



# Collective Bargaining Agreement

Between

County of Allegan / Prosecuting Attorney

And

Assistant Prosecuting Attorney Employees'  
Association

January 1, 2017

Through

December 31, 2019

## AGREEMENT

This AGREEMENT, effective January 1, 2017, and entered into as of the 1st day of January 2017, by and between the PROSECUTING ATTORNEY and ALLEGAN COUNTY (collectively the “Employer”) and the ASSISTANT PROSECUTING ATTORNEY EMPLOYEES’ ASSOCIATION (“Bargaining Unit” or “ACAP”).

## PREAMBLE

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours, and working conditions of the employees of the County covered by this Agreement, and that all such understandings must be written to be mutually binding.

The agreements concerning wages, hours, and working conditions and statement of wages and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all Employee benefits for those Employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the County without limit or exception including but not limited to County Pension Programs, Wage Statements, Fringe Benefits Statements, or Employee Personnel Booklets. All Employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by ACAP.

## Article 1 RECOGNITION

Section 1.1. Collective Bargaining Unit. In accordance with Act No. 176 of the Public Acts of 1939, as amended, and Act No. 336 of the Public Acts of 1947, as amended, ACAP is recognized as the exclusive bargaining agent for all employees of the Employer in the following described collective bargaining unit, but such recognition shall not diminish the lawful and constitutional authority of the County Prosecutor nor the statutory authority of the County Prosecutor nor the statutory authority of the County Board of Commissioners.

All full-time and regular part-time assistant prosecuting attorneys employed by the County of Allegan and the Allegan County Prosecuting Attorney, who normally work at least twenty (20) hours per week, but excluding the chief assistant prosecuting attorney, all part-time and temporary assistant prosecuting attorneys and all other employees.

## Article 2 ACAP REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee composed of three (3) employees from the bargaining unit, one of which shall be the Spokesperson. Members of the Committee shall be elected or appointed by ACAP, in accordance with its internal procedure. The function of the Committee shall be to meet with Employer representatives for purposes of negotiating modifications to this Agreement.

Section 2.2. Grievance Representation. The Spokesperson or alternate shall represent the employees in grievances and other employee matters on behalf of the employees in any step of the grievance procedure provided herein. Grievances resolved at any step of the grievance process shall be final and binding upon all parties.

Section 2.3. Spokesperson. The Employer shall recognize a Spokesperson and one (1) alternate elected or appointed from the bargaining unit for purposes of collective bargaining and grievance administration. The duties of the Spokesperson or the alternate shall include attendance at Employer-Unit meetings, grievance investigating and administration in accordance with the grievance procedure and to receive and transmit communication between ACAP and the Employer. ACAP shall notify the Employer in writing of the name of the Spokesperson and / or alternate before recognition shall be given.

Section 2.4. Notice of Representatives. The Bargaining Unit shall notify the Employer in writing of the names of its employee representatives before such employee shall be recognized by the Employer.

Section 2.5. Reporting. An employee representative shall first receive authorization from the Prosecuting Attorney or his designee to leave her/his workstation for purposes of grievance administration and shall report back to work promptly when her/his part in the grievance adjustment has been completed.

### Article 3 EMPLOYER'S RIGHTS

#### Section 3.1. Management's Reserved Rights.

1. ACAP hereby recognizes and agrees that the County of Allegan, acting through its elected Board of Commissioners, is charged with certain powers, rights, authority and duties which are conferred upon the County by law and cannot be delegated. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County of Allegan in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment, machines, and facilities required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; and in all respects to carry out the ordinary and customary functions of County government. ACAP acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement, all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer and shall not be subject to arbitration.

2. The Prosecuting Attorney is the one elected official in the State of Michigan identified in law as the "chief law enforcement official of the County." The Prosecuting Attorney is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him or any member of his professional staff. This Agreement,

based on the discretionary nature of the Employees' positions, recognizes the high levels of trust and confidence that are necessary to maintain a sound working relationship between the Prosecuting Attorney and the Employees covered under this Agreement.

3. The Prosecuting Attorney, on his own behalf and on the behalf of the people of the County, herein retains and reserves unto himself and his office, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Prosecuting Attorney's office. The exercise of these powers, rights, authority, duties, and responsibilities by the Prosecuting Attorney and the adoption of such rules, regulations, and policies as the Prosecuting Attorney may deem necessary, may be limited only by the specific and expressed terms of this Agreement.

4. The Prosecuting Attorney retains all rights provided by law, which include but are not limited to those listed here:

a. To manage and operate the office of the Prosecuting Attorney and its business and to maintain order and efficiency in its operation.

b. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this agreement is subject to commencement and termination at the will of the Prosecuting Attorney.

c. To promote, demote, discipline, or suspend employees covered by this Agreement.

d. To install, modify, or change methods of operations, work schedules, and work assignments.

e. To approve time off and vacation, and to withhold time off or vacations if deemed necessary for the proper functioning of the office.

5. In the event any discipline is imposed against any employee because of an infraction of Employer work rules, neither ACAP nor the employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.

6. Should any employee be disciplined for causes not covered by the aforesaid work rules, then ACAP and/or employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

Article 4  
GRIEVANCE PROCEDURE

Section 4.1. Definitions.

1. Definition of Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an Employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

2. Definition of Day. For all purposes in this Article any reference to the word “day” shall be interpreted to mean “work day.”

Section 4.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step One. Oral Procedure. An Employee with a complaint concerning the application or interpretation of this Agreement shall present the matter to the Chief Assistant Prosecuting Attorney within five (5) days after the occurrence of the events upon which the complaint is based or the Grievant's knowledge thereof. The Chief Assistant Prosecuting Attorney and the Grievant shall discuss the matter in an attempt to reach satisfactory resolution, but the Chief Assistant Prosecuting Attorney shall give an oral answer to the complaint within three (3) days after receipt of the oral complaint. The Spokesperson or alternate may be present if desired.

Step Two. Written Procedure. If the complaint is not satisfactorily settled or no response is made to an oral complaint, an Employee may advance the complaint by reducing it to a written grievance and submitting it to the Prosecuting Attorney within five (5) days from the day after Step One response to the events upon which the grievance is based. The written grievance shall state the facts, including dates, upon which the grievance is based, list the sections of the Agreement allegedly violated, and place his/her signature thereon. The Prosecuting Attorney shall place his/her answer on the grievance form and return it to the Employee within five (5) days after receipt of the written grievance.

Section 4.3. Grievance Resolution. The Prosecuting Attorney shall make the final decision on any grievance. Prior to the resolution of any grievance that will have a financial impact on the County, the Prosecuting Attorney shall consult with the Human Resources Director, or his/her designee, before rendering a final decision on the grievance. All resolutions of grievances and complaints shall be reduced to writing and the County Human Resources Department shall be provided with a copy of the same.

Section 4.4. Time Limitations. The time limits established in the grievance and arbitration procedure shall be followed by the parties and Employees. If the time procedure is not followed by ACAP or Grievant, the grievance shall be considered settled in accordance with the last disposition rendered. Saturday, Sunday and recognized holidays shall not be counted under the

time procedure established herein. The time limits established herein may be extended by mutual agreement of the parties provided it is reduced to writing and the period of extension specified.

Section 4.5. Lost Time. The Employer agrees to pay for all reasonable time lost by an Employee during her/his regularly scheduled working hours while processing a grievance in accordance with the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if it is being abused. Lost time shall be compensated at the Employee's straight time regular rate of pay.

Article 5  
SPECIAL CONFERENCES

Section 5.1. Special Conferences. Special conferences for discussions between the parties on matters of mutual concern may be scheduled at times mutually agreeable. Special conferences shall not be used for the purpose of negotiating modifications to this Agreement.

Article 6  
STRIKES AND LOCKOUTS

Section 6.1. Application of Uniform CBA Supplement. Article 1 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 7  
LEAVES OF ABSENCE

Section 7.1. Application of Uniform CBA Supplement. Article 5 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 8  
PAID TIME OFF

Section 8.1. Application of Uniform CBA Supplement. Article 3 of the Employer's Uniform CBA Supplement is incorporated by reference. For purposes of that Article:

The date for use in the "Seniority Preference for PTO Requests" provision is April 1.

Article 9  
HOLIDAYS

Section 9.1. Application of Uniform CBA Supplement. Article 4 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 10  
PENSION

Section 10.1. Application of Uniform CBA Supplement. Article 8 of the Employer's Uniform CBA Supplement is incorporated by reference.

Article 11  
INSURANCE

Section 11.1. Application of Uniform CBA Supplement. Article 6 of the Employer's Uniform CBA Supplement is incorporated by reference.

With regard to the Uniform CBA Supplement, employees in this bargaining unit are also subject to the following:

Employees who qualify for FMLA leave and Short Term Disability benefits will be required to use PTO during their qualifying week of at least 50% of their normal scheduled work hours. Following weeks of leave, employees will be required to use PTO as necessary to cover insurance deductions or at least those hours accrued on that pay period.

Article 12  
GENERAL

Section 12.1. Application of Uniform CBA Supplement. Article 7 of the Employer's Uniform CBA Supplement is incorporated by reference.

With regard to the Uniform CBA Supplement, employees in this bargaining unit are also subject to the following:

Section 7.1 and Section 7.2 do not apply.

Article 13  
HOURS AND WAGES

Section 13.1. Application of Uniform CBA Supplement. Article 2 of the Employer's Uniform CBA Supplement is incorporated by reference. For purposes of that Article:

The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week.

Employees in this bargaining unit shall be covered by and paid in accordance with Appendix "A" made up of 1) the attached list of job classifications and pay grades; and 2) the attached Employer compensation schedule of annual steps.

Either the Employer or the Bargaining Unit, by giving written notice to the other party at least 60 calendar days prior to December 31, 2018, may reopen this Section solely for the purpose of negotiating the subject of an across-the-board adjustment to wages for 2019.

With regard to the Uniform CBA Supplement, employees in this bargaining unit are also subject to the following:

Section 2.3 and Section 2.6 do not apply.

Section 13.2. Weekly Duty Prosecutor. Assistant Prosecutors covered by this Agreement shall be available to police agencies for telephone inquiry, search and arrest warrant preparation, weekend arraignments and on site crime scene assistance after traditional office hours, on weekends, and holidays. The Prosecuting Attorney will prepare a duty roster annually which will detail one Assistant Prosecutor for each week. A copy of the duty roster will be published and provided to each Assistant Prosecutor. If the detailed Assistant Prosecutor wishes or needs to make changes or substitutions to the duty roster, the change/substitution must be approved by the Prosecuting Attorney or his/her designated representative at least fifteen (15) days prior to the assigned week.

If the Assistant Prosecutor is at home he/she must respond to a telephone inquiry or personal visit. In consideration for the duty performed, the Assistant Prosecutor who performs the duty will receive one (1) full day off per weekly duty, which must be used within the next forty-five (45) day period with approval from the Prosecuting Attorney. This time off will not be credited against PTO nor will there be restrictions imposed upon when the day may be taken, other than what is stated above. Unused duty time off shall have no cash value upon termination of employment and may not be banked. Weekly duty days can only be used in half-day or full-day increments.

Additional duty time off may be awarded by the Prosecuting Attorney in the event special after-hours duties arise, including, but not limited to police officer training. Should a weekly duty prosecutor be required to work on a recognized holiday for court duty that is not emergency in nature (for example, a scheduled hearing), the Prosecuting Attorney will consider granting additional time off to be used as specified in this section of the Agreement.

Section 13.3. Work Schedules. The Prosecuting Attorney shall establish work schedules for each member of the bargaining unit. However, as professional exempt employees, ACAP recognizes that the employee's work is related more to responsibilities than hourly schedules and therefore each employee's work schedule may be flexible and varied with relevance to the responsibilities assigned.

Section 13.4. Leaving the Premises. Employees who must leave the premises at any time for any reason shall inform the Prosecuting Attorney or designee of the reason for leaving, destination, and estimated return time.

Section 13.5. Promotions. As professional employees within the Prosecuting Attorney's Office, all members of the bargaining unit shall be considered for advancement to open positions of higher pay and greater responsibility, but such advancement shall be at the sole and absolute discretion



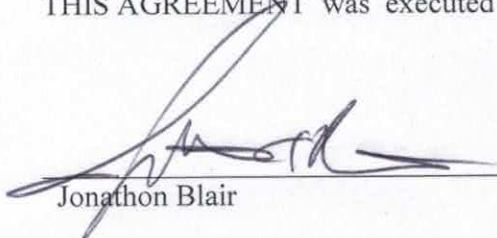
of the Prosecuting Attorney and with the positions and funding on approval by the County Board of Commissioners.

Section 13.6. Professional Memberships and Dues. The Employer shall pay dues to the Michigan State Bar and the Prosecuting Attorneys Association of Michigan for each full-time and regular part-time employee.

Article 14  
DURATION OF AGREEMENT

Section 14.1. Term of Agreement. This Agreement shall become effective as of January 1, 2017, and shall remain in full force and effect through the 31st day of December 2019 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement.

THIS AGREEMENT was executed by the parties the date and year above written.

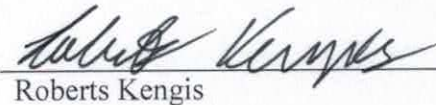


Jonathon Blair

1-22-18

Date

ALLEGAN COUNTY ASSISTANT PROSECUTORS (ACAP)

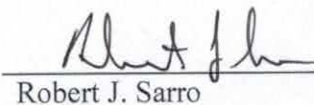


Roberts Kengis

1-22-18

Date

ALLEGAN COUNTY PROSECUTING ATTORNEY



Robert J. Sarro

1-22-18

Date

ALLEGAN COUNTY



# ALLEGAN COUNTY

*Uniform*

*Collective Bargaining Agreement*

*Supplement*

January 1, 2017

Through

December 31, 2019

## DEFINITIONS

Definition of "Union". For purposes of this Uniform Collective Bargaining Agreement Supplement, the term "Union" means a bargaining unit's exclusive bargaining representative under state labor law, regardless of whether it is an independent association or part of a statewide or nationwide labor organization.

## ARTICLE 1 STRIKES AND LOCKOUTS

Section 1.1. No Strike and No Lockout. The Union agrees that, during the life of this Agreement, neither the Union nor its agents or members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike, including sympathy strikes. The Employer agrees that during the same period there shall be no lockouts. Likewise, it is understood and agreed that the Union and employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 1.2. Penalty. Individual employees, or groups of employees, who instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 1.1 above may be disciplined or discharged in the sole discretion of the Employer.

## ARTICLE 2 HOURS AND WAGES

Section 2.1. Job Classifications and Wages. The job classifications and wages in the Employer's Pay Plan applicable to each specific bargaining unit are set forth in Appendix "A" attached to each Unit Agreement and by this reference made a part thereof. The wages set forth in Appendix "A" to the Unit Agreement reflect the following increase:

January 1, 2017 – 1%

Annual wage increases shall be effective at the start of an employee's first full shift after 12:00 midnight January 1 of each year. Step increases shall be effective at the start of an employee's first full shift on or after 12:00 midnight January 1 or 12:00 midnight July 1 of each year depending on the employee's anniversary date.

Employees starting between January 1 and June 30 shall advance to the next step effective the succeeding January 1 and the employee's anniversary date shall thereafter be January 1. Employees starting between July 1 and December 31 shall advance to the next step effective the succeeding July 1 and the employee's anniversary date shall thereafter be July 1.

Section 2.2. Normal Work Day and Work Week. The normal work day shall consist of the hours per day specified in the applicable Unit Agreement. The normal work week or tour of duty shall consist of the hours per week or tour of duty specified in the applicable Unit Agreement. However, nothing contained herein shall be construed as a guarantee of those amounts of hours of work or pay per work day or work week or tour of duty. The Employer expressly reserves the right to close

certain or all departments for individual days in a given week for an entire week or weeks. The Employer expressly reserves the right to close any part of the Employer for individual days in a given week for an entire week or weeks. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage. The Employer reserves the right to reduce certain or all classifications or to reduce the hours worked in one or all classifications. The Employer reserves the right to change an employee's work shift when such is warranted due to operational necessities.

Section 2.3. Break Periods. Employees shall be entitled to break periods at or near the midpoint of each half shift and another break period for lunch at or near the midpoint of their shift. The duration of such breaks shall be as specified in the applicable Unit Agreement. It is understood and agreed that the timing of the break periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an employee to take a break period until the urgent or critical aspects of the job then being performed have been completed, and on occasion, an employee may miss a given break period. Non-supervisory employees must inform their supervisor when departing the work area to go on break or for personal reasons.

Section 2.4. Premium Overtime Pay. Non-exempt employees who work in excess of the hours per week or tour of duty specified in the applicable Unit Agreement shall be paid for all such hours worked at one and one-half (1.5) times their regular straight time hourly rate.

Section 2.5. Compensatory Time Off. Non-exempt employees may choose compensatory time off at the rate of time and one-half (1.5) for each hour of overtime worked. Compensatory time off accrual shall be capped at the number of hours per employee specified in the applicable Unit Agreement, and any overtime worked will be paid in cash to an employee with a compensatory time off bank equal to or greater than the cap. Compensatory time off shall only be used at a time mutually agreeable to both the Employer and employee.

Section 2.6. Reporting to Work. Employees shall be at their work station at their posted starting time of their shift and not leave, without Employer permission, until their posted quitting time of their shift.

Section 2.7. Leaving the Premises. Employees who must leave the premises at any time for any reason shall inform their supervisor of their reason for leaving, destination and estimated return time and, unless otherwise provided in the applicable Unit Agreement, shall secure such supervisor's permission prior to leaving.

Section 2.8. Call-In Pay. If provided by the applicable Unit Agreement, call-in pay shall be paid as set forth in such Unit Agreement.

Section 2.9. Closure Pay.

1. For the purpose of determining "Closure Pay," County closure conditions shall begin and end at the times stated within the Board Chairperson's (or designee's) written declaration and

termination of closure conditions. The closure may be declared for specific areas, buildings, or organization-wide and may be declared at any time.

2. Employees scheduled to work that were directed not to report to work due to declared closure conditions shall receive their regular straight time hourly rate for time scheduled.

3. Employees scheduled and required to work who did not report to work shall be charged leave time (PTO, Compensatory Time Off) for their scheduled shift. If the employee does not have leave time available the time shall be considered unpaid.

4. Hourly employees scheduled and required to work that did report to work shall receive one and one half (1.5) times their regular straight time hourly rate for time worked.

5. Hourly employees not scheduled to work, who were called into work and reported to work, shall receive one and one half (1.5) times their regular straight time hourly rate for time worked (minimum two hours.)

6. Employees who were off due to pre-authorized leave (PTO, Compensatory Time Off, unpaid leave, etc.) shall utilize the appropriate leave time as it was originally approved.

7. Employees not scheduled to work who did not work shall not receive closure pay.

Section 2.10. Workers' Compensation Supplement. When an employee is absent from work due to an illness or injury arising out of and in the course of his or her employment and which is compensable under the Michigan Workers' Compensation Act, the employee shall receive full salary from the Employer for the first seven (7) days. After the first seven (7) days, the Employer shall provide the difference between the daily benefit and daily salary to a maximum of 52 consecutive weeks from the time of illness or injury. The Employer agrees to continue its applicable contribution toward health, dental and vision insurance premiums during this consecutive 52-week period provided that the employee contributes his or her applicable contribution toward the premiums. FMLA-qualifying leaves will run concurrently with workers' compensation leaves.

Section 2.11. No Compounding of Premium Pay. Overtime pay and/or any other form of premium pay provided in this Agreement shall not be stacked, compounded or pyramided. The amount earned for any hour worked and/or paid shall in no circumstance exceed 1.5 times the employee's normal hourly wage.

### ARTICLE 3 PAID TIME OFF

Section 3.1. PTO Options. All employees shall choose one time between two options of PTO banks. This selection occurred prior to January 1, 2015, for all current employees; new employees are offered a choice upon hire. The options are as follows:

Option 1:

1. Advance of Paid Time Off: On the first payroll of each year, full-time employees shall be credited with an advance of fifty-two (52) hours of paid time off (PTO). On the first payroll of each year, regular part-time employees shall be credited with an advance of thirty-four (34) hours of paid time-off. An employee starting work after January 1 shall receive a prorated advance of PTO based on the number of months remaining in the year. An employee must work on or before the 15th of the month to receive advanced PTO for the month.

2. Payback of Advanced PTO: An employee terminating employment prior to the end of the year shall be charged back for any unearned advanced PTO at the rate of 2.00 hours per pay period for full-time employees and 1.31 hours per pay period for regular part-time employees. An employee must terminate employment with the Employer on or after the 15th of the month to earn advance PTO hours for the month.

3. Separation: Upon separation from employment, an employee shall receive full pay (100%) for unused accumulated PTO hours up to a maximum of two hundred forty (240) hours. Anyone that has over two hundred forty (240) hours at the time of separation shall lose any hours beyond the two hundred forty (240) hour limit. No one may use the PTO beyond his or her "last day worked." Compensation for unused PTO hours shall be paid at the pay rate in effect on the employee's last working day.

4. Accumulation of Paid Time Off (PTO) Hours: The amount of PTO carried forward into a new payroll year is limited to a maximum of two hundred forty (240) hours. Each payroll year, employees must use or lose one-half (1/2) of the PTO hours earned in the payroll year or they shall be subject to forfeiture.

5. Pay Off of Unused PTO Hours: If, at the end of a payroll year, an employee has more than two hundred forty (240) hours of unused PTO, excluding PTO hours forfeited, the employee shall be compensated for the hours in excess of two hundred forty (240) no later than February 28th of the following year. Compensation for these PTO hours shall be paid at the employee's pay rate in effect on December 31st.

Option 2:

1. Advance of Paid Time Off: On the first payroll of each year, full-time employees shall be credited with an advance of eighty-four (84) hours of paid time off (PTO). On the first payroll of each year, regular part-time employees shall be credited with an advance of fifty-four (54) hours of paid time-off. An employee starting work after January 1 shall receive a prorated advance of PTO based on the number of months remaining in the year. An employee must work on or before the 15th of the month to receive advanced PTO for the month.

2. Paybacks of Advanced PTO: An employee terminating employment prior to the end of the year shall be charged back for any unearned advanced PTO at the rate of 3.23 hours

per pay period for full-time employees and 2.08 hours per pay period for regular part-time employees.

3. Separation: Upon separation from employment, an employee shall receive half pay (50%) for unused accumulated PTO hours up to a maximum of one hundred sixty (160) hours. Anyone that has over three hundred twenty (320) hours at the time of separation shall lose any hours beyond the one hundred sixty (160) hours which is the payout limit. No one may use the PTO beyond his or her “last day worked.” Compensation for unused PTO hours shall be paid at the pay rate in effect on the employee’s last working day.

4. Accumulation of Paid Time Off (PTO) Hours: The amount of PTO carried forward into a new payroll year is limited to a maximum of three hundred twenty (320) hours. Each payroll year, employees must use or lose one-half (1/2) of the PTO hours earned in the payroll year or they shall be subject to forfeiture.

5. Pay Off of Unused PTO Hours: If, at the end of a payroll year, an employee has more than three hundred twenty (320) hours of unused PTO, excluding PTO hours forfeited, the employee shall be compensated for ½ of the hours in excess of three hundred twenty (320) no later than February 28th of the following year. The other ½ shall be forfeited. Compensation for these PTO hours shall be paid at the employee’s pay rate in effect on December 31st.

Section 3.2. Accrual Rate for PTO: Each full-time employee shall earn “Paid Time Off” at the following rates. Accruals of PTO are earned during a pay period and banked on the scheduled pay date for that pay period.

| <u>YEAR OF EMPLOYMENT</u> | <u>PTO HOURS EARNED PER PAYPERIOD</u> |
|---------------------------|---------------------------------------|
| First                     | 1.54                                  |
| Second                    | 3.08                                  |
| Third                     | 3.39                                  |
| Fourth                    | 3.70                                  |
| Fifth                     | 4.00                                  |
| Sixth                     | 4.31                                  |
| Seventh                   | 4.62                                  |
| Eighth                    | 4.93                                  |
| Ninth                     | 5.23                                  |
| Tenth                     | 5.54                                  |
| Eleventh                  | 5.85                                  |
| Twelfth and Beyond        | 6.16                                  |

When an employee reaches the anniversary date for the next higher rate of PTO accrual, earning at the new rate shall begin on the next pay period following the employee’s anniversary.

Section 3.3. Regular Part-Time Employees: Regular part-time employees working twenty (20) or more hours per week earn PTO at a rate proportionate to their paid hours.

Section 3.4. Holidays: If a holiday falls within an employee's PTO period, it shall not be deducted from the PTO balance unless the employee was scheduled to work on the holiday.

Section 3.5. Leave Of Absence: PTO hours do not accrue during an employee's unpaid leave of absence, or beyond the twelve (12) weeks of a qualified FMLA leave.

Section 3.6. Introductory/Probationary Period: PTO shall be permitted during an employee's introductory or probationary period.

Section 3.7. PTO Schedules. PTO for other than emergency or unforeseen illness must be approved in advance by the Employer. The Employer shall determine the number of employees who can be excused from work for PTO purposes at any one time and shall prepare schedules accordingly. It shall be the practice of the Employer to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. PTO may not be used, at any time, in increments of less than one-quarter (1/4) hour.

Section 3.8. Seniority Preference for PTO Requests. If two or more employees request permission to use their PTO at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for PTO prior to the day of the year specified in the applicable Unit Agreement, preference shall be given to the employees with the greatest amount of seniority. As among those who do not make their wishes known prior to that day of the year, preference shall be given in order of receipt by the Employer of the written requests for PTO. In the event an employee cancels his or her PTO, among those who wish to reschedule their PTO preference shall be given to the employees with the greater amount of seniority.

#### ARTICLE 4 HOLIDAYS

##### Section 4.1. Recognized Holidays.

New Year's Day  
Martin Luther King's Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day



When a recognized holiday falls on Saturday a full day off will be granted on Friday. When Christmas Eve or New Year's Eve falls on Friday a full day off will be granted on Thursday. When Christmas Eve or New Year's Eve falls on Sunday a full day off will be granted on Tuesday. When a recognized holiday falls on Sunday a full day off will be granted on Monday. However, for employees regularly assigned to a shift within a 24/7 schedule, recognized holidays shall be observed on the actual date of the holiday.

Section 4.2. Eligibility for Holiday Pay. To be eligible for holiday pay an employee must be a member of the bargaining unit as of the date the recognized holiday is observed and must have worked a full work day the last day the employee was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day(s) is otherwise compensated by the Employer for PTO, compensatory time off, bereavement leave or Worker's Compensation supplement. Receipt of disability insurance payments or Worker's Compensation payments without the supplement shall not be considered as compensation from the Employer. Unless otherwise provided above, holiday pay is not paid during any leave of absence.

Section 4.3. Holiday Pay. Holiday pay will be paid to eligible regular full-time employees based on their regularly scheduled work day of 8, 10, or 12 hours at their straight-time rate of pay. Eligible regular part-time employees will receive holiday pay only if they are normally scheduled to work that day and only for the hours they would have worked. Holiday pay is not considered work hours/time. However, in lieu of such holiday pay, an employee who regularly works an 84-hour tour of duty may request to take a regularly scheduled work day off within the same pay period as the holiday. Upon Employer approval, this day off shall be considered work hours/time. Holiday pay is not considered premium pay for purposes of the "No Compounding of Premium Pay" provision.

Section 4.4. Holiday Work. When an eligible non-exempt employee works on the day a recognized holiday is observed, the employee shall be paid one and one-half (1.5) times their straight-time hourly rate for the hours actually worked (in addition to the holiday pay provided in the preceding section). In lieu of monetary compensation for such holiday worked, non-exempt employees may choose compensatory time off at the same rate noted above.

## ARTICLE 5 LEAVES OF ABSENCE

Section 5.1. General. A leave of absence is an absence from work with or without pay that is authorized in writing. The following subsections apply to all leaves of absence to the fullest extent consistent with applicable law.

a. Unless otherwise authorized by contract, if the duration of any leave of absence exceeds 12 weeks in any 12-month period without the express written approval of the Employer, the employee may be terminated from employment with automatic loss of seniority. All leave requests shall state the exact date the leave begins and the exact date the employee is to return to work.

b. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee may be terminated from employment without recourse.

c. Failure to return to work on the exact date scheduled may be cause for termination of employment at the sole discretion of the Employer.

d. Employees shall not accept employment while on a leave of absence unless approved in advance in writing by the Employer. Acceptance of other employment or working for another employer while on a leave of absence without such approval may result in termination of employment.

Section 5.2. Personal Leave. The Employer may grant a leave of absence for personal reasons not to exceed 30 calendar days at a time and without pay and without loss of seniority. A personal leave shall be granted, denied or extended in the sole discretion of the Employer upon written request which sets forth the reason for such leave. Only non-probationary employees shall be eligible for a personal leave.

Section 5.3. Family and Medical Leave Act (FMLA). Leaves of absence under the FMLA shall be in accordance with the Employer's written FMLA policies and procedures, which shall be in compliance with applicable law. The Employer reserves the right to require an employee to use accumulated paid leave while on FMLA leave. An employee may maintain a bank of 26 hours of PTO while on FMLA leave.

Section 5.4. Military Leave. An employee serving in the armed forces of the United States shall be treated by the Employer as required by applicable law.

Section 5.5. Guard Duty Leave of Absence. An employee who is a member of the National Guard or Reserves who is called for defense training shall be entitled to a leave of absence for whatever is the annual active duty training period. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay, such pay not to exceed two (2) calendar weeks.

Section 5.6. Jury Duty Leave. An employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the court. If the employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an employee who is subpoenaed as a witness in a case in which the employee is not a party and which subpoena is received as a result of his or her work for the Employer. The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to 30 days in any calendar year.

Section 5.7. Disability Leave of Absence. An employee who because of non-work-related accident or illness is physically unable to report for work beyond the time allocated under the

FMLA shall, upon written application and cause shown, be given a leave of absence for the duration of such disability up to a period of 12 months (unless otherwise approved by the Employer), provided that the employee continues to supply the Employer with acceptable medical certification of the necessity for the continued leave of absence. The employee's physician must verify in writing that the employee is fit to return to all normal duties before an employee can return to work at the expiration of the approved leave. Disability due to pregnancy shall be treated as any other medical disability.

Section 5.8. Bereavement Leave. Upon written notification to the Employer, an employee shall be granted paid leave for up to three (3) consecutive regularly scheduled work days within the first thirty (30) calendar days following the death of an employee's immediate family member(s) for the purpose of assisting in the funeral or memorial service arrangements, attending the funeral or memorial service, attending post-funeral or post-memorial service function(s) or arrangement(s), and/or grieving. With the advance approval of the Employer, some or all of these three (3) days may be used in an inconsecutive manner during or after the thirty (30) calendar days following death when unusual circumstances exist.

Upon written notification to the Employer, an employee shall be granted paid leave for one (1) regularly scheduled work day within the first thirty (30) calendar days following the death of an employee's extended family member(s) for the purpose of attending the funeral or memorial service. With the advance approval of the Employer, this day may be used after the thirty (30) calendar days following death when unusual circumstances exist.

Upon written notification to the Employer, an employee shall be permitted to extend their bereavement leave by up to three (3) more consecutive regularly scheduled work days, contiguous to the original leave. The bereavement leave extension shall be charged to the employee's PTO bank. If the employee does not have adequate time available in the PTO bank, the extension shall be considered unpaid leave.

An employee excused from work under the first paragraph of this Section shall, after making notification to the employee's supervisor, receive the amount of straight-time wages (exclusive of shift or any other premiums) that such employee would have earned by working on such scheduled days of work for which such employee was excused.

For purposes of this Section, "immediate family" is defined as the employee's current spouse, child, brother, sister, parent, grandparent or grandchild, including current "step" or "in-law" relations for the same relationships as applicable. "Extended family" is defined as aunt, uncle, niece, nephew or great-grandparent, including current "step" or "in-law" relations for the same relationships as applicable.

## ARTICLE 6 INSURANCE

Section 6.1. Medical, Dental and Vision Insurance. The Employer provides health care coverage for medical, dental and vision for the employee, spouse and children (one-person, two-person and family) subject to the provisions of this Article. Currently the plan options are:

a. PPO Plan 70% (Option 1) – Community Blue PPO (deductibles are \$500/\$1,000 with 70% co-insurance provided after deductible).

b. HDHP HSA Plan 100% (Option 2) – Simply Blue PPO (deductibles are \$2,000/\$4,000 with 100% co-insurance provided after deductible). Deductibles represent the minimum amount required to qualify this High Deductible Health Plan (HDHP) for a Health Savings Account (HSA) subject to IRS requirements. The HDHP for this HSA shall meet and continue to meet all IRS requirements.

c. HDHP HSA Plan 80% (Option 3) – Simply Blue PPO (deductibles are \$2,000/\$4,000 with 80% co-insurance provided after deductible). Deductibles represent the minimum amount required to qualify this High Deductible Health Plan (HDHP) for a Health Savings Account (HSA) subject to IRS requirements. The HDHP for this HSA shall meet and continue to meet all IRS requirements.

1. HSA Deposit: The Employer shall deposit into the employee’s HSA account the excess of the applicable Employer contribution (set forth below) above the costs for medical, dental and vision benefits (based on the illustrative rates determined by the third-party administrator for that year unless otherwise agreed to by the parties in writing). The excess shall be split into 26 equal deposits made through regular payroll commencing with the first regular paycheck issued on or after January 1 of the applicable year.

See the [www.allegancounty.org](http://www.allegancounty.org) site for the Benefits-at-a-Glance summary sheets for each of the plans currently offered.

Section 6.2. Employer Medical Cap. The Employer shall be in compliance with Section 3 of Michigan Public Act 152 of 2011. In addition, it is agreed that the caps contained therein shall apply to the total combined cost of medical benefits. Accordingly, the Employer’s contribution to that combined cost shall be capped at the amounts set forth therein (as adjusted annually by the state treasurer), which for 2017 are \$6,344.80 per year for an employee with single person coverage, \$13,268.93 per year for an employee with 2-person coverage, and \$17,304.02 per year for an employee with family coverage. The Employer’s contribution for a regular part-time employee shall be capped at 50% of the above amounts.

Section 6.3. Employer Medical Contribution. The Employer’s contribution per year for medical benefits shall be as follows:

2017: Single – \$6,344.80, 2-Person – \$13,268.93, Family – \$17,304.02.

In any given future plan/contract year (“new year”), the Employer’s contribution for medical benefits shall be increased by the rate of increase in illustrative rates from the preceding year as determined by the third party administrator (unless otherwise agreed to by the parties in writing), but shall not exceed the State of Michigan’s adjusted cap for the new year.

Section 6.4. Employer Dental and Vision Contribution. The Employer's annual contribution for dental and vision benefits shall be equal to 5% of the Employer Medical Contribution. The 2017 Employer dental and vision contribution shall be as follows:

|         |          |
|---------|----------|
| Single: | \$317.24 |
| Double: | \$663.45 |
| Family: | \$865.20 |

Section 6.5. Employee Contribution. The employee shall pay all costs for medical, dental and vision benefits (based on illustrative rates determined by the third-party administrator unless otherwise agreed to by the parties in writing) in excess of the applicable Employer contribution set forth above. This employee contribution shall be split into 24 equal deductions and deducted from the employee's paycheck on the first and second paycheck of every month.

Section 6.6. Incentive to Opt Out. The Employer shall pay employees an incentive of \$3,000 (\$1,500 for part-time employees) per year for those employees who opt out of the Employer's medical/dental/vision program. An employee must work at least through the 15th of a month to receive a month's credit. The incentive shall be accrued on a calendar year basis and paid no later than February 28 following the end of the calendar year in which the incentive was earned. Employees who choose to opt out must provide proof of coverage and can only re-enroll during the open enrollment period, unless there is a family qualifying event for coverage under COBRA. The incentive is not available to spouses of the Employer's employees when both spouses are employees of the Employer.

Section 6.7. Health Care Cost Containment. The Employer at its option may implement any of all of the following health care cost containment programs:

- (a) Pre-admission certification of the necessity of hospitalization (BC-BSM predetermination program or equivalent).
- (b) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- (c) Excluded from benefits coverage are maternity benefits for persons acting as surrogate mothers.
- (d) When more than one family member is employed by the Employer, there shall be no duplicate coverage by Employer health plans.
- (e) In the event of any payment under the Employer's health insurance plan on behalf of any person covered by such insurance plan, the Employer shall be subrogated to the extent of said payment to the covered person's right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."

(f) In a joint continuing effort to control the cost of insurance, the Employer and the Union agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under Employer health insurance and any other group health insurance policy which an employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 6.8. Wellness Benefits. The Employer shall offer any additional wellness/prevention benefits which are offered in the future by the Employer to employees in general.

Section 6.9. General Provisions.

a) The Employer shall select or change the insurance carrier or third-party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.

b) All benefits shall be subject to standard provisions set forth in the policy or policies.

c) Benefits for otherwise eligible new employees will become effective the first day of the calendar month following the employee's date of hire.

d) When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, unpaid leave of absence (other than FMLA) or any other reason, all insurance coverage continues only for the balance of the month in which such termination or interruption occurs.

e) The Employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage by the Employer herein a party.

f) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

g) Under no circumstances shall an employee be entitled to recover more than 100% of such employee's loss using in whole or in part insurance policies of the Employer. It is understood and agreed that this is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.

Section 6.10. Insurance Carrier. The Employer reserves the right to select the health insurance carrier(s) or to implement self-insurance or other method of funding health care coverage, provided

that the benefits remain substantially comparable. Administrative aspects of the health care plan(s) (including the network of providers) shall not be considered a benefit.

Section 6.11. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the Employer. All Employer-paid insurance premiums shall cease at the end of the month when employment is terminated or when the employee is placed on layoff or in a non-paid leave of absence (other than FMLA). Receipt of Worker's Compensation benefits without a PTO supplement shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the employee.

The Employer agrees to maintain the agreed-upon Employer contribution rates as outlined in this Article during all periods of FMLA in accordance with applicable laws. Further, the Employer agrees to maintain the agreed-upon Employer contribution rates as outlined in this Article after all FMLA has been exhausted, for a period of up to 12 months, provided the employee uses and records at least one (1) hour of PTO time, or enough PTO time to cover the employee's deductions, whichever is greater, in each pay period during the month in which the coverage is to be continued. If the use of one (1) hour of PTO is not sufficient to cover the cost of the employee's deductions, the employee may choose, as an alternative to the use of additional PTO time, to pay the Employer to cover such cost. Any employee choosing this alternative shall make said payment prior to the last day of each pay period during the month in which the coverage is to be continued.

Section 6.12. Life Insurance. The Employer shall provide a term life insurance policy (with AD&D) on each bargaining unit employee who has completed their probationary period in the amount of \$50,000 for full-time employees and \$25,000 for regular part-time employees.

Section 6.13. Disability Insurance. The Employer shall provide to eligible employees a disability income insurance policy which shall provide, at the first day of a non-duty related injury or the eighth day of a non-duty related illness, an income equal to 66 2/3% (with a maximum per week as specified in the applicable Unit Agreement) of the employee's regular straight time earnings for a maximum of 52 weeks.

Employees while on such disability leave may elect to remain on the payroll by using their accumulated leave time to equal their regular salary. Employees not on the payroll will be required to pay 100% of their health, dental and vision premium during such disability leave, except as may be provided by the FMLA.

ARTICLE 7  
GENERAL PROVISIONS

Section 7.1. Subcontracting and Use of Non-Bargaining Unit Personnel. The Employer shall have the right to authorize the use of 1) subcontractors or other auxiliary services and/or 2) supervisors or other non-bargaining unit personnel to perform work normally performed by bargaining unit employees if and when, in the Employer's judgment, it does not have available or sufficient manpower, the proper equipment, or the capacity and ability to perform such work within the required amount of time, or it is necessary during an emergency, or such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 7.2. Bulletin Board. The Employer shall provide bulletin board space upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 7.3. Rules of Conduct and Other Work Rules. Employees shall be required to abide by such rules of conduct and other work rules as may be adopted by the Employer. Employees shall be notified prior to the implementation of any new rule. For informational purposes only, the Employer shall notify the Union in writing prior to the implementation of any new rule.

Section 7.4. 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 provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7.5. Mileage Reimbursement. Employees who use their personal automobiles, at the instruction of the Employer, for Employer business shall be reimbursed by the Employer in accordance with its written mileage reimbursement policy.

Section 7.6. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, 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 in this Agreement, even though such subject or 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.

Section 7.7. Amendments and Other Agreements. No agreement or understanding contrary to this Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein, shall be binding upon the parties hereto unless such agreement, understanding,



alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

Section 7.8. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by an employee resulting from the Employer's or Union's compliance, including reasonable accommodations, with the federal A.D.A.

Section 7.9. Drug and Alcohol Policy. Incorporated herein and made a part of this Agreement are the provisions of the Employer's written Drug and Alcohol Policy.

Section 7.10. Uniforms. If uniforms and/or equipment are required for employees such items shall be supplied and maintained by the Employer.

Section 7.11. Past Practices. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a letter of understanding by both parties.

Section 7.12. Educational Assistance. To aid and encourage employees to complete approved educational courses that are job related and/or deemed beneficial to the Employer, full-time employees who have completed at least 12 months of employment with the Employer are eligible to apply for reimbursement of tuition and certain other expenses as set forth herein.

a) Employees must obtain prior written approval from the Employer using forms designated by the Employer. Requests must be submitted at least two weeks prior to the first day of class. Courses must be taken from an accredited two-year or four-year institution. Seminars, workshops and other training sessions which do not provide credit are excluded under this policy. Class attendance and homework assignments must be completed on the employee's own time, unless PTO is being used and is authorized by the Employer.

b) Reimbursement for a completed course will be at one-hundred percent (100%) for tuition, textbook and lab fee expenses only up to maximum of \$2,500 per calendar year, provided a grade of "C" or better is attained. Reimbursement will be through payroll and will be subject to withholding of income taxes and FICA tax. Request for reimbursement must be made within 30 days of completion of course and must include an official grade transcript and a receipt verifying that the tuition and other eligible expenses for the course(s) have been paid in full. The Employer will not provide reimbursement if the tuition or other eligible expenses were covered by scholarship, grants, veterans benefits, etc.

c) If an employee voluntarily separates from employment with the Employer within 12 months of reimbursement of tuition and other eligible expenses, the employee will be liable for repayment of such reimbursement on a pro-rated basis and such amount will be deducted from the separating employee's final payroll check prior to distribution.

Section 7.13. Captions and Gender. The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa.

Section 7.14. Medical Examinations. The Employer reserves the right to require an employee to undertake an examination by a physician, psychiatrist or psychologist if the employee is absent due to a claimed job-related injury or illness or the Employer has reasonable grounds for concern regarding the employee's physical or mental ability to perform the required work. The Employer shall pay for the cost of any required examinations. For informational purposes only, the Employer will notify the employee in writing of the general reasons for the examination.

ARTICLE 8  
RETIREMENT PLAN

Section 8.1. Defined Contribution Plan. Employees hired on or after the effective date of the MERS Defined Contribution ("DC") Plan for this bargaining unit shall participate in that plan. The Employer shall contribute seven percent (7%) of a participating employee's gross wages to the DC Plan. A participating employee shall be required to contribute three percent (3%) of gross wages to the DC Plan. A participating employee may also voluntarily contribute additional amounts on an after-tax basis to his or her individual account in the reserve for the DC Plan for any plan year in any amount to the extent allowed by federal law and subject to procedures established by MERS.

a) Vesting. The DC Plan shall have graduated vesting based upon the following vesting schedule:

| <u>Years of Service</u> | <u>Percent Vested</u> |
|-------------------------|-----------------------|
| One                     | 10%                   |
| Two                     | 20%                   |
| Three                   | 40%                   |
| Four                    | 60%                   |
| Five                    | 80%                   |
| Six                     | 100%                  |

b) Permissible Loans. Each participating employee shall be eligible to make loans against their vested retirement benefits. Such loans shall be subject to all terms and conditions established by the loan administrator.

Section 8.2. Defined Benefit Plan. Employees hired before the effective date of the DC Plan who did not switch to the DC Plan shall continue to be covered by the MERS Defined Benefit ("DB") Plan applying to them and continue to make the required employee contribution.

**APPENDIX A - Wage Rates**

| Paygrade | A        | B        | C         | D         | E         | F         | G         | H         | I         | J         | K         | L         | M         | N         | O         | P         | Q         |
|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| A11      | \$24,387 | \$25,083 | \$25,797  | \$26,533  | \$27,289  | \$28,066  | \$28,866  | \$29,689  | \$30,535  | \$31,234  | \$31,950  | \$32,681  | \$33,430  | \$34,195  | \$34,978  | \$35,779  | \$36,599  |
| A12      | \$27,316 | \$28,094 | \$28,895  | \$29,718  | \$30,565  | \$31,437  | \$32,333  | \$33,254  | \$34,202  | \$34,985  | \$35,786  | \$36,606  | \$37,444  | \$38,301  | \$39,178  | \$40,076  | \$40,993  |
| A13      | \$30,244 | \$31,106 | \$31,992  | \$32,904  | \$33,842  | \$34,806  | \$35,798  | \$36,818  | \$37,868  | \$38,735  | \$39,622  | \$40,529  | \$41,457  | \$42,407  | \$43,378  | \$44,371  | \$45,387  |
| B21      | \$33,171 | \$34,117 | \$35,089  | \$36,089  | \$37,118  | \$38,176  | \$39,264  | \$40,383  | \$41,533  | \$42,485  | \$43,458  | \$44,453  | \$45,471  | \$46,512  | \$47,577  | \$48,667  | \$49,781  |
| B22      | \$36,099 | \$37,128 | \$38,186  | \$39,275  | \$40,394  | \$41,545  | \$42,729  | \$43,947  | \$45,199  | \$46,234  | \$47,293  | \$48,376  | \$49,484  | \$50,617  | \$51,776  | \$52,962  | \$54,175  |
| B23      | \$39,027 | \$40,139 | \$41,283  | \$42,460  | \$43,670  | \$44,915  | \$46,195  | \$47,511  | \$48,865  | \$49,984  | \$51,129  | \$52,300  | \$53,497  | \$54,723  | \$55,976  | \$57,258  | \$58,569  |
| B24/B31  | \$41,955 | \$43,151 | \$44,380  | \$45,645  | \$46,946  | \$48,284  | \$49,660  | \$51,075  | \$52,531  | \$53,734  | \$54,965  | \$56,223  | \$57,511  | \$58,828  | \$60,175  | \$61,553  | \$62,963  |
| B25/B32  | \$44,883 | \$46,162 | \$47,477  | \$48,831  | \$50,222  | \$51,654  | \$53,126  | \$54,640  | \$56,197  | \$57,484  | \$58,800  | \$60,147  | \$61,524  | \$62,933  | \$64,374  | \$65,848  | \$67,356  |
| C41      | \$45,972 | \$47,512 | \$49,103  | \$50,748  | \$52,448  | \$54,205  | \$56,021  | \$57,898  | \$59,838  | \$61,405  | \$63,014  | \$64,665  | \$66,359  | \$68,098  | \$69,882  | \$71,713  | \$73,592  |
| C42      | \$48,787 | \$50,421 | \$52,110  | \$53,856  | \$55,660  | \$57,525  | \$59,452  | \$61,444  | \$63,502  | \$65,166  | \$66,873  | \$68,625  | \$70,423  | \$72,268  | \$74,162  | \$76,105  | \$78,099  |
| C43      | \$53,056 | \$54,833 | \$56,670  | \$58,568  | \$60,530  | \$62,558  | \$64,654  | \$66,820  | \$69,058  | \$70,868  | \$72,724  | \$74,630  | \$76,585  | \$78,592  | \$80,651  | \$82,764  | \$84,932  |
| C44/C51  | \$57,325 | \$59,245 | \$61,230  | \$63,281  | \$65,401  | \$67,592  | \$69,856  | \$72,196  | \$74,615  | \$76,570  | \$78,576  | \$80,634  | \$82,747  | \$84,915  | \$87,140  | \$89,423  | \$91,766  |
| C45/C52  | \$61,593 | \$63,657 | \$65,789  | \$67,993  | \$70,271  | \$72,625  | \$75,058  | \$77,572  | \$80,171  | \$82,272  | \$84,427  | \$86,639  | \$88,909  | \$91,238  | \$93,629  | \$96,082  | \$98,599  |
| D61      | \$65,862 | \$68,069 | \$70,349  | \$72,706  | \$75,141  | \$77,658  | \$80,260  | \$82,949  | \$85,727  | \$87,974  | \$90,278  | \$92,644  | \$95,071  | \$97,562  | \$100,118 | \$102,741 | \$105,433 |
| D62      | \$70,131 | \$72,480 | \$74,909  | \$77,418  | \$80,011  | \$82,692  | \$85,462  | \$88,325  | \$91,284  | \$93,676  | \$96,130  | \$98,648  | \$101,233 | \$103,885 | \$106,607 | \$109,400 | \$112,266 |
| D63      | \$74,400 | \$76,892 | \$79,468  | \$82,130  | \$84,882  | \$87,725  | \$90,664  | \$93,701  | \$96,840  | \$99,377  | \$101,981 | \$104,653 | \$107,395 | \$110,209 | \$113,096 | \$116,059 | \$119,100 |
| D71      | \$78,669 | \$81,304 | \$84,028  | \$86,843  | \$89,752  | \$92,759  | \$95,866  | \$99,078  | \$102,397 | \$105,079 | \$107,833 | \$110,658 | \$113,557 | \$116,532 | \$119,585 | \$122,718 | \$125,934 |
| D72      | \$82,938 | \$85,716 | \$88,587  | \$91,555  | \$94,622  | \$97,792  | \$101,068 | \$104,454 | \$107,953 | \$110,781 | \$113,684 | \$116,662 | \$119,719 | \$122,856 | \$126,074 | \$129,378 | \$132,767 |
| E81      | \$87,206 | \$90,128 | \$93,147  | \$96,267  | \$99,493  | \$102,825 | \$106,270 | \$109,830 | \$113,509 | \$116,483 | \$119,535 | \$122,667 | \$125,881 | \$129,179 | \$132,564 | \$136,037 | \$139,601 |
| E82      | \$91,475 | \$94,540 | \$97,707  | \$100,982 | \$104,363 | \$107,859 | \$111,472 | \$115,206 | \$119,066 | \$122,185 | \$125,387 | \$128,672 | \$132,043 | \$135,502 | \$139,053 | \$142,696 | \$146,434 |
| E83      | \$95,744 | \$98,951 | \$102,266 | \$105,690 | \$109,233 | \$112,892 | \$116,674 | \$120,583 | \$124,622 | \$127,887 | \$131,238 | \$134,676 | \$138,205 | \$141,826 | \$145,542 | \$149,355 | \$153,268 |

\*DBM's starting with C, D or E are salaried positions, not hourly. Salaried positions are not eligible for overtime pay.

effective 9/4/2017

All salary data on the above table is calculated at 2080 hours (not actual hours worked).

| Paygrade | A       | B       | C       | D       | E       | F       | G       | H       | I       | J       | K       | L       | M       | N       | O       | P       | Q       |
|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| A11      | \$11.72 | \$12.06 | \$12.40 | \$12.76 | \$13.12 | \$13.49 | \$13.88 | \$14.27 | \$14.68 | \$15.02 | \$15.36 | \$15.71 | \$16.07 | \$16.44 | \$16.82 | \$17.20 | \$17.60 |
| A12      | \$13.13 | \$13.51 | \$13.89 | \$14.29 | \$14.69 | \$15.11 | \$15.54 | \$15.99 | \$16.44 | \$16.82 | \$17.20 | \$17.60 | \$18.00 | \$18.41 | \$18.84 | \$19.27 | \$19.71 |
| A13      | \$14.54 | \$14.95 | \$15.38 | \$15.82 | \$16.27 | \$16.73 | \$17.21 | \$17.70 | \$18.21 | \$18.62 | \$19.05 | \$19.49 | \$19.93 | \$20.39 | \$20.85 | \$21.33 | \$21.82 |
| B21      | \$15.95 | \$16.40 | \$16.87 | \$17.35 | \$17.85 | \$18.35 | \$18.88 | \$19.41 | \$19.97 | \$20.43 | \$20.89 | \$21.37 | \$21.86 | \$22.36 | \$22.87 | \$23.40 | \$23.93 |
| B22      | \$17.36 | \$17.85 | \$18.36 | \$18.88 | \$19.42 | \$19.97 | \$20.54 | \$21.13 | \$21.73 | \$22.23 | \$22.74 | \$23.26 | \$23.79 | \$24.34 | \$24.89 | \$25.46 | \$26.05 |
| B23      | \$18.76 | \$19.30 | \$19.85 | \$20.41 | \$21.00 | \$21.59 | \$22.21 | \$22.84 | \$23.49 | \$24.03 | \$24.58 | \$25.14 | \$25.72 | \$26.31 | \$26.91 | \$27.53 | \$28.16 |
| B24/B31  | \$20.17 | \$20.75 | \$21.34 | \$21.94 | \$22.57 | \$23.21 | \$23.88 | \$24.56 | \$25.26 | \$25.83 | \$26.43 | \$27.03 | \$27.65 | \$28.28 | \$28.93 | \$29.59 | \$30.27 |
| B25/B32  | \$21.58 | \$22.19 | \$22.83 | \$23.48 | \$24.15 | \$24.83 | \$25.54 | \$26.27 | \$27.02 | \$27.64 | \$28.27 | \$28.92 | \$29.58 | \$30.26 | \$30.95 | \$31.66 | \$32.38 |
| C41      | \$22.10 | \$22.84 | \$23.61 | \$24.40 | \$25.22 | \$26.06 | \$26.93 | \$27.84 | \$28.77 | \$29.52 | \$30.30 | \$31.09 | \$31.90 | \$32.74 | \$33.60 | \$34.48 | \$35.38 |
| C42      | \$23.46 | \$24.24 | \$25.05 | \$25.89 | \$26.76 | \$27.66 | \$28.58 | \$29.54 | \$30.53 | \$31.33 | \$32.15 | \$32.99 | \$33.86 | \$34.74 | \$35.65 | \$36.59 | \$37.55 |
| C43      | \$25.51 | \$26.36 | \$27.25 | \$28.16 | \$29.10 | \$30.08 | \$31.08 | \$32.12 | \$33.20 | \$34.07 | \$34.96 | \$35.88 | \$36.82 | \$37.78 | \$38.77 | \$39.79 | \$40.83 |
| C44/C51  | \$27.56 | \$28.48 | \$29.44 | \$30.42 | \$31.44 | \$32.50 | \$33.58 | \$34.71 | \$35.87 | \$36.81 | \$37.78 | \$38.77 | \$39.78 | \$40.82 | \$41.89 | \$42.99 | \$44.12 |
| C45/C52  | \$29.61 | \$30.60 | \$31.63 | \$32.69 | \$33.78 | \$34.92 | \$36.09 | \$37.29 | \$38.54 | \$39.55 | \$40.59 | \$41.65 | \$42.74 | \$43.86 | \$45.01 | \$46.19 | \$47.40 |
| D61      | \$31.66 | \$32.73 | \$33.82 | \$34.95 | \$36.13 | \$37.34 | \$38.59 | \$39.88 | \$41.22 | \$42.29 | \$43.40 | \$44.54 | \$45.71 | \$46.90 | \$48.13 | \$49.39 | \$50.69 |
| D62      | \$33.72 | \$34.85 | \$36.01 | \$37.22 | \$38.47 | \$39.76 | \$41.09 | \$42.46 | \$43.89 | \$45.04 | \$46.22 | \$47.43 | \$48.67 | \$49.94 | \$51.25 | \$52.60 | \$53.97 |
| D63      | \$35.77 | \$36.97 | \$38.21 | \$39.49 | \$40.81 | \$42.18 | \$43.59 | \$45.05 | \$46.56 | \$47.78 | \$49.03 | \$50.31 | \$51.63 | \$52.98 | \$54.37 | \$55.80 | \$57.26 |
| D71      | \$37.82 | \$39.09 | \$40.40 | \$41.75 | \$43.15 | \$44.60 | \$46.09 | \$47.63 | \$49.23 | \$50.52 | \$51.84 | \$53.20 | \$54.59 | \$56.03 | \$57.49 | \$59.00 | \$60.55 |
| D72      | \$39.87 | \$41.21 | \$42.59 | \$44.02 | \$45.49 | \$47.02 | \$48.59 | \$50.22 | \$51.90 | \$53.26 | \$54.66 | \$56.09 | \$57.56 | \$59.07 | \$60.61 | \$62.20 | \$63.83 |
| E81      | \$41.93 | \$43.33 | \$44.78 | \$46.28 | \$47.83 | \$49.44 | \$51.09 | \$52.80 | \$54.57 | \$56.00 | \$57.47 | \$58.97 | \$60.52 | \$62.11 | \$63.73 | \$65.40 | \$67.12 |
| E82      | \$43.98 | \$45.45 | \$46.97 | \$48.55 | \$50.17 | \$51.86 | \$53.59 | \$55.39 | \$57.24 | \$58.74 | \$60.28 | \$61.86 | \$63.48 | \$65.15 | \$66.85 | \$68.60 | \$70.40 |
| E83      | \$46.03 | \$47.57 | \$49.17 | \$50.81 | \$52.52 | \$54.28 | \$56.09 | \$57.97 | \$59.91 | \$61.48 | \$63.10 | \$64.75 | \$66.44 | \$68.19 | \$69.97 | \$71.81 | \$73.69 |

\*DBM's starting with C, D or E are salaried positions, not hourly. Salaried positions are not eligible for overtime pay.

effective 9/4/2017

Effective September 4, 2017, all employees shall be moved to the "closest next step" on the table(s) above. In cases where the change in compensation (calculated through December 31, 2017) may be less than 1% of the employee's annual base salary, the difference will be paid to the employee through a one-time payment. Unless otherwise stated with the CBA, effective January 1, 2018, all employees with a January anniversary date shall be moved to the next step on the new table. Unless otherwise stated with the CBA, effective July 1, 2018, all employees with a July anniversary date shall be moved to the next step on the new table (Steps will then proceed based on anniversary consistent with Section 2.1 of the Uniform CBA Supplement.)

Assistant Prosecuting Attorney Employees' Association (POLC)  
APPENDIX A – Job Classifications & Pay Grades

| Position Title           | Pay Grade |
|--------------------------|-----------|
| ASSISTANT<br>PROSECUTORS | C43       |

**ALLEGAN COUNTY -and- ASSISTANT PROSECUTING ATTORNEY EMPLOYEES'**  
**ASSOCIATION**

**AGREEMENT TO MODIFY AND EXTEND CBA**

An Agreement made this 8<sup>th</sup> day of September, 2017, by and between Allegan County ("County") and Allegan County Prosecutor (collectively "Employer") and the Assistant Prosecuting Attorney Employees' Association ("Bargaining Unit") as follows:

1. The provisions of the existing 2017 collective bargaining agreement ("CBA") shall remain unchanged except to the extent they are modified by the terms of this Agreement.
2. Nothing in this Agreement shall be retroactive unless specifically stated herein.
3. This Agreement is subject to ratification by the bargaining unit and the Employer.
4. The CBA shall be modified as necessary to reflect a new expiration date of December 31, 2019.
5. Modify Section 13.1 of the Unit Agreement by replacing the language "Employees hired after February 12, 2009, will be placed on a nine-step wage scale with 2.5% between the steps." as follows:

Effective September 4, 2017, employees in this bargaining unit shall become covered by and paid in accordance with a new Appendix "A" made up of 1) the attached list of job classifications and pay grades; and 2) the attached Employer compensation schedule of annual steps.

Either the Employer or the Bargaining Unit, by giving written notice to the other party at least 60 calendar days prior to December 31, 2018, may reopen this Section solely for the purpose of negotiating the subject of an across-the-board adjustment to wages for 2019.

Section 2.1 of the Uniform CBA Supplement shall be modified as necessary to be consistent with this change.

6. There shall be possible one-time payments each year as set forth in the attached 2018-2019 Wellness Participation Agreement.
7. The one-time cash payment called for by Paragraph #4 of the parties' CBA Settlement Agreement concerning the 2017 CBA is rescinded and shall not occur. That paragraph shall immediately become null and void upon ratification of this Agreement. As noted on "Appendix A – Wage Rates," in cases where the change in compensation (calculated through

December 31, 2017) may be less than 1% of the employee's annual base salary, the difference will be paid to the employee through a one-time payment.

8. Modify Article 11 Insurance Section 11.1 by deleting the following language:

“For purposes of that Article: The maximum per week for disability insurance is \$1,000.”

The Uniform CBA Supplement shall be modified as necessary to be consistent with this change.

Robert J. H. 9-11-17

Allegan County

Date

Robert Kerys 9-8-17

Allegan County Prosecutor

Date

PA908 9-8-17

Assistant Prosecuting Attorney Employees' Association

Date:

ALLEGAN COUNTY


And

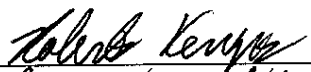
ASSISTANT PROSECUTING ATTORNEY EMPLOYEES' ASSOCIATION  
2018 AND 2019 WELLNESS PARTICIPATION AGREEMENT

An Agreement made this 8<sup>th</sup> day of September 2017, by and between Allegan County and Prosecuting Attorney and Assistant Prosecuting Attorney Employees' Association, as follows:

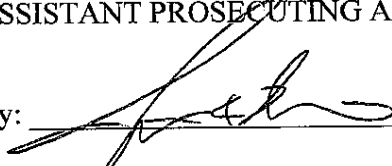
1. This Agreement shall cover 2018 and 2019 and shall terminate at midnight on December 31, 2019.
2. Nothing in this Agreement shall be retroactive unless specifically stated herein.
3. Each individual in the bargaining unit participating in the Employer's Wellness Program by October 1 of a year covered by this Agreement shall receive a one-time cash payment of \$300 for that year. The applicable cash payment described above shall be paid as soon as administratively feasible prior to December 31 of that year. The payment shall be made in a lump sum as part of the Employer's regular payroll system and will not be included in the employee's compensation for purposes of calculating benefits to which the employee may be entitled under any pension or other retirement plans. The Employer shall withhold from the payment all federal, state and local income taxes, social security, and other required deductions. All deductions will be consistent with the employee's current payroll deductions on file with the Employer.
4. Participation is defined as: During the period from October 1 of the immediately preceding year through September 30 of a year covered by this Agreement, completing an annual initial assessment/coaching session plus any and all recommended follow-up assessment/coaching sessions (one to four total sessions annually) based on personal health risk status from biometric assessment(s) and related health survey(s) per established protocol.
5. Individuals eligible to participate in the Employer's Wellness Program shall also be eligible for a fitness center fee waiver during the period from January 1, 2018, through December 31, 2019, and shall be granted access to the Employer's on-site fitness centers upon the Employer's receipt of a signed Allegan County Fitness Center – Membership Enrollment/Acknowledgement/Risk Assumptions form.

ALLEGAN COUNTY

By:  Date: 9-11-17

By:   
Prosecuting Attorney Date: 9-8-17

ASSISTANT PROSECUTING ATTORNEY EMPLOYEES' ASSOCIATION

By:  Date: 7-8-17

**LETTER OF AGREEMENT**

**Health Insurance Plans - 2018**

This Letter of Agreement ("LOA") is entered into between ALLEGAN COUNTY ("Employer") and the Assistant Prosecuting Attorney Employees' Association ("Unit").

The Employer and Unit agree as follows:

1. Effective January 1, 2018, the deductibles for the HDHP HSA Plan 100% (Option 2) shall be \$3,500/\$7,000 instead of the deductibles listed in Section 6.1(b) of the Employer's Uniform Collective Bargaining Agreement Supplement.

2. Effective January 1, 2018, the deductibles for the HDHP HSA Plan 80% (Option 3) shall be \$3,500/\$7,000 instead of the deductibles listed in Section 6.1(c) of the Employer's Uniform Collective Bargaining Agreement Supplement.

**AGREED TO AND ACCEPTED BY:**

ASSISTANT PROSECUTING ATTORNEY EMPLOYEES' ASSOCIATION

By: \_\_\_\_\_

Its: *Jonathan R. Bl...*

Dated: \_\_\_\_\_

*1-27-18*

ALLEGAN COUNTY

By: \_\_\_\_\_

Its: *County Administrator*

Dated: \_\_\_\_\_

*1-22-18*



**ALLEGAN COUNTY/PROSECUTING ATTORNEY**  
**-and-**  
**ASSISTANT PROSECUTING ATTORNEY EMPLOYEES ASSOCIATION**

**LETTER OF AGREEMENT**

**Health Insurance Plans & Wage Adjustment - 2019**

This Letter of Agreement ("LOA") is entered into between Allegan County and the Allegan County Prosecuting Attorney (collectively the "Employer") and the Assistant Prosecuting Attorney Employees Association ("Union").

The Employer and the Union agree as follows:

1. Effective January 1, 2019, the following language shall apply instead of the language currently contained in Section 6.1(a)-(c) of the Employer's Uniform Collective Bargaining Agreement Supplement (and the Employer may modify the Uniform CBA Supplement accordingly):

- a. PPO Plan 70% (Option 1) – Deductibles are \$500/\$1,000 with 70% co-insurance provided after deductible.
- b. HDHP HSA Plan 100% Plan (Option 2) – Deductibles are \$3,300/\$6,600 with 100% co-insurance provided after deductible. The HDHP for this HSA shall meet and continue to meet all IRS requirements.
- c. HDHP HSA Plan 80% (Option 3) – Deductibles are \$3,300/\$6,600 with 80% co-insurance provided after deductible. The HDHP for this HSA shall meet and continue to meet all IRS requirements.

2. Pursuant to the reopener described in the parties' CBA, there shall be a 1.75% across-the-board wage increase effective January 1, 2019.

**AGREED TO AND ACCEPTED BY:**

ASSISTANT PROSECUTING ATTORNEY  
EMPLOYEES ASSOCIATION

By: \_\_\_\_\_

Its: *Joseph R. Blair*

Dated: \_\_\_\_\_

*12-20-18*

ALLEGAN COUNTY

By: \_\_\_\_\_

Its: *County Administrator*

Dated: \_\_\_\_\_

*12-20-18*

ALLEGAN COUNTY PROSECUTING ATTORNEY

By: \_\_\_\_\_

Its: *Mylene Hoch*

Dated: \_\_\_\_\_

*12/20/18*