AGREEMENT
BETWEEN
CALHOUN COUNTY BOARD OF COMMISSIONERS

AND

CALHOUN COUNTY
ASSISTANT PROSECUTING ATTORNEYS' ASSOCIATION

January 1, 2016 through December 31, 2017

TABLE OF CONTENTS

		Page
PREAMBLE		1
ARTICLE 1 - RECOGNITION		1
Section 1.0.	Collective Bargaining Unit	1
Section 1.1.	Definition of Employer	1
Section 1.2.	Law School Graduates	2
Section 1.3.	Other Agreements	2
ARTICLE 2 - REPRESENTATION		2
Section 2.0.	Collective Bargaining Committee	2
Section 2.1.	Association Grievance Representatives	2
Section 2.2.	Identification of Association Representatives	3
ARTICLE 3 - ASSOCIATION SECURITY		3
Section 3.0.	Voluntary Membership	3
ARTICLE 4 - MANAGEMENT RIGHTS		3
Section 4.0.	Management Rights	3
ARTICLE 5 - NO STRIKE - NO LOCKOUT		4
Section 5.0.	No Strike Pledge	4
Section 5.1.	Penalty	4
Section 5.2.	No Lockout	4
ARTICLE 6 - GRIEVANCE PROCEDURES		4
Section 6.0.	Definition of Grievance	4
Section 6.1.	Grievance Procedure	5
Section 6.2.	Individual Employee Adjustment	5
Section 6.3.	Time Limitations	5
Section 6.4.	Grievance Resolution	5
Section 6.5.	Time Computation	5
Section 6.6.	Grievance Form	6
ARTICLE 7 - ARBITRATION		6
Section 7.0.	Arbitration Request	6
Section 7.1.	Selection of Arbitrator	6
Section 7.2.	Arbitrator's Powers	6
ARTICLE 8 - SENIORITY		7
Section 8.0.	Definition of Seniority	7
Section 8.1.	Loss of Seniority	7
Section 8.2.	Transfer to Non-Bargaining Unit Position	8

Section 8.3. Seniority List 8
Section 8.4. Seniority Accumulation 8

ARTICLE 9 - LAYOFF AND RECALL 8
Section 9.0. Notification of Layoff 8
Section 9.1. Recall 8
Section 9.2. Notification of Recall 9
Section 9.3. Voluntary Layoff 9

ARTICLE 10 - HOURS OF WORK 9
Section 10.0. Normal Workweek and Workday 9
Section 10.1. Scheduling 10
Section 10.2. Overtime 10
Section 10.3. Compensatory Time 10
Section 10.4. On Call and Warrant Duty 10

ARTICLE 11 - LEAVES OF ABSENCE 10
Section 11.0. Procedure for Requesting Leave 10
Section 11.1. Purpose of Leaves 11
Section 11.2. Early Returns from Leave 11
Section 11.3. Bereavement Leave of Absence 11
Section 11.4. Military Leave for Active Duty 11
Section 11.5. Military Leave for Reserve Duty 11
Section 11.6. Personal Leave 12
Section 11.7. Family and Medical Leave 12
Section 11.8. Benefit Accrual While on Leave 12

ARTICLE 12 - HOLIDAYS 12
Section 12.0. Holidays with Pay 12
Section 12.1. Holiday Celebration 12
Section 12.2. Holiday Pay for Part-time Employees 12

ARTICLE 13 - PAID TIME OFF 12
Section 13.0. Paid Time Off 12
Section 13.1. PTO Scheduling 13
Section 13.2. PTO Basis 13
Section 13.3. PTO Payout Benefit 13
Section 13.4. Benefits at Termination 14
Section 13.5. PTO Subsidy 14

ARTICLE 14 - INSURANCE 14
Section 14.0. Health Insurance 14
Section 14.1. Dental Insurance 15
Section 14.2. Life Insurance 15

Section 14.3. Vision Insurance 16
Section 14.4. Malpractice Insurance 16
Section 14.5. Sickness and Accident Insurance 16
Section 14.6. Medical Certifications and Examinations 16
Section 14.7. Selection of Insurance Carriers 17
Section 14.8. Provisions of Insurance Plans 17
Section 14.9. Insurance Benefit Continuation 17
Section 14.10. Part-time Employees 17
Section 14.11. Flexible Benefit Plan 17

ARTICLE 15 - RETIREMENT 18
Section 15.0. Deferred Compensation Plan 18
Section 15.1. Calhoun County Defined Benefit Pension Plan 18
Section 15.2. Calhoun County 401(k) Savings Plan 18

ARTICLE 16 - COMPENSATION 19
Section 16.0. Salary Ranges 19
Section 16.1. Advancement within Salary Ranges 19
Section 16.2. Direct Deposit 20

ARTICLE 17 - MISCELLANEOUS 20
Section 17.0. Bar Dues 20
Section 17.1. Payment at Death of an Employee 20
Section 17.2. Severability 20
Section 17.3. Termination of Employment 20
Section 17.4. Address Change 22
Section 17.5 Appointment of Emergency Manager 22

ARTICLE 18 - SCOPE OF AGREEMENT 22
Section 18.0. Past Practice 22
Section 18.1. Waiver 22

ARTICLE 19 - DURATION 23
Section 19.0. Termination 23

SIGNATORIES 23

APPENDIX A Wages 24

AGREEMENT

THIS AGREEMENT, entered into on the first day of January, 2016, 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 regular full-time and regular part-time Assistant Prosecuting Attorneys employed by the Prosecuting Attorney for Calhoun County and the Calhoun County Board of Commissioners, but excluding, the Chief Assistant Prosecuting Attorney, supervisors, and all other employees.

Section 1.1. Definition of Employer. Except as otherwise required by applicable law, the following terms shall have the indicated meaning whenever those terms are used in this Agreement:

> "Board" shall mean the Calhoun County Board of Commissioners.
>
> "Employer" shall mean jointly the Board and the Prosecutor.
>
> "Prosecutor" shall mean the Prosecuting Attorney of Calhoun County.

Use of these terms is intended solely for the purpose of defining rights and responsibilities under this Agreement and the use of such terms shall not be binding upon the parties for any other purposes. Nothing contained in this Agreement shall be deemed to diminish or enlarge the legal responsibilities, rights, and authorities of the Board or the Prosecutor with respect to their separate responsibilities, rights and authorities as they exist under law, except to the extent required to give effect to specific rights of the Association or individual employees as expressly provided in writing in this Agreement.

Regular Full-time Employee - A regular full-time employee is an employee who is working a minimum of 80 hours per two (2) week pay period on a regularly scheduled basis in a position classified by the Employer as permanent.

Regular Part-time Employee - A regular part-time employee is an employee who is working less

than the full-time requirements of that position and a minimum of eight (8) hours per two (2) week pay period on a regularly scheduled basis.

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 individuals 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 three (3) Association members who have been regular full-time employees for at least one (1) year. 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 grievances 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, upon request, record all time spent performing their functions under this Agreement on a form designated by the Prosecutor and shall, upon request, 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 and the Human Resource Department 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 representatives 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 judgments 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; nor 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 lock out 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 or the Association 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:

Step 1: An employee who believes that he/she has a grievance shall discuss the matter with the Chief Assistant Prosecutor within ten (10) calendar days following the events which caused the grievance or within ten (10) calendar days following the date when the events causing the grievance became known to the employee. If requested by the employee, the Association President may be present. The Chief Assistant Prosecuting Attorney shall answer the grievance in writing within three (3) calendar days following the discussion with the aggrieved employee.

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 within five (5) calendar days following the Chief Assistant Prosecutor's answer in Step 1. The written grievance shall name the employees 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 employees. Authorized representatives of the Board, Prosecutor and Human Resources shall meet to discuss the grievance with the Association President within fourteen (14) calendar days following receipt by the Prosecutor of the grievance. The Employer shall place its written answer on the grievance and return it 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 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 the period of the extension is specified.

Section 6.4. Grievance Resolution. If a grievance resolution has economic implications over five hundred dollars ($500.00),it must be approved in writing by the County Administrator or Designee within thirty (30) calendar days after being notified of the Step 1 or Step 2 settlement before it shall be final. If the resolution of a grievance is not approved, the Association shall have fifteen (15) calendar days following receipt by the Association's President of the written notice 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 except

where time limits are specifically described as calendar days and does not include the day of the event.

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 Employer or its designated representative within twenty (20) 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, the Association, if it desires to seek arbitration, must give written notice to the Employer or its designated representative no later than twenty (20) 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 twenty (20) 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 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 paid by the Employer if the grievance is granted in full, by the Association if the grievance is denied, and equally by the Employer and the Association if the grievance is granted in part and denied in part. 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 be retroactive to the date of the event giving rise to the grievance.

SENIORITY

Section 8.0. Definition of Seniority.

APAA Seniority shall be defined as the length of an employee's continuous service within the APA Association set forth in Section 1.0 from the date of his/her initial entry in the APA Association. This date will be considered for the purpose of layoff and recall but remains at the discretion of the Prosecuting Attorney. This date is to be used for the purpose of job bidding and paid time off scheduling in the event of a conflict provided paid time off requests are submitted during the same workday.

County seniority shall be defined as the length of an employee's continuous service within the County from the most recent date of hire. An employee who returns to the County after a separation of five (5) years or less shall have his/her previous full years of seniority reinstated after one (1) year of full-time continuous employment, except in the Defined Benefit Pension Plan. Partial years of service shall not be credited. "Years" shall be calculated from anniversary date of hire and termination. This date is to be used for the purpose of paid time off accruals, 401(k) and defined benefit. For the purpose of the Defined Benefit Plan: Upon return to re-employment, the employee is only entitled to credit for those years the employee contributed to the Plan, provided the employee contribution remains in the Plan.

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 the employee quits, retires, or receives a pension, including a disability pension;
(B) If the employee is terminated or discharged;
(C) If the employee fails to notify the Employer for any three (3) consecutive working days that the employee will not be reporting for work, unless an excuse acceptable to the Prosecutor is presented;
(D) If the employee is absent for any three (3) consecutive working days, unless an excuse acceptable to the Prosecutor is presented;
(E) If the employee fails to return on the required date following an approved leave of absence, paid time off, or a disciplinary layoff, unless an excuse acceptable to the Prosecutor is presented;
(F) If the employee has been on layoff status for a period of one (1) year or the length of his seniority, whichever is less;
(G) If the employee fails to report for work within one (1) week following notification of recall by certified mail, return receipt requested, sent to the last known address;
(H) If the employee fails to inform the Prosecutor within three (3) working days following receipt of notification of recall that the employee intends to return to work for the Prosecutor;
(I) If the employee makes an intentionally false and material statement on an employment application or on an application for leave of absence;

(J) Unless otherwise provided by law, if the employee 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 seniority at the time such leave commenced, whichever is less;
(K) If the Prosecutor's operations are permanently discontinued, except if the Prosecutor's operations are permanently discontinued as a result of retirement, removal from office, or defeat by general election. Those employees retained by the subsequently elected Prosecutor retain their established seniority in accordance with the provisions of this Agreement.

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 or the County, 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 reinstated upon the date of his return and he shall thereafter begin to accumulate seniority again.

Section 8.3. Seniority List. The Employer agrees to submit a current seniority list to the Association upon request up to once a month. 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 posted by the Association.

Section 8.4. Seniority Accumulation. Following the execution of the Agreement, all non-probationary employees covered by the Agreement shall continue to accumulate APAA and County seniority while on Leave of Absence or Layoff. There will not be retroactive adjustment for Leaves of Absence or Layoffs prior to the execution of this Agreement.

LAYOFF AND RECALL

Section 9.0. Notification of Layoff. The Employer agrees to give fifteen (15) working days' advance notification of layoff by written communication. 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.

Section 9.3. Voluntary Layoff.

(A) Except as provided in subsection C, in the event that layoffs are necessary, the Prosecutor may offer any bargaining unit employees the option of voluntary layoff. Voluntary layoff shall be for no less than one calendar (1) week or more than thirty (30) calendar days provided an employee on voluntary layoff may be recalled at any time. Employees on voluntary layoff shall not have benefits reduced except that such employees shall not accumulate paid time off while on lay off status. Continuation of benefits shall be subject to the employee's payment of any required co-pay as arranged through Finance or Human Resources. Alternative layoff schedules of less than thirty (30) days may be implemented upon mutual agreement between the Prosecutor and employee.

(B) Except as provided in subsection C, in the event that layoffs are necessary, the Prosecutor may offer any bargaining unit employees the option of a voluntary reduction of work hours to circumvent a layoff or to reduce the number of laid-off employees. Employees can return to a normal work schedule upon the giving of thirty (30) calendar days written notice to the Prosecutor. The Prosecutor can return the employee to a normal schedule at any time. Employees on voluntary reduction of work hours, working 32 hours per week or more, shall not have benefits reduced. Employees shall not reduce their work hours to less than 32 hours per week. Continuation of benefits shall be subject to the employee's payment of any required co-pay as arranged through Finance or Human Resources. Voluntary reduction of work hours shall not last longer than six (6) months per employee per calendar year, unless mutually agreed between the Prosecutor and employee.

(C) In the event that more employees than necessary volunteer for layoff or reduction of hours, the members of the bargaining unit will be notified and the most senior volunteers shall be granted the first opportunity to participate in the voluntary layoffs/reduction, provided the Prosecutor shall not be obligated to grant a voluntary layoff/reduction request where remaining employees would not have the qualifications, certification and present ability to fully and properly perform the remaining required work.

HOURS OF WORK

Section 10.0. Normal Workweek and Workday. The normal work week for all regular 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. A regular part-time employee's normal workweek and workday will be determined by the Prosecutor.

Section 10.1. Scheduling. The Employer shall have the right to determine, establish, and modify scheduling and personnel requirements to meet the needs of the Prosecutor and the public served. 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.

Section 10.3. Compensatory Time. Employees covered by this Agreement are professional and shall not be paid overtime for hours worked in excess of forty (40) hours in a work week. Consistent with the professionalism of the employees covered under this Agreement and the respect for that professionalism by the County, the parties understand and agree that when it becomes necessary for an employee to work substantially in excess of forty (40) regular hours in a work week due to the demands of the office, the employee may be granted time off from work, without having to use paid time off, at the discretion of the Prosecutor. What is considered to be substantial is to be determined by the Prosecutor.

Section 10.4. On Call and Warrant Duty. An employee assigned to on call duty will receive $350 flat rate for the week of on call duty. In addition to the flat rate, the employee will receive $100 per day for weekend and holiday warrant duty. This daily rate is to be paid only if the employee is actually called in to perform warrant review duties. "Weekend" means the period of 12:00 a.m. on Saturday to 12:00 a.m. on Monday. "Holiday" means the 24-hour period beginning at 12:00 a.m. on a holiday recognized under this Agreement. A paging or other electronic device will be provided to the Assistant Prosecutor who has on call duty.

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 the 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.

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

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

Leaves granted under this Section shall commence no later than the date of the funeral/memorial service, unless mutually agreed upon by the Prosecutor and the employee prior to the date of the funeral/memorial service. An employee excused from work under this Section shall, after making written application, be paid the amount of wages the employee 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.

The amount of bereavement leave provided to a regular part-time employee will be on a pro-rated basis based on the employees FTE.

Section 11.4. Military Leave for Active Duty. A Military Leave of Absence is subject to the Board of Commissioner's Policy on Military Leave to ensure that all State and Federal regulations are followed.

Section 11.5. Military Leave for Reserve Duty. A Military Leave of Absence is subject to the Board of Commissioner's Policy on Military Leave to ensure that all State and Federal regulations are followed.

Section 11.6. Personal Leave. The Prosecutor may grant an employee who has completed the probationary period leave without pay and without loss of employment status for a period of up to thirty (30) days. A leave of absence in excess of thirty (30) days shall require the additional approval of the Board of Commissioners, except as required by law. Employees will not be terminated while on approved leave of absence without just cause.

Section 11.7. Family and Medical Leave. A Family Medical Leave of Absence is subject to the Board of Commissioner's policy on Family Medical Leave to ensure that all State and Federal regulations are followed.

Section 11.8. Benefit Accrual While on Leave. No paid time off or other benefits shall accrue to an employee during the period of time he is on leave without pay, except as provided for in Section 13.0.

HOLIDAYS

Section 12.0. Holidays with Pay. The following days shall be recognized as holidays: New Year's Day; Martin Luther King Day; President's Day; Good Friday afternoon (beginning at 12:00 noon); Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday following Thanksgiving Day; December 24 or the last workday before Christmas is celebrated pursuant to Section 12.1, Christmas Day; and December 31or the last workday before New Year's Day is celebrated pursuant to Section 12.1. All recognized holidays shall be observed according to the dates established by the Administrator/Controller.

Section 12.1. Holiday Celebration. If a recognized 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.

Section 12.2. Holiday Pay for Part-time Employees. Regular part-time employees shall receive pro-rated holiday pay (based on their FTE) regardless of whether or not the holiday falls on a day the part-time employee is scheduled to work.

Example: Employee "A" works 40 hours per pay period and is a .5 FTE. Employee "A" does not normally work on Monday. This week Monday is a holiday. Employee "A" would receive four hours of holiday pay. Employee "A" normally works eight hours on Tuesday, but this week Tuesday is a holiday. Employee "A" would receive four hours of holiday pay.

PAID TIME OFF

Section 13.0. Paid Time Off

Regular full-time employees are eligible to receive PTO benefits in accordance with the following schedule that will be fully distributed on the employee's anniversary date. PTO may be used in four-hour or full-day increments.

Court-County Service Required	Paid Time Off Annually
Start through fourth years	144 hours
Fifth through ninth years	184 hours
Tenth through fourteenth years	224 hours
Fifteenth and subsequent years	264 hours

Regular part-time employees will accrue PTO benefits on a pro-rated basis in accordance with their FTE.

On each Employee's anniversary date, his/her unused PTO benefits up to a maximum of 240 hours may be carried forward into the following year. For 2016, there will be no carry over limit required in order to transition to this new system. With written approval by the Department Head to the Human Resources Department, actual accrued hours beyond the maximum 240 may be carried forward beyond the Employee's anniversary date if scheduled to be used within 90 days.

Section 13.1. PTO Scheduling. Any request to use PTO must be made to the employee's immediate supervisor as early as possible, unless an illness, injury or emergency exists which prevents giving the required notice. Illness, injury and emergency use of PTO may, upon reasonable request by the supervisor/Department Head, be made conditional upon the employee furnishing written documentation satisfactory to the Employer. Use of PTO will not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

Consideration of employee preferences in scheduling non-emergency use of PTO will be given whenever possible and practical. However, non-emergency use of PTO will be at the discretion of the supervisor/Department Head and may be denied if the absence of the employee would unreasonably interfere with the efficient operations of the Employer or the Employer's obligations to the public. The Prosecutor shall approve or deny a request for paid time off within fourteen (14) calendar days or such request shall be deemed to have been approved.

The date the non-emergency use of PTO was requested and the employee's length of service may be criteria used for resolving scheduling conflicts when two or more employees request the non-emergency use of PTO for the same periods of time, provided that the request(s) was submitted with as much advance notice as possible.

Section 13.2. PTO Basis. PTO will be paid at the straight time regular rate of pay an employee is earning at the time he takes PTO, excluding all premiums.

Section 13.3. PTO Payout Benefit. Upon written request, employees will be allowed to cash out up to forty (40) hours of paid time off once per calendar year to be paid out at the employee's rate of pay at the time of the payout request. The employee must have eighty (80) hours of paid time off accrued at the time of the request.

Section 13.4. Benefits at Termination. An employee whose employment terminates for any reason shall be paid for accrued and unused paid time off benefits, to a maximum of two hundred forty (240) hours, except that an employee who resigns or retires without giving at least ten (10) week days advance written notice to the Prosecutor shall forfeit one full day (8 hours) of otherwise payable paid time off benefit for every day of insufficient notice (to a maximum of ten days). PTO benefits will be paid on the same basis as outlined in Section 13.2. of this Agreement. In the event of lay-off, an employee who still retains call-back rights on his anniversary date will be credited with the PTO benefits earned prior to the lay-off.

Section 13.5. PTO Subsidy. Employees may give and receive PTO in accordance with Board Policy #373 – Paid Leave Time Subsidy, which the Board may modify or delete at any time.

INSURANCE

Section 14.0. Health Insurance.

(A) The County agrees to maintain at least two group health benefit plans and prescription coverage utilizing a three-tier program, of no higher than $10 for generic medications, $30 for brand name formulary medications and $50 for brand name non-formulary medications. (Mail order co-pays may vary). Should the County non-union group have prescription coverage with lower co-pays for a particular plan, employees in this bargaining unit shall be entitled to the same prescription co-pays provided they are enrolled in that plan.

(B) On an annual basis, the County will adopt a baseline (standard) plan and will pay eighty (80) percent of the illustrated rate for the baseline plan offered to employees. Employees will be responsible for payment of twenty (20) percent of the illustrative rates plus the full incremental buy up cost for any better plan the employee elects to enroll in. Should the County non-union group pay a premium amount less than twenty (20) percent, employees in this bargaining unit shall be entitled to the same premium payment provided they are enrolled in that plan.

(C) Employees Opting out of the County's health insurance plan shall receive an opt-out payment of at least $1,300 annually ($50 per pay period) or any higher amount as may be approved by the County for any County-wide bargaining unit or the County non-union group. The payment shall be made as part of the employee's regular check and paid in equal amounts on a bi-weekly basis. Employees who chose to opt out of the County's health insurance plan must provide proof of coverage from an alternative source before opt-out is allowed. No Employee shall be allowed to opt-out of the plan for any period of less than one (1) year except in the case of a qualifying event. The incentive offered under this section is not available to spouses of County employees when both spouses are County/Court employees. Part-time employees are not eligible to receive the incentive.

(D) 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. 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(s). The covered spouse is not entitled to receive an opt out credit.

(E) Part-time employees may elect insurance, however, the employee is responsible for the following cost of the premiums:

FTE	Employee Cost
0 - .24	100%
.25 - .49	75% + full-time co-share percentage
.50 - .74	50% + full-time co-share percentage
.75 - .93	25% + full-time co-share percentage
.94 - 1.00	full-time co-share percentage (up to 15%+)

(F) The Open Enrollment process shall be developed annually by the County's Human Resources Department. Changes in elections may only occur during open enrollment or in the case of a qualifying event.

(G) Coverage shall become effective the first (1st) of the month following completion of thirty (30) days continuous employment with the Employer.

Section 14.1. Dental Insurance. During the term of this Agreement, the Employer agrees to pay the required premiums to continue in effect its current program of dental benefits for each full-time employee, including dependent coverage, included within the bargaining unit. This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. Part-time employees are eligible for Dental insurance on the same pro-rated basis as health insurance.

Section 14.2. Life Insurance. For all regular full-time employees the County will pay the required premium for term life insurance in an amount equal to one (1) times the employees annual salary rounded down to the nearest thousand, but in no case more than $50,000 and a like amount for accidental death and dismemberment. At the age of 65, the benefit shall be reduced according to a schedule provided by the insurance carrier. Part-time employees are eligible for life insurance on the same pro-rated basis as health insurance.

Coverage shall become effective the first day of the month following a waiting period of sixty (60) days. An employee's annual salary is based on the employee's salary as of November 1st of the preceding year.

The employee may have the ability to purchase supplemental insurance according to a schedule provided by the insurance carrier upon meeting the required qualifications based on Evidence of Insurability.

Section 14.3. Vision Insurance. During the term of this Agreement, the Employer agrees to pay the required premiums for a program of optical insurance covering each full-time employee, including dependent coverage. The coverage shall become effective on the first (1st) of the month following completion of thirty (30) calendar days of continuous employment with the Employer. Part-time employees are eligible for Vision Insurance on the same pro-rated basis as health insurance.

Section 14.4. Malpractice Insurance. The Employer shall provide malpractice insurance coverage for all full-time and regular part-time Assistant Prosecuting Attorneys under policies provided by the Michigan Municipal Risk Management Authority and the Prosecuting Attorney's Association of Michigan. 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 monies are budgeted by the Calhoun County Board of Commissioners as part of the Prosecutor's Office budget. The Employer agrees to reopen this subject for negotiations in the event that mandatory continuing legal education becomes a requirement for membership in the State Bar of Michigan.

Section 14.5. Sickness and Accident Insurance. The Employer shall obtain and pay for a sickness and accident insurance program for those full-time employees occupying a classification covered by this Agreement. Employees who become 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 (8th) 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, or any Worker's Compensation Act. Employees may utilize their paid time off to receive their normal net weekly wages. If Sickness and Accident benefits are received during a recognized holiday the employee will not receive holiday pay. This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

Employees may have the ability to purchase supplemental long term disability insurance according to a schedule provided by the insurance carrier upon meeting the required qualifications based on Evidence of Insurability.

Section 14.6. Medical Certification and Examinations. Employees requesting a disability leave for sickness or injury or a continuation of such leave may be required to present a certificate from a physician showing the nature of such sickness or injury and the anticipated

time off the job. In situations where an employee's physical or mental condition reasonably raise a question as to the employee's capabilities to perform his/her job, the Employer may require a medical examination, at its expense, and if cause is found, require the employee to take or remain on disability leave of absence. The Employer may require as a condition of any disability leave, regardless of duration, a medical certificate setting forth the reasons for the leave when there is a reason to believe the health or safety of personnel may be affected or that the employee is abusing such leave. Employees required to take a disability leave or remain on disability leave following an examination by the Employer's physician may, at their own expense, have an examination conducted by a physician of their own choice. If the medical conclusions of the two (2) physicians are dissimilar, the two (2) physicians shall select a third (3rd) physician to examine the employee, whose medical conclusions shall be binding. The two (2) immediately preceding sentences shall not apply in situation where a claim for benefits for such illness or disability may be made by the employee affected pursuant to either this Agreement or applicable law. Falsification of the medical certificate or falsely reporting or setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

Section 14.7. 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 14.5, 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 that the level of such benefits remains substantially the same.

Section 14.8. 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 14.9. Insurance Benefit Continuation. Employees desiring to continue insurance coverage in situations not provided for by this Agreement may do so by electing COBRA insurance as provided within State and Federal guidelines.

Section 14.10. Part-time Employees. Regular part-time employees are not eligible to participate in any insurance plans or benefits offered by the Employer unless otherwise stated.

Section 14.11. Flexible Benefit Plan. The Employer may offer all benefits addressed in this Agreement along with any additional benefits offered by the Employer as part of a flexible benefit plan. As part of the flexible benefit plan employees may have the opportunity to opt out of or in to a plan which may include a specified opt-in/opt-out time period or possible opt-out credit. The Employer may at any time delete an insurance benefit from the flexible benefit plan. However health, dental, vision, and life insurance shall not be deleted.

RETIREMENT

Section 15.0. Deferred Compensation Plan. Employees covered by this Agreement may participate in the County's 457 Deferred Compensation Plan.

Section 15.1. Calhoun County Defined Benefit Pension Plan.

(A) Bargaining unit employees hired between May 18, 2001 and December 31, 2005, and those hired before May 18, 2001 who made an authorized election to participate in the Calhoun County Defined Benefit Pension Plan (1% multiplier) shall participate as a condition of employment. Participants in the Defined Benefit Pension Plan (1% multiplier) are required to contribute five percent (5%) of compensation on a bi-weekly basis to the Plan, with the Employer making such additional contributions as may be required to fund the Plan on an actuarially determined basis. Normal retirement benefits shall be equal to 1% of final average monthly compensation multiplied by years of credited service, as defined by and subject to the terms, conditions and limitations set forth in the Plan, as it may be amended from time to time. Participation begins immediately upon employment.

(B) Bargaining unit employees hired after December 31, 2005, and those hired before that date who made an authorized election to participate in the Calhoun County Defined Benefit Pension Plan, as amended (2% multiplier) shall participate as a condition of employment. The Employer's contributions to the Calhoun County Defined Benefit Pension Plan, as amended, on behalf of participants shall be determined on an annual actuarially determined basis, not to exceed 7.0% of an employee's compensation (as defined under the Plan). Each participating employee shall contribute 8.5% of their compensation (as defined under the Plan) until such time that the Employers 7% cap has been reached, at which time any additional amounts required to fund the specified plan benefits will be borne by the Employee.

Normal retirement benefits shall be equal to 1% of final average compensation, multiplied by years of credited service (including any additional credited service purchased by the participant) for years ending before 2006; plus 2% of final average compensation, multiplied by years of credited service for years ending after 2005. Participating employees that had attained 30 years of service credit prior to January 1, 2006 will be eligible for a late retirement benefit calculation as defined under the Plan. All benefits shall be defined by and subject to the terms, conditions and limitations set forth in the Plan, as it may be amended from time to time.

All forfeitures due to non-vesting shall accrue to the Employer.

Section 15.2. Calhoun County 401(k) Savings Plan.

(A) During the term of this Agreement, bargaining unit employees hired prior to May 18, 2001, who elected not to participate in the Defined Benefit Pension Plan may continue to participate in the Calhoun County 401(k) Savings Plan, as amended, according to its terms, instead of participating in the Defined Benefit Pension Plan. The Employer's annual contribution on behalf

of such employees shall be equal to each participating employee's contribution up to a maximum of five percent (5%) of the employee's base wages. After a participating employee has attained five (5) years of service, the Employer will contribute an additional 2% of the employee's base wages to the plan if the employee is contributing a minimum of 5% to the plan. There shall be immediate vesting in all amounts contributed by the employee, and vesting in the amounts contributed by the Employer shall be according to a schedule of forty percent (40%) after two (2) full years of service, sixty percent (60%) after three (3) full years of service, eighty percent (80%) after four (4) full years of service, and one hundred percent (100%) after five (5) full years of service. For purposes of vesting, all service with the Employer since January 1, 1989 shall be counted.

(B) Bargaining unit employees participating in the Defined Benefit Pension Plan (1% multiplier) may also participate in the Calhoun County 401k Savings Plan, as amended, according to its terms, during the term of this Agreement. The Employer's annual contribution on behalf of each such employee shall be equal to the elective deferrals made by the employee during the plan year, up to a maximum Employer contribution equal to seven percent (7%) minus the amount the Employer contributes to fund the Defined Benefit Pension Plan expressed as a percent of covered payroll. Contributions to the employee's 401(k) shall be made bi-weekly by the employee and the Employer.

All forfeitures due to non-vesting shall accrue to the Employer.

COMPENSATION

Section 16.0. Salary Ranges. There shall be two classifications for assistant prosecutors and separate salary schedules are established as set forth in Appendix A.

Effective January 1, 2016, add 1.5% across the board to salary rates from the 2015 wage schedule.

Effective January 1, 2017, add 2% across the board to salary rates from the 2016 wage schedule.

If the Prosecuting Attorney determines there is a need to reduce the budget further, a Special Conference will be scheduled to discuss staffing options, such as furlough days.

Section 16.1. Advancement within Salary Range. Advancement from one pay step to the next in the applicable salary range shall normally occur upon completion of a full year of service in the applicable classification. However, the Prosecutor may, at his/her sole discretion, increase or reduce the salary level of an employee within the salary schedule assigned to such employee's classification with the approval of the County Administrator/Controller. Upon promotion, an employee's new rate shall be the lowest rate which will assure a higher rate throughout the year than the employee would have received without the promotion. An employee who is demoted shall be paid at the rate that would have applied if all of the employee's bargaining unit service

had been in the lower classification. Salary rate changes shall be effective the first day of the payroll period following the occurrence causing the change. Promotions to and demotions from the Assistant Prosecutor II classification shall be at the sole discretion of the Prosecutor.

Section 16.2. Direct Deposit. All current and new employees are required to be paid by direct deposit.

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 shall pay for Assistant Prosecuting Attorneys' membership in the Calhoun County Bar Association.

Section 17.1. Payment at Death of an Employee. Wages and paid time off 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.

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. Termination of Employment.

(A) It is hereby agreed and understood by all parties to this contract that Assistant Prosecuting Attorney positions are by appointment of the Prosecutor and that all such persons serve at the sole pleasure and discretion of the elected Prosecutor as provided in MCL 49.35; MSA 5.795, and that any disciplinary matter is not grievable nor subject to arbitration.

(B) If an Assistant Prosecuting Attorney who has completed at least five (5) years of service is not re-appointed, including but not limited to those situations involving periodic succession of the Prosecuting Attorney, or has his/her appointment withdrawn at any time by the Prosecuting Attorney, and his/her termination from employment is for anything other than death, retirement, or voluntary resignation, and the employee executes a waiver of any and all claims against the Employer, in a form approved by the Employer, the employee will be provided salary continuation for a period of four (4) work weeks (i.e., 160 hours for full-time employees, and a pro-rated share for part-time employees) from the date of termination and health insurance continuation for a period of thirty (30) days from the date of termination. The payments will be

made on a bi-weekly basis, subject to normal withholding of taxes and benefit premiums, and is to be made in addition to any PTO benefit payout which may be owed to the employee as of the employee's termination date. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not receiving unemployment compensation during that time.

(C) If an Assistant Prosecuting Attorney who has completed at least ten (10) years of service is not re-appointed, including but not limited to those situations involving periodic succession of the Prosecuting Attorney, or has his/her appointment withdrawn at any time by the Prosecuting Attorney, and his/her termination from employment is for anything other than death, retirement, or voluntary resignation, and the employee executes a waiver of any and all claims against the Employer, in a form approved by the Employer, the employee will be provided salary continuation for a period of six (6) work weeks (i.e., 240 hours, and a pro-rated share for part-time employees) from the date of termination and health insurance continuation for a period of forty five (45) days from the date of termination. The payments will be made on a bi-weekly basis, subject to normal withholding of taxes and benefit premiums, and is to be made in addition to any PTO benefit payout which may be owed to the employee as of the employee's termination date. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not receiving unemployment compensation during that time.

(D) If an Assistant Prosecuting Attorney who has completed at least fifteen (15) years of service is not re-appointed, including but not limited to those situations involving periodic succession of the Prosecuting Attorney, or has his/her appointment withdrawn at any time by the Prosecuting Attorney, and his/her termination from employment is for anything other than death, retirement, or voluntary resignation, and the employee executes a waiver of any and all claims against the Employer, in a form approved by the Employer, the employee will be provided salary continuation for a period of eight (8) work weeks (i.e., 320 hours, and a pro-rated share for part-time employees) from the date of termination and health insurance continuation for a period of sixty (60) days from the date of termination. The payments will be made on a bi-weekly basis, subject to normal withholding of taxes and benefit premiums, and is to be made in addition to any PTO benefit payout which may be owed to the employee as of the employee's termination date. In addition, such salary and fringe
benefit continuation is subject to and contingent upon the employee not receiving unemployment compensation during that time.

(E) Notwithstanding the foregoing, no salary continuation shall be paid to employees whose separation from employment is due to disciplinary action, or is due to his/her: commission of a felony, high misdemeanor, misdemeanor, violation of Calhoun County policy, dishonest conduct/behavior, conduct/behavior that is unbecoming/disrespectful/detrimental to the Office of the Prosecuting Attorney, or in any case in which an employee's license to practice law within Michigan could be suspended or revoked.

1. "Disciplinary action" is further defined as: "the Prosecuting Attorney's good faith dissatisfaction with the performance of an Assistant Prosecuting Attorney."

2. The Prosecuting Attorney's good faith dissatisfaction with the performance of the employee may be evidenced by written notice at any time, at least thirty (30) days prior to termination, but no more than one year (365 days) prior to termination. The written notice may include a time frame, given by the Prosecuting Attorney, in which the employee must cure the dissatisfying behavior.

3. After receiving written notice regarding the Prosecuting Attorney's dissatisfaction with the employee's performance, the employee may at any time request a meeting with the Prosecuting Attorney to discuss curing the dissatisfaction. The employee may at his/her election be accompanied by a member of the APAA bargaining unit.

4. As stated in paragraph "A." of this section, termination due to "disciplinary action" shall not be grievable nor subject to arbitration.

Section 17.4. Address Change. All employees shall promptly notify the Prosecutor and the Human Resources Department via E-Suite of any change in name or address.

Section 17.5 Appointment of Emergency Manager. An emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. Provisions required by this subsection are prohibited subjects of bargaining under this act.

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, 2016, and remain in full force and effect through December 31, 2017 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

Derek King
Chairperson, Board of Commissioners

David Gilbert
County Prosecutor

Kelli D. Scott
Administrator/Controller

Kim Archambault
HR & Labor Relations Director

Date: 2/22/16

FOR CALHOUN COUNTY ASSISTANT PROSECUTING ATTORNEYS ASSOCIATION

Dana Porter

James Jordan

Christopher Baldwin

Date: 2-23-16

APPENDIX A

The following rates shall be the minimum applicable rates effective January 1 of each year:

2016 Compensation Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
APA I	52,657	56,341	60,285			
APA II	65,577	70,167	75,080	80,337	85,957	92,431

2017 Compensation Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
APA I	53,447	57,186	61,189			
APA II	66,889	71,570	76,581	81,944	87,676	94,280

Within sixty (60) days prior to the date when the APA would be eligible to move to the next step in the salary pay scale, the APA may notify the Prosecuting Attorney in writing, and request a meeting to determine if the Prosecuting Attorney will be approving the move to the next step in the salary pay scale. Upon receipt of the written notice the Prosecuting Attorney will either:

1. Set up a meeting with the APA. Said meeting should be set prior to the eligibility date to move to the next step in the salary pay scale. Said meeting may be held after the eligibility date if insufficient notice is given.

OR

2. Respond, in writing or verbally, to the APA that the APA will or will not be moved to the next step in the salary pay scale.

Note: A decision of the Prosecuting Attorney not to approve the move to the next step in the salary pay scale will not change the employment "anniversary date" of the APA for the purpose of paid time off, 401(k), Defined Benefit, or future step increases in the salary pay scale.