

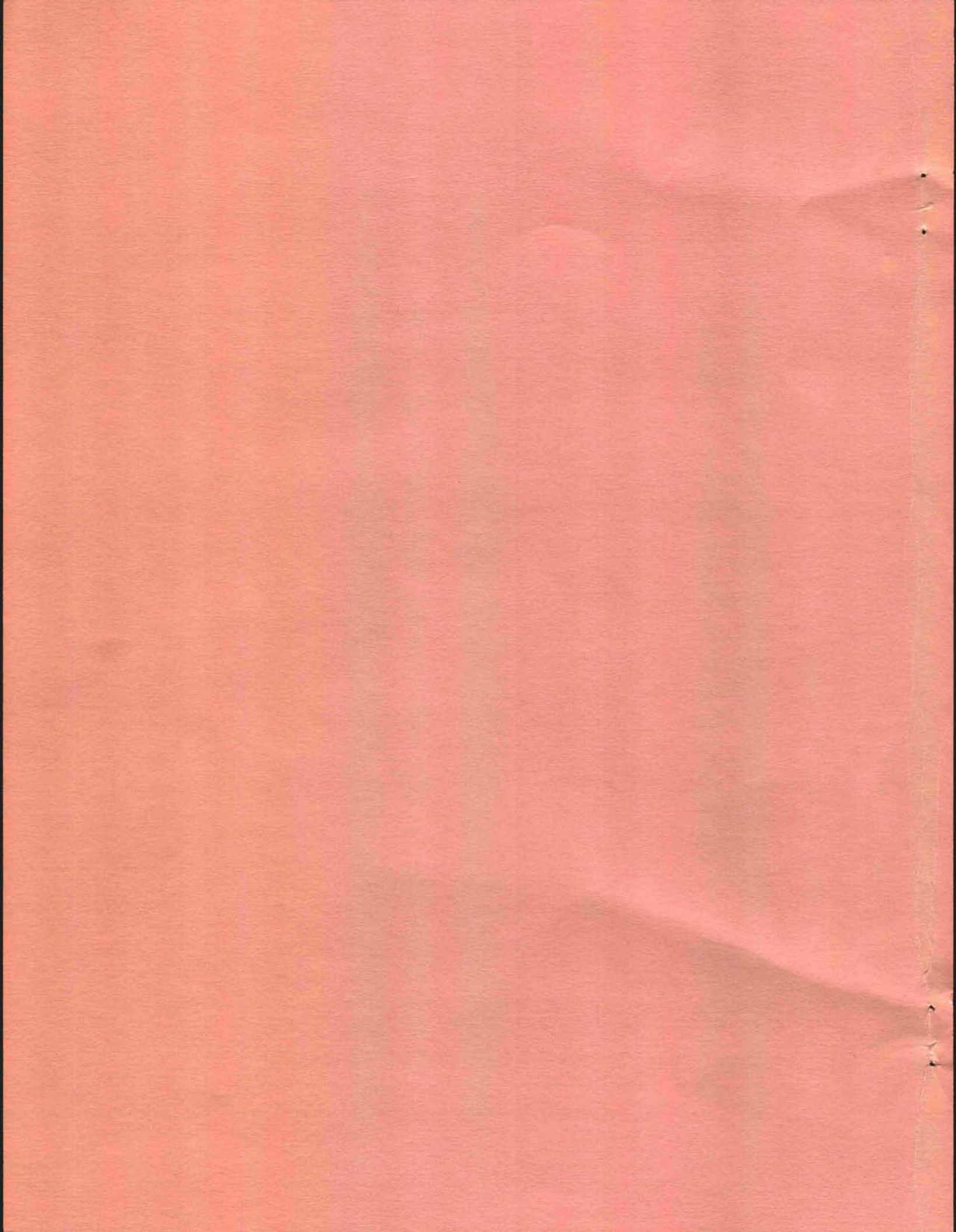
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12/31/97

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
JACKSON COUNTY BOARD OF
COMMISSIONERS, PROSECUTOR
AND THE
ASSISTANT PROSECUTOR'S ASSOCIATION

Jackson County

January 1, 1995 through December 31, 1997



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

January 1, 1995 through December 31, 1997

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 economic fringe benefits, except the longevity, available to the employees of Unit C represented by Local 2098 of the AFSCME Union, Council 25, shall be extended to the members of the 1995 Assistant Prosecutor's Association for the years 1995 through 1997, including, but not limited to, cafeteria plan benefits, paid time off, mileage and parking. If the County increases the hospitalization and medical care coverage provided to other collective bargaining units, the Assistant Prosecutors will receive the increased benefits. The Assistant Prosecutors will receive whatever fringe benefits, except the longevity provision, the members of Unit C receive, but not be less than those granted to such Unit C employees for the years 1995 through 1997 and they include, among other things, the following.
 - a. \$30,000 group life insurance.
 - b. Cafeteria Plan benefits as outlined on the attached document.
Employees hired after 01/01/93 will pay the following amounts per pay period of the health and medical coverage premium.

One person coverage -	\$11.65
Two person coverage -	24.20
Family coverage -	26.40

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

- c. No accumulation of sick leave after the effective date of the Cafeteria Plan and Paid Time Off provisions. Sick bank may be used as currently provided or to supplement short- and long-term disability. Full payment for up to fifty-five (55) days of accrued sick leave on termination or retirement, no payment is to be made for those in excess of fifty-five (55) days;
- 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	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

- g. Retirement at age fifty-five (55) with ten (10) years of service effective October 13, 1992.
 - 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;
 - i. For the calendar year 1995 and until such time as the Cafeteria Plan is effected, the employer shall reimburse each employee up to \$400 annually for dental or optical expenses incurred by the employee, current spouse and dependent children of the employee living with the employee through December 31 of the year in which their nineteenth (19th) birthday occurs. This dental/optical program shall be administered in accordance with the Dental/Optical Program Policies and Procedures of Jackson County and any amendments thereto. No Dental/Optical Program monies will be available for utilization after the Cafeteria Plan is implemented;
4. The Salary Schedule for the Assistant Classifications and Chief Trial and Appellate Attorneys are effective for the first pay period commencing on January 1, 1995 for 1995;

January 1, 1996 for 1996; and January 1, 1997 for 1997, as set forth on the attached salary schedule.

- a. 1995 - 2.5% increase for all pay rates retroactive to 01/01/95.
2% bonus payment; payment to be made after contract is signed and paid to all APAs on the payroll as of 09/12/95..
 - b. 1996 - 2.5% increase for all pay rates.
 - c. 1997 - 2.5% increase for all pay rates.
5. All lateral and categorical promotions during the existence of said contract will be made at the discretion of the Prosecuting Attorney. If the Prosecuting Attorney wishes to change the method of promotion, no further increases in salaries will be made until the method of promotion is renegotiated between the Assistant Prosecutor's Association, the Personnel and Finance Committee, and the Prosecutor and is approved by the Board of Commissioners. In addition, any lateral progressions recommended by the Prosecutor for an individual with more than two (2) years of tenure shall be subject to approval by the Personnel and Finance Committee and the Board of Commissioners.
 6. The dates referred to as Starting and Years of Service begin from the date of appointment of the individual to the position of Assistant Prosecutor or Division Chief, respectively. An Appellate Attorney or the position of Chief Trial Attorney 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.
 7. 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.
 8. 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.
 9. Upon the effective date of this contract, January 1, 1995, 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 5.
 10. 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.

11. 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.

12. This contract will be in effect for the years 1995, 1996 and 1997, expiring December 31, 1997.

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

IN WITNESS WHEREOF, the parties hereto caused this instrument to be executed on the 20th day of February, 1996.

DATE SIGNED: March 7, 1996

JACKSON COUNTY ASSISTANT
PROSECUTOR'S ASSOCIATION:



Richard Abbey

Maury J. Sypka

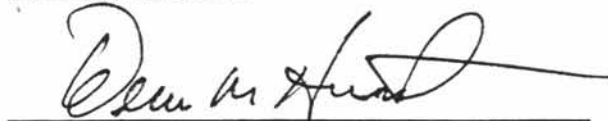
JACKSON COUNTY:

Michael J. ...

Cernon S. Webster

James E. ...

PROSECUTOR:

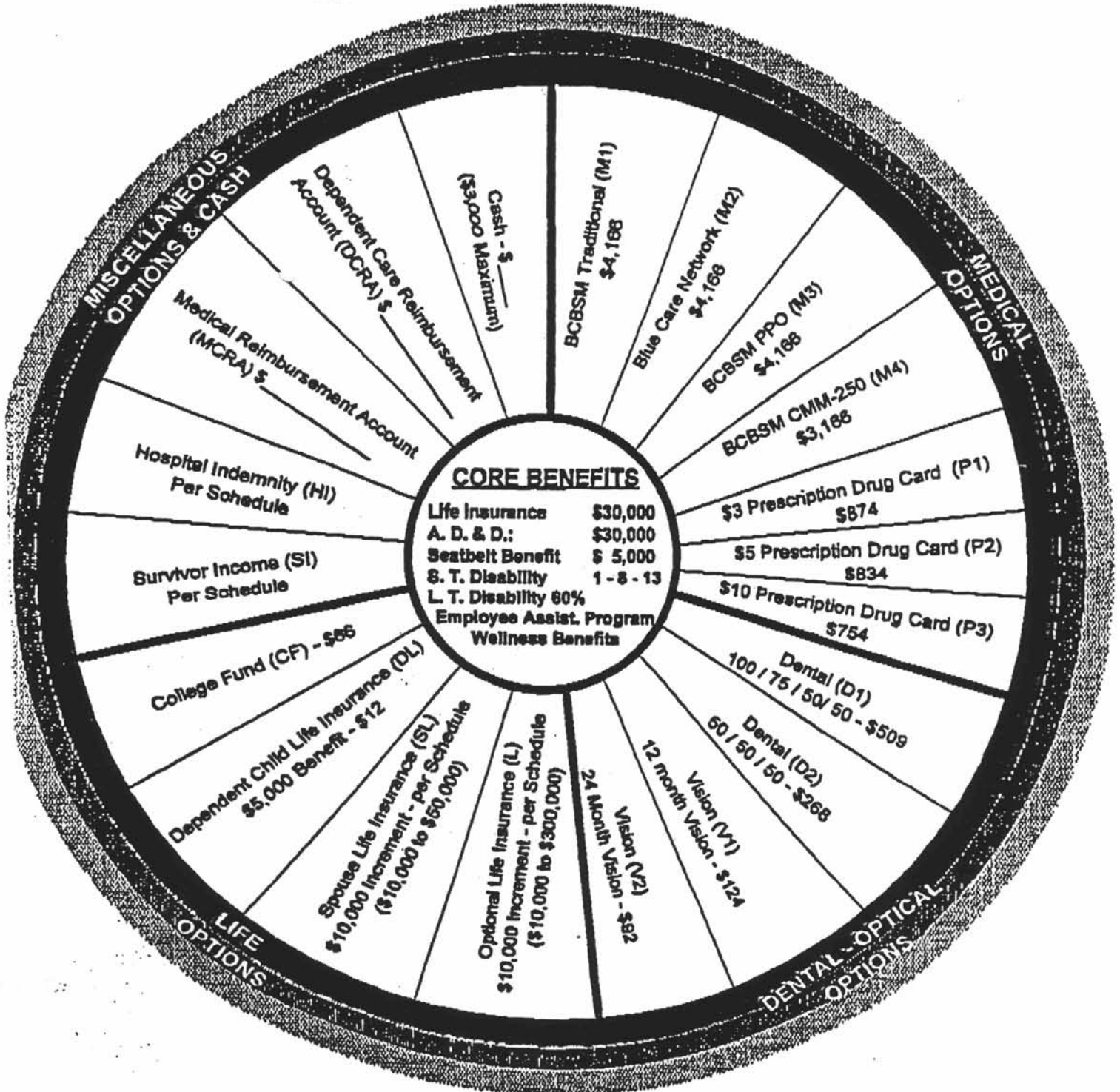


**Dennis Hurst (P32409)
Prosecuting Attorney**

County Of Jackson

IBP DOLLARS ALLOWABLE - \$5,440

NOTE: IF OPTING OUT OF MEDICAL BENEFITS \$3,000 IBP DOLLARS ARE AVAILABLE FOR ADDITIONAL BENEFITS OR CASH



Choices for Today

ASSISTANT PROSECUTING ATTORNEYS' 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. Employee 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 Yrs. of Service	27.5	15
7 to 11 Yrs. of Service	32.5	20
12 to 15 Yrs. of Service	37.5	25
16 or more Yrs. of Service	42.5	30

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 (1) hour. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. Not more than one-half the employees in a department may utilize paid time off on any given day without prior authorization from the Department Head.
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 proportionate personal leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the paid time off is utilized.
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. Advance Paid Time Off. If a regular payday occurs during an employee's paid time off that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the paid time off occurs prior to going on paid time off by requesting, in writing, to their Department Head, advance paid time off pay at least two (2) weeks before the scheduled paid time off.
13. 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.
14. Crediting of Paid Time Off. Paid time off will be credited beginning in 1996 on the effective date of implementation of the Cafeteria Plan.

**ASSISTANT PROSECUTORS ASSOCIATION
SALARY SCHEDULE FOR 1995, 1996 AND 1997**

	<u>Hiring</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
APA 1								
1995	27,466.50	31,296.50	34,078.00	35,145.00	37,558.00	41,926.50	45,208.00	48,685.50
	13.2050	15.0464	16.3837	16.8966	18.0567	20.1570	21.7346	23.4065
1996	28,153.16	32,078.91	34,929.95	36,023.63	38,496.95	42,974.66	46,338.20	49,902.64
	13.5352	15.4226	16.7932	17.3191	18.5081	20.6609	22.2780	23.9917
1997	28,856.99	32,880.89	35,803.20	36,924.22	39,459.37	44,049.03	47,496.66	51,150.20
	13.8736	15.8081	17.2131	17.7520	18.9709	21.1774	22.8349	24.5914

	<u>Hiring</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
APA 2								
1995	36,123.56	37,348.50	39,810.50	44,441.50	47,921.00	51,607.00	54,811.00	58,511.00
	17.3671	17.9560	19.1397	21.3661	23.0389	24.8111	26.6111	28.4111
1996	37,026.65	38,282.21	40,805.76	45,552.54	49,119.03	52,897.18	56,711.00	60,511.00
	17.8013	18.4049	19.6182	21.9003	23.6149	25.4313	27.2780	29.0917
1997	37,952.32	39,239.27	41,825.91	46,691.35	50,347.00	54,219.60	58,111.00	62,011.00
	18.2463	18.8650	20.1086	22.4478	24.2053	26.0671	27.9280	29.7917

	<u>Hiring</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
APA 3								
1995			38,291.50	39,595.50	42,200.00	46,698.50	50,796.00	54,704.00
			18.4094	19.0363	20.2885	22.4512	24.4212	26.3000
1996			39,248.79	40,585.39	43,255.00	47,865.96	52,065.90	56,071.60
			18.8696	19.5122	20.7957	23.0125	25.0317	26.9575
1997			40,230.01	41,600.02	44,336.38	49,062.61	53,367.55	57,473.39
			19.3413	20.0000	21.3156	23.5878	25.6575	27.6314

	<u>Hiring</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
Div. Chief								
1995	40,461.00		46,367.00	49,845.50	53,322.00	56,800.00	60,277.50	
	19.4524		22.2918	23.9642	25.6356	27.3077	28.9796	
1996	41,472.53		47,526.18	51,091.64	54,655.05	58,220.00	61,784.44	
	19.9387		22.8491	24.5633	26.2765	27.9904	29.7041	
1997	42,509.34		48,714.33	52,368.93	56,021.43	59,675.50	63,329.05	
	20.4372		23.4204	25.1774	26.9334	28.6901	30.4467	

