANDER, Clerk of the Calhoun County Board of Commissioners do hereby certify that the annexed is a true and compared copy of a resolution adopted by the Calhoun County Board of Commissioners at its meeting held on the 16th day of December 1993.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court at Marshall, Michigan in said County this 21st day of December.

Anne B. Norlander  
 ANNE B. NORLANDER, CLERK-REGISTER  
 COUNTY OF CALHOUN

