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6/30/96

AGREEMENT

BETWEEN

THE COUNTY OF INGHAM
THE PROSECUTING ATTORNEY OF THE COUNTY OF INGHAM

AND

THE INGHAM COUNTY EMPLOYEES' ASSOCIATION
ASSISTANT PROSECUTING ATTORNEY'S DIVISION

July 1, 1992 through June 30, 1996

Ingham County

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ASSISTANT PROSECUTING ATTORNEY'S DIVISION

July 1, 1992 through June 30, 1996

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1992, by the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan, the INGHAM COUNTY PROSECUTING ATTORNEY (hereinafter referred to as the "Employer") and the INGHAM COUNTY EMPLOYEES' ASSOCIATION, ASSISTANT PROSECUTING ATTORNEY'S DIVISION (hereinafter referred to as the "Union" or "ICEA" or "Association").

This Agreement shall remain in full force and effect commencing July 1, 1992, through the 30th day of June, 1996.

PREAMBLE

THIS AGREEMENT, entered into by the parties, has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, wages, hours of employment and other conditions of employment.

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ANTI-DISCRIMINATION

The Employer and the Union pledge that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, religion, physical handicap, sex, marital status, race, creed, national origin, political affiliation, sexual preference, or effectual orientation. The Union shall share equally with the Employer in the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include the male and female employees.

ARTICLE 1

UNION AND EMPLOYEE RIGHTS

Section 1. The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act 379 of the Michigan Public Acts of 1965, as amended, from time to time.

Section 2. The Employer recognizes that the Union representative and individual employees have all rights provided by law.

Section 3. Bulletin Boards. The Employer will provide bulletin boards at appropriate locations, which may be used by the Union for posting notices of the following types:

Meetings of the Union
Union Elections
Results of Union Elections
Union Recreational and Social Events

Section 4. Stewards. The Union shall designate a steward and two (2) alternate stewards: Assistant Prosecutor Steward, Assistant Prosecutor First Alternate Steward and Assistant Prosecutor Second Alternate Steward. The Steward(s), during his/her working hours, without loss of time or pay, may investigate and present grievances including attendance at Special Conferences, after notification to his/her Supervisor, provided that time off with pay to investigate grievances shall be limited to a reasonable length of time. The Steward(s) may represent an employee at all steps of the grievance procedure. The Employer shall be advised in writing as to who(m) represents the employees for notification and grievance processing purposes as to each grievance.

Section 5. Notice of Representatives. The Union shall furnish the Employer with a current written roster listing the names of its officers, steward and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the Employer. When changes are made of the Union officers, steward or alternates, the Union shall, within ten (10) days thereof, notify the Employer of said changes in writing.

Section 6. Special Meetings.

A. Purposes and Procedures. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is agreed that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any

way modify, alter, change or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the written request and shall be held between 8 a.m. and 5 p.m., at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at such special meetings. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a special meeting.

B. Meeting Place. Meetings of the Union may be held at the Prosecutor's facilities with prior approval of the Prosecuting Attorney, provided the desired space is available. The Union shall not meet during working hours except as specifically provided under the terms of this Agreement.

C. Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of five (5) persons consisting of four (4) Union members who have been regular full-time employees for at least the initial probationary period and one (1) non-employ member. 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 Union and the Employer may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon.

ARTICLE 2

EMPLOYER RIGHTS

Section 1. The Union recognizes that the Employer hereby reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs. All rights, functions, power and authority which the Employer has not expressly and specifically abridged, amended, delegated, or modified by this Agreement are recognized by the Union as being retained and reserved by the Employer. Neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged unless specifically provided for under the terms of this Agreement.

Section 2. Specifically, the Prosecuting Attorney retains all rights provided by law, including, but not limited to:

- A. To manage and operate the office of Prosecuting Attorney and its business.
- B. To maintain order and efficiency in its operation.
- C. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- D. To install, modify or change methods of operations and work schedules consistent with this Agreement.

Section 3. The Employer shall have, within its discretion, the right to make, amend, supplement or delete reasonable rules and regulations. However, the Union shall receive a copy of any new or modified rule or regulation ten (10) days prior to its effective date, unless conditions warrant necessary immediate implementation. If there is concern regarding the fairness of the rules or rule change, the Union may request a special conference between the Union, a representative of the Personnel Department, the Prosecutor, or his/her representative, to discuss the reasonableness of the rule.

In no case will the rule change or new rule become subject to the grievance procedure unless that rule, as applied, violates a provision of the collective bargaining agreement.

If the employees do not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the Union, the Employees and the County.

ARTICLE 3

EMPLOYER SECURITY

Section 1. The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare.

Section 2. The Union agrees that no employees holding a position in this unit shall strike.

Section 3. "Strike" means the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

ARTICLE 4

DEFINITIONS

Section 1. Employer. For the purpose of the Agreement, the word "Employer" means the Prosecuting Attorney and the Ingham County Board of Commissioners.

Section 2.

A. Full-time Employees. Employees regularly scheduled to work forty (40) hours per week shall be considered as regular full-time employees. A regular full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.

B. Part-time Employees. Employees who are regularly scheduled to work less than full-time, but at least half-time (20 hours per week) shall be classified as regular, part-time employees. They shall be paid for their hours worked at the regular rate of their salary grade; shall receive overtime pay on the same basis as full-time employees; shall receive vacation, sick leave, and holiday pay at one-half the rate that regular full-time employees are eligible to receive the same; shall receive health insurance at the single subscriber rate; shall receive retirement benefits where eligible on a pro-rated basis in proportion to their work schedule, and shall receive dental insurance as provided in Article 25, Section 1.

C. Special Part-Time Employees. An employee regularly scheduled to work less than half-time shall be considered a special part-time employee. Such employee shall be eligible for compensation by wages only, and shall not be covered by provisions of this Agreement.

D. Temporary Employees. An employee who is hired for a period of six (6) months or less to augment the work force will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

E. Substitute Employees. An employee who is hired to replace an employee on a leave of absence or on workers' compensation shall be considered a substitute employee and shall not attain seniority in the Unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employee's absence.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a substitute employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

ARTICLE 5

RECOGNITION

The Employer, a public employer under the Public Employment Relations Act, being 1947 PA 336, as amended, and herein referred to as PERA, hereby recognizes the Union as the exclusive representative, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all Assistant Prosecuting Attorneys with the County of Ingham, including duly appointed Assistant Prosecutors and law school graduates in a full-time Assistant Prosecuting Attorney position who are awaiting admission to the Bar, but excluding the elected prosecuting Attorney and Chief Assistant Prosecuting Attorney and all other employees working in the Prosecutor's Office.

ARTICLE 6

UNION SECURITY AND CHECK OFF

Section 1. The Employer will not discriminate against any employee because of membership in the Union.

Section 2. Union Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union which shall be less than one hundred percent (100%) of the regular monthly dues paid by Union members and which sum shall accurately represent the amount for said employees due the Union as their fair share of costs attributable to negotiating and administering the terms of the Agreement, which shall not include, by way of example, but not by way of limitation, other dues and assessments or other amounts for Union activities.

The requirements set forth above shall become effective upon completion of the probationary period of employment.

Section 3. Dues Checkoff. The Employer agrees to deduct the monthly Union dues or the representation fee from the pay of employees subject to and contingent upon the following:

- A. The Union shall obtain from the employee a complete checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof. The checkoff authorization form shall be filed with the County Personnel Director, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no checkoff shall be made until such deficiency is corrected.
- B. The Employer shall only deduct obligations which are due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligations, and will not be responsible to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- C. The Employer's remittance will be deemed correct if the Union does not give notice, in writing, to the County Personnel Director within two (2) weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.

- D. Any employee may terminate his/her checkoff authorization by written notice to the County Personnel Director.
- E. The Union shall provide at least thirty (30) days' prior written notice to the County Personnel Director of the amount of Union dues or representation fee to be deducted from the wage of employees in accordance with this Article. Any changes in the amounts shall be provided to the County Personnel Director at least thirty (30) days prior to the effective date.

Section 4. Indemnity Provision. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

The terminology within the dues authorization forms does not bind the Employer to anything other than what is specified in Article 6 and that which is consistent with the law.

VOLUNTARY CHECK OFF AUTHORIZATION
INGHAM COUNTY EMPLOYEES' ASSOCIATION

Print _____

Last Name

First Name

Middle Initial

I certify that the Ingham County Employees' Association is my designated collective bargaining representative and I hereby authorize and direct to my Employer to deduct from my earnings during this month and each successor month an amount determined by the Ingham County Employees' Association for my (check one) _____ 1) Union dues; or _____ 2) Representation fees; and request this amount be forwarded to the Treasurer of the Ingham County Employees' Association.

This authorization and direction shall be irrevocable for the period of the joint bargaining agreement between the Ingham County Employees' Association and my Employer, and I agree and direct that this authorization and direction shall be automatically renewed with each succeeding applicable joint bargaining agreement between the Ingham County Employees' Association and my Employer, unless written notice is given to the Ingham County Employees' Association and my Employer by me, or unless the authorization is terminated as provided for in the joint collective bargaining agreement.

Date: _____

Signature: _____

Department: _____

ARTICLE 7

SERVICE/SENIORITY

Section 1. Definition.

A. "Service", for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within Ingham County employment. Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved leaves of absence period, unless otherwise provided in this Agreement.

B. "Seniority" for purposes of layoff and recall shall mean the length of time within the bargaining unit.

C. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 2. Probationary Period.

A. New employees hired shall be considered probationary employees for the first six (6) months of their employment. Unpaid absences from work in excess of ten (10) working days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dates back six (6) months from the date he/she completed the probationary period. The probationary period may be extended once for not more than thirty (30) working days provided that a written evaluation of the employee's performance is made within the six (6) months of employment.

B. Any employee who has not completed his/her probationary period shall not have recourse to the grievance procedure provided for herein and the Union shall not represent such employees. Union dues or representation fees shall not be paid during any employee's probationary period.

Section 3. Seniority List. The Employer shall prepare a seniority list and submit it to the Union on a quarterly basis.

Section 4. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she voluntarily resigns;
- B. He/she is discharged for just cause and not reinstated;
- C. He/she retires;

- D. He/she is laid off for a period greater than their seniority or thirty (30) months, whichever is less;
- E. He/she is absent from work for three (3) consecutive working days without notification to the Employer and without acceptable excuse for not notifying the Employer;
- F. He/she fails to return to work upon recall from layoff;
- G. He/she fails to return to work after expiration of leave of absence; and
- H. He/she makes an intentionally false statement on his/her employment application or on an application for leave of absence or any other employment record or form.

ARTICLE 8

WORKERS' COMPENSATION

Section 1. To the extent required by Michigan law, the Employer provides, at its sole expense, workers' compensation coverage for each employee covered by this Agreement.

Section 2. Use of Accumulated Sick Leave When on Workers' Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on workers' compensation as provided below:

- A. The maximum time an employee may use accumulated sick leave while on workers' compensation is twelve (12) weeks.
- B. Employees shall not accumulate sick leave or vacation time while off work on workers' compensation. All other fringe benefits shall terminate after an employee is not at work and on workers' compensation for ninety (90) days.
- C. Employees who have accumulated one hundred sixty (160) hours of sick leave and up to four hundred (400) hours are permitted to use their accumulated sick leave as a supplement to workers' compensation so that they will receive approximately eighty (80%) of their normal straight time pay.
- D. Employees who have one hundred fifty-nine (159) hours accumulated sick leave or less shall not be entitled to utilize this section.
- E. Employees who have accumulated sick leave of four hundred one (401) hours or more may use their accumulated sick leave so as to receive one hundred per cent (100%) of their actual net pay of their normal straight time pay.
- F. The eighty percent (80%) and one hundred percent (100%) wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE: If an employee's gross paycheck is One Hundred Fifty (\$150.00) Dollars and their net paycheck is One Hundred (\$100.00) Dollars, and workers' compensation payments are Sixty (\$60.00) Dollars, the Employer's obligation is to pay Twenty (\$20.00) Dollars, provided the employee meets the above requirements.

Section 3. Seniority shall continue to accumulate while employees are receiving workers' compensation benefits for a maximum of one (1) year.

Section 4. Employees on workers' compensation from the County may continue their hospitalization insurance coverage on the group plan for up to one (1) year from their date of injury, provided they pay the premium.

ARTICLE 9

LAYOFF

Section 1. In the event that a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by seniority, as defined in Article 7 (Service/Seniority), beginning with the least senior person. It is recognized that the Employers have the right to determine which functions and position numbers are to be eliminated which may necessitate the layoff.

Section 2. In the event that an employee is originally hired into a grant funded position and thereafter laid off or terminated due to lack of funds or termination of the grant, said person may notify, in writing, the Personnel Department of his/her desire for regularly funded County employment. The Personnel Department shall, for up to twelve (12) months, refer that laid off or terminated person to a department head for consideration of employment if said employee informs the Personnel Department of his/her previous status with the County. This provision shall only apply to the classification to which the employee was previously working within the County.

Section 3. When employees in a regular County funded position transfer to a grant funded position, seniority for the purposes of layoff, as provided in Section 1, shall be computed from the date of hire in the regular County funded position. Seniority time shall be continued while the employee is funded by the grant.

An employee in a grant funded position, originally hired in a regular funded County position, shall, in the event of termination or exhaustion of the grant, be retained at his or her current classification level, provided however, in the event of a reduction of personnel due to termination or exhaustion of a grant, layoffs shall occur as provided in Section 1 of this Article.

Section 4. The Personnel Director shall notify the Union as soon as possible of any pending layoff. An employee shall be given written notice from the Employer at least thirty (30) days prior to his/her scheduled layoff date. Said written notice will be given to the employee personally or by certified mail deliverable only to him/her as addressee, with return receipt requested. In the event certified mail is used to accomplish notice, the time of this notice shall commence to run from the date of the affected employee's signature on the certified mail receipt.

Any employee who will be absent from work for a period of time to exceed one (1) week shall inform the Prosecuting Attorney of his/her whereabouts. In the event the employee fails to do so, then notice may be sent to the last known address in the employee's personnel file by certified mail and will not require the Employer to obtain the employee's signature on the receipt for said certified mail.

The Prosecuting Attorney shall send written notice to the Personnel Director and all employees who may be affected by the termination of a grant forty-five (45) days before the same is to expire.

Section 5. When positions become available in a classification level from which employees have been laid off, or in a lower classification level, those laid off employees shall be notified of said openings and recalled.

Notice shall be by certified mail to their last known address contained in their personnel file in order of their seniority within their classification level. An employee receiving such notice must, within seven (7) working days thereafter, state in writing his/her availability to return to employment within fourteen (14) days unless extended by the Prosecuting Attorney, or shall forfeit any recall rights.

Section 6. Notwithstanding anything in this Agreement to the contrary, an employee originally hired into a position which is funded in total or in part by either a State or Federal grant may retain employment for the duration of the grant. However, if a grant funded position is eliminated due to termination or lack of funds in said grant, the following shall occur:

- A. In the case of employees originally hired into the grant position, the employee's employment will terminate, unless the Ingham County Board of Commissioners, within its sole discretion, decides to continue funding said position.
- B. In the case of employees that were originally hired into a regularly funded position and transferred to the grant position; the employee's grant funded position shall be eliminated and the employee shall exercise any applicable layoff seniority or bumping rights under Section 1 herein; unless the Ingham County Board of Commissioners, within its sole discretion, decides to continue funding the former grant position.

Section 7. Laid off employees may continue their hospitalization and dental coverage to the extent required by Federal law.

Section 8. Laid off employees may continue their life insurance up to sixty (60) days provided they pay the premium.

ARTICLE 10

HOURS OF WORK

Section 1. Work Schedule. Employees shall be required to work forty (40) hours per week. The hours shall be from 8:00 a.m. to 5:00 p.m., five (5) days per week; except as otherwise directed by the Prosecuting Attorney.

Section 2. Work Breaks. Each employee shall be allowed to have two (2) work breaks during the work day. Said work breaks will not be taken at the beginning or ending of the work day. No more than one (1) work break may be taken before lunch. No more than one (1) work break may be taken after lunch on any one day. The duration of said break shall not exceed fifteen (15) minutes in length. Each employee shall be allowed one (1) hour lunch break between the hours of 11:30 a.m. and 1:30 p.m., unless another arrangement is agreed upon by the employee and the department head, or the immediate supervisor if the department head is not available. Work breaks do not accumulate if not taken.

Section 3. Special Exemptions. On each and every nationwide or statewide election day, excluding primaries and school elections, all employees over eighteen (18) years of age, shall be allowed one (1) hour off from their normal duties for the purpose of casting their vote in said election. The decision as to which hour an employee shall be entitled to take off for the above stated exemption shall be made by the department head or the immediate supervisor if the department head is not available. Necessary travel time may be included in the approved time off for voting if the employee is prevented by his/her supervisor from voting either at the start or end of the shift on that particular day.

Section 4. When an off duty Assistant Prosecuting Attorney is required to spend time in court, he/she shall receive the witness fee, if one is payable, plus the difference between such witness fee and pay at time and one-half for the time actually spent on the assignment, with a minimum of two (2) hours of premium pay. If no witness fee is payable, he/she shall receive pay at time and one-half for the time spent on the assignment, with a minimum of two (2) hours of premium pay. Mileage that may be paid by the court will be considered separate payment and will not be included in the above premium pay. Said payment shall be made only when an employee is required to attend court as a witness arising out of a work related incident. Said employee shall not be paid mileage by the Employer if paid by the court. Such time spent in court shall include time excused for lunch if the employee is required to return to court.

Section 5. Overtime. Positions of employment covered by this agreement are professional and sometimes require incidental uncompensated overtime. Work performed in preparation for subsequent activities, beyond forty (40) hours per week, shall not be compensated for, such as but not limited to, preparation for the next day's activities. Specific overtime is that time worked beyond forty (40) compensated hours in seven (7) consecutive days that is authorized in advance by the Prosecuting

Attorney. An employee shall be compensated within ninety (90) days for specific overtime worked at the rate of time and one-half in money, or, if agreed between the employee and the Prosecuting Attorney, time off accumulated at time and one-half. However, if the budgetary circumstances of the department require, the employee shall take time off. The Prosecutor, with the concurrence of the Personnel Director, may allow an employee to carry over compensatory time. Complete records of overtime shall be reported each payroll period to the Payroll Department.

Section 6. A bargaining unit employee who is designated by the Prosecutor as being "on-call" for a specific week shall be compensated for such duty as follows:

- A. Through January 8, 1993, four (4) hours per day at time and one-half for Saturday, Sunday or holiday Warrant Duty.

Effective from January 9, 1993, for up to four (4) hours per day for Saturday, Sunday or holiday Warrant Duty, the designated employee shall receive:

- 1. \$130.00 per day, effective from January 9, 1993;
 - 2. \$135.00 per day, effective from June 26, 1993;
 - 3. \$145.00 per day, effective from June 25, 1994;
 - 4. \$155.00 per day, effective from June 24, 1995.
- B. In addition to (A) above, compensation shall be at the rate of time and one-half for on-call hours worked in addition to Warrant Duty.
 - C. On call payments made after January 9, 1993, shall be paid in the first pay period following the end of each calendar quarter.
 - D. The parties agree to re-open the issue of on-call compensation in the event the Prosecutor's Office establishes a new computerized warrant system.

ARTICLE 11

JOB OPENINGS AND TEMPORARY ASSIGNMENT

Section 1. Job Openings.

A. In the event of a newly created Unit position or an opening in a vacated Unit position which the Employer intends to fill, employees in this Unit shall have an opportunity to apply by adhering to the normal Employer's hiring procedures. Applications will be kept on file for a period of six (6) months and will be considered for additional openings within that period at the applicant's request.

B. Unit members who have completed at least one (1) year of service in the unit who apply for an available Principal Attorney position, shall be referred for such opening if it is determined that they possess the ability to perform the work, training, experience, physical and technical qualifications and personality and compatibility necessary to perform the duties and functions of the desired Principal Attorney position.

Such determination shall be made within the discretion of the Employer.

Notwithstanding the above, the Employer reserves the right to determine how many persons will be referred at any one time, which normally will be a maximum of five (5).

C. If less than three (3) qualified employees apply and are eligible for referral, then the most qualified other applicants may also be referred with the qualified employees.

D. The Employer reserves the right to refer applicants for an open position in order to comply with present or future equal employment opportunity requirements.

E. The final decision in filling the position will be at the sole discretion of the Prosecuting Attorney.

Section 2. Temporary Assignment. An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in the Principal Attorney classification, which is temporarily vacated due to illness, vacation, authorized leave, resignation or termination of employment for more than three (3) consecutive working days, shall be paid at the lower rate in the Principal Attorney classification which is at least five percent (5%) above his/her regular rate. Except in the event that Step One of the new salary grade is ten (10%) percent above the current wage, said Employee shall be placed in Step One of the new salary grade. If there is no step in the new salary grade that is between five and ten (5-10%) percent higher than his/her current rate, said Employee shall receive an increase of seven and one-half (7.5%) percent. An employee so assigned shall advance within that grade. All

such assignments must be authorized in writing by the Prosecuting Attorney.

If the employee works in excess of three (3) consecutive working days, the employee shall be paid for the entire period from the date of assignment.

An employee temporarily assigned to and compensated at a higher classified position within the Unit and is subsequently permanently assigned to that higher classified position, shall have his/her anniversary date made retroactive to the date of the temporary assignment provided the employee is continuously employed in that higher classified position from the date of the temporary assignment to the date of the permanent assignment.

An employee may be temporarily assigned to the work of any position in the same or lower salary grade and shall not suffer any loss of pay during the period of the temporary assignment.

ARTICLE 12

GRIEVANCE PROCEDURE FOR ALL NON-DISCIPLINARY MATTERS

Section 1. A grievance is defined as a claim, reasonably and sensibly founded, of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within eight (8) days after the grievance has become known or should reasonably have been known by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 2. An employee having a grievance predicated upon an alleged violation of the terms of this Agreement shall present it as follows:

Step 1. The grievance shall be reduced to writing by the employee and presented to the Chief Assistant Prosecutor or Administrator within said eight (8) day period and request that the grievance be adjusted. The Chief Assistant or Administrator will meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) days of said meeting, but in no event more than six (6) days after the grievance has been presented to the Chief Assistant Prosecutor or Administrator. The employee shall suffer no loss of pay for the time spent with the Chief Assistant Prosecutor or Administrator to discuss the grievance.

Step 2. If the answer of the Chief Assistant Prosecutor or Administrator received in Step 1 is not satisfactory to the employee, he/she shall, within three (3) days of the receipt of the answer in Step 1, submit the grievance in writing to the Prosecutor. The Prosecutor shall submit an answer in writing within three (3) days. The employee may furnish a copy of the grievance to the Union. A copy of the answer shall be furnished to the Union departmental representative, provided that if Section 4 is utilized, this sentence shall not apply.

Step 3. If the answer of the Prosecutor received in Step 2 is not satisfactory to the

employee, the Union departmental representative, within three (3) days thereafter, shall submit notice of appeal to the Personnel Department Director.

Step 3A. The Personnel Director, Prosecutor, effected employee and ICEA representative shall meet within seven (7) working days after the submission of the grievance under Step 3. The Personnel Director shall give a written answer within three (3) working days following the meeting. If this answer is not satisfactory to the employee or Prosecutor, it shall be submitted within three (3) working days after receipt of the answer to Step 4.

Step 4. The Personnel Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Personnel Director in writing at least five (5) days prior to the next meeting. The County Personnel Director shall notify the Union and the aggrieved employee in writing at least four (4) days prior to the meeting. At this meeting, the Personnel Committee will review the facts as they relate to the interpretation and application of this Agreement. The Personnel Committee shall reply with its decision, in writing, no later than three (3) days following said meeting. If the decision of the Personnel Committee is unsatisfactory to the employee, said dispute may be submitted within fifteen (15) days for arbitration in accordance with the procedures and rules of the American Arbitration Association. The fees and approved expenses of said arbitration shall be borne equally by the Employer and the Union.

Expedited Grievances. Grievances may be filed at Step 3A in cases involving loss of pay.

Section 3.

A) For the purpose of the grievance procedure, a "day" shall mean any working day, Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the Union or Employer or is answered by the Employer.

B) Any time limit in the grievance procedure may be extended by mutual agreement of the parties.

C) A grievance presented at any step shall be dated and signed by the Union representative or employee presenting it; any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.

D) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the original request of the employee.

E) Any grievance not presented or appealed by the employee or Union within the time limits shall be deemed settled on the basis of the Employer's last answer or shall be denied.

F) All dispositions of written grievances shall be made in writing and one (1) copy sent to the Personnel Director and one (1) copy sent to the President of the Union.

G) (1) When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for a Veterans Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq, or any Federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and affected employee shall not process the complaint through any grievance procedure provided for in this contract. It is specifically recognized by the parties that Section 1 encompasses and shall apply to Veterans Preference hearings, Michigan Department of Civil Rights complaints, Michigan case and/or statutory remedies, or Court actions litigating the same issues.

(2) If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to pursue the issue(s) in another forum, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 4. Notwithstanding any other provision hereof, an employee may elect to present or pursue such employee's grievance under this Article without the assistance from or representation by the Union. A copy of any agreement reached shall be given to the Union.

ARTICLE 13

PAST PRACTICES AND OTHER AGREEMENTS

Section 1. Only past practices established by the Employer and the Union shall be continued.

ARTICLE 14

SAVING CLAUSE

Section 1. If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal or any Court of competent jurisdiction, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 2. Contracted Benefits. Notwithstanding the provisions hereunder, no benefits shall be afforded to any employee when the Employer's contractual agreement with a third party for said benefits does not permit coverage of said employee. The Employer shall notify the Union as soon as practicable after learning of such exclusion.

It is agreed that if benefits cannot be afforded to an employee because of the Employer's contractual agreement with a third party does not permit coverage of said employee, then, in such event, the Employer shall make a good faith effort to obtain comparable coverage elsewhere.

ARTICLE 15

COST OF LIVING

Section 1. Full-time employees shall be eligible to receive a cost of living supplement of Two Hundred Seventy-Five (\$275.00) Dollars paid the 15th day (or the first regular work day thereafter) of October in 1992; and January in 1993.

Section 2. Part-time employees shall be eligible for a cost of living supplement at one-half the rate specified above, but special part-time, temporary and probationary employees shall not be eligible to receive such supplementary compensation.

Section 3. The supplement will be paid to all eligible employees who have been continuously employed and compensated by the Employer for the entire three (3) month period.

Section 4. Full-time and part-time employees shall be eligible to receive a cost of living supplement after they have completed their probationary period. They shall be paid said supplement on a prorata basis after completing their probation if said probation is completed prior to the end of the three (3) month period stated in Section 1 of this Article.

Section 5. The cost of living supplement prorated calculation shall be based on the following: \$3.05 per day, for employees who have completed their probationary period during the cost of living quarter.

Section 6. Laid off employees shall receive cost of living as noted above on a prorata basis from their date of lay off.

Section 7. Retired employees shall receive cost of living as noted above on a prorata basis from their date of retirement.

Section 8. Employees who die shall receive cost of living as noted above on a prorata basis from their date of death.

Section 9. Employees who go on disability shall receive cost of living as noted above on a prorata basis from the commencement of disability coverage.

Section 10: If an employee has obtained an authorized uncompensated leave of absence, as permitted under this Contract, during the cost of living quarters as noted above, he/she will not receive any prorata cost of living excepting, however, if the employee is compensated by the Employer for the entire next quarter as defined in this Article, then he/she shall receive a prorata amount based upon the time he/she was compensated by the Employer (excludes workers' compensation) during the previous quarter in addition to the full amount for the current quarter.

EXAMPLES:

1. If an employee was compensated fifty percent (50%) the first quarter by the Employer and one hundred percent (100%) the second quarter, then the employee would receive fifty percent (50%) of the first quarter's payment and one hundred percent (100%) for the second quarter.
2. If an employee was compensated fifty percent (50%) the first quarter by the Employer; fifty percent (50%) the second quarter by the Employer; and one hundred percent (100%) the third quarter by the Employer, he/she would receive fifty percent (50%) for the second quarter and one hundred percent (100%) for the third quarter. The employee would not receive any payment for the first quarter.

It is expressly understood and agreed that workers' compensation is not considered paid time or "compensation" for the purposes of this Article.

Section 11. Effective from the quarter beginning January 1, 1993, this Article 15, Cost of Living, shall be null and void.

ARTICLE 16

HOSPITALIZATION - MEDICAL COVERAGE

Section 1. The Employer will offer the following health insurance programs for eligible full-time employees and legal dependents. The lesser cost of Options 3 and/or 4 shall establish the benchmark for all Employer obligations including, but not limited to, the cash option payable into a deferred compensation plan or directly to the employee as taxable income as provided in Section 6:

- Option 1. Physicians Health Plan Plus 534/311-11010. Ten Dollar (\$10.00) office visit co-pay; Fifteen Dollar (\$15.00) urgent care facility co-pay; Five Dollar (\$5.00) per prescription co-pay; and one hundred percent (\$100%) hospitalization coverage.
- Option 2. Health Central. BCN-5; PD5 NSC; DCC; WMHSAC; WERC; SNF-120; P&O 20%; DME 20%; AS 5.
- Option 3. BCBSM-PPO. Comprehensive Hospital, Semi-Private, D45NM, DC, MVF-II, CC, SOPC, FAE-RC, ML, SAT-2, SOT-PE, GLE-1, VST, RM, RPS, Prescription Drug Program, Five Dollar (\$5.00) Co-pay with PD-MAC, APDBP, Predetermination 100/20, Master Medical Option IV, (excluding drugs), MMC-POV, TRUST-20, PLUS-20, PCES-I and PCES-II.
- Option 4. BCBSM-TRADITIONAL. Comprehensive hospital, Semi-private, D45NM, OPC, CC, XF, COB-3, SOT-PE, GLE-1, PRE/100, MVF-2, PCES-1, PCES-2, ML, DC, SD, FAE-RC, Prescription Drug Program Five Dollar (\$5.00) Co-pay (PD-MAC), APDBP, Master Medical-Option II (excluding drugs).

If the premium cost for the Health Insurance Program elected by the employee exceeds the lesser of Option 3 (BCBSM-PPO) and/or Option 4 (BCBSM Traditional), such premium cost differential shall be paid by the employee through payroll withholding.

There shall be an open enrollment period prior to the effective implementation date, in order to allow employees to elect an option.

Section 2. An employee shall become covered upon completion of the required forms and upon his/her acceptance by Blue Cross/Blue Shield as a participant. The Employer shall pay the entire premium cost for full family coverage for each eligible full-time employee. Payroll deductions will be made for any additional coverage the employee chooses to select.

Section 3. The Employer reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 4. Part-time employees shall receive medical coverage as stated in Article 4, Section 2 (B).

Section 5. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay an amount equal to thirty percent (30%) of the premium cost of the coverage for which the employee is otherwise eligible at the time of election (full family, two (2) persons, or single subscriber) (1) into a deferred compensation plan as selected by the employee or (2) directly to the employee as taxable compensation. The above is subject to the lesser cost of Options 3 and 4 noted in Section 2 which is effective as soon as feasible following ratification. Employees losing medical coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 6. Employees may pay group rates for hospitalization/medical/dental coverage for the maximum period required by applicable Federal law.

Section 7. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 7 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the County Personnel Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage.

Section 8. The Employer and the Association agree to negotiate on the addition of alternate health plans should the Employer so request of the Association or vice versa. However, such plans cannot be implemented without the mutual agreement of the parties.

In the event health insurance cost containment measures are identified following the date of ratification of this agreement, then the Association and the Employer agree to negotiate those measures so identified in good faith.

ARTICLE 17

LIFE INSURANCE

Section 1. Full-time employees shall be provided with life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00), including double indemnity for accidental death.

Section 2. Probationary employees are ineligible for life insurance until satisfactory completion of their probationary period and said life insurance coverage will become effective following the completion of probation.

Section 3. Part-time employees shall not be eligible for life insurance coverage.

Section 4. Retirees shall be provided life insurance as provided in Article 24, Section 4.

Section 5. Employees shall have the option to purchase, at their expense through payroll deduction, additional life insurance coverage in amounts and for the costs as allowable and determined by the insurance carrier.

Section 6. Life insurance and Accidental Death and Dismemberment benefits will follow the schedule below regarding active Employees over age Sixty-Four (64):

Age 65 through 69 -	Benefit reduced to 65% of coverage.
Age 70 through 74 -	Benefit reduced to 45% of coverage.
Age 75 through 79 -	Benefit reduced to 35% of coverage.
Age 80 through 84 -	Benefit reduced to 30% of coverage.
Age 85 and Over -	Benefit reduced to 25% of coverage.

ARTICLE 18

HOLIDAYS

The following holidays are recognized by the Employer:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Friday following
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Columbus Day	

Section 1. Employees who are not required to work on the above recognized holidays shall be paid for the holidays.

Section 2. Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

Section 3. When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

Section 4. Except as provided in Article 10, Section 6, employees who are required to work during normal hours as provided in Article 10, Section 1, on one of the days designated above as a holiday shall be paid at two (2) times their regular straight time hourly rate for the hours actually worked not to exceed eight (8) hours. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when the employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of the holiday pay entitlement for hours not worked. Any hours worked on a holiday exceeding eight (8) hours, shall be paid as provided in Article 10, and hours worked on a holiday other than 8:00 a.m. to 5:00 p.m. shall be at time and one-half (1 1/2).

Section 5. To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head.

Section 6. Employees shall be entitled to the preceding day off with pay, whenever Christmas and New Year's Day falls on Tuesday, Wednesday, Thursday, or Friday. Those who are required to work shall be paid in accordance with Section 4 above.

DONALD E. MARTIN
INGHAM COUNTY PROSECUTING ATTORNEY



303 West Kalamazoo
Lansing, Michigan 48933
Phone: (517) 483-6108
FAX: (517) 483-6397

August 21, 1991

KIM WARREN EDDIE
CHIEF ASSISTANT PROSECUTOR

Dan E. Hankins
Hankins and Associates
2277 Science Parkway
Okemos, Michigan 48864

RE: Contract - Assistant Prosecuting Attorneys

Dear Mr. Hankins:

I reviewed the new contract for the Assistant Prosecuting Attorneys. I find it again provides language which reflects that "he/she is discharged for just cause and not reinstated" in the seniority section, as have previous contracts.

I wish to notify you that such language applies only for seniority purposes. It remains my position that the Assistant Prosecuting Attorneys hold their positions at the pleasure of the elected Prosecuting Attorney, as provided for in MCLA 49.35.

Although my position remains that the language indicated applies solely to the issue of seniority rights and in no way modifies the remaining provisions of the contract, nor the vesting powers of the Prosecuting Attorney, I find no merit in holding the contract over this issue. In the event the Board of Commissioners ratifies the contract as presently constituted, I will also sign the same.

Very truly yours,

DONALD E. MARTIN
Ingham County Prosecuting Attorney

DEM/mh

cc: David Stoker, Corporation Counsel
Harold Hailey, Personnel Director
Sam Smith, APA Negotiating Unit

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M. ANN MOORE
JAMES L. PETTIBONE
RAYMOND A. PURDY
DAVID R. SCYOC
FRANCESCO SIMONE
GUY L. SWEET

Division Director
JUDITH B. SPENCER

Section 7. Martin Luther King Day shall be observed as a County holiday on the same day it is observed by the State and Federal government.

Section 8. Probationary employees are ineligible for holiday pay until they have satisfactorily completed their probationary period. Upon successful completion of a probationary period, the employee shall be paid for all regular holidays which occur subsequent to their date of hire.

ARTICLE 19

VACATIONS

Section 1. Employees shall earn vacation credits according to the following schedule:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED EACH PAYROLL PERIOD WORKED</u>
1st year	3.384 hours (88)
2nd year	3.693 hours (96)
3rd year	4.000 hours (104)
4th through 8th year	4.923 hours (128)
9th year	5.231 hours (136)
10th through 14th year	5.846 hours (152)
15th year and over of uninterrupted employment	6.492 hours (168)

Section 2. Vacation hours may not be used until the employee has completed six (6) months of continuous service with the Employer.

Section 3. Vacation hours not used may only be accumulated to a maximum of Three Hundred (300) hours.

Section 4. Absence on account of sickness, illness or disability in excess of that hereinafter authorized for such purposes, may at the request of the employee, be charged against earned vacation allowance.

Section 5. The Employer shall keep a record of vacation credit, and each department head shall schedule vacation leaves to accord with operating requirements, and insofar as possible, with the written request of the employee.

Section 6. Records of employee vacation eligibility and vacation hours shall be available to the employee.

Section 7. Unused vacation hours earned in accordance with provisions of this Article will be paid to employees who have completed their probationary period upon retirement or upon resignation, provided two (2) weeks written notice from the employee is given the Employer. Vacation hours will not be paid in cases of disciplinary discharge from employment.

Section 8. Vacation Bonus Days.

a) Effective July 1, 1992, each full-time employee was credited with ten (10) hours of vacation bonus hours to be used during the year of 1992. The first ten (10) hours of annual leave taken during 1992 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1992 will be lost effective

December 25, 1992. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

b) Effective December 26, 1992, each full-time employee will be credited with twenty (20) hours of vacation bonus hours to be used during the year of 1993. The first twenty (20) hours of annual leave taken during 1993 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1993 will be lost effective December 24, 1993. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

c) Effective December 25, 1993, each full-time employee will be credited with twenty (20) hours of vacation bonus hours to be used during the year of 1994. The first twenty (20) hours of annual leave taken during 1994 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1994 will be lost effective December 23, 1994. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

d) Effective December 24, 1994, each full-time employee will be credited with twenty (20) hours of vacation bonus hours to be used during the year of 1995. The first twenty (20) hours of annual leave taken during 1995 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1995 will be lost effective December 22, 1995. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

e) Effective December 23, 1995, each full-time employee will be credited with ten (10) hours of vacation bonus hours to be used during the year of 1996. The first ten (10) hours of annual leave taken during 1996 will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during 1996 will be lost effective June 21, 1996. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

Section 9. Part-time employees shall earn vacation and vacation bonus (Section 8) at one-half (1/2) the rate of full-time employees. However, part-time employees who are regularly scheduled to work and do work between thirty (30) and thirty-nine (39) hours per week shall receive vacation at three-fourths (3/4) rate of full-time employees.

ARTICLE 20

TRAVEL ALLOWANCE

Section 1. Parking Allowance. Whenever it is necessary in the course of employment for an employee to have available his/her motor vehicle during the hours of employment, the department head shall request the Personnel Committee's approval of parking reimbursement to be made on a monthly basis for said employee. Employees who are not required to drive their vehicle in the course of their employment, will be reimbursed up to a maximum of Twenty Dollars (\$20.00) per month payable on a quarterly basis, provided the employee furnished satisfactory proof of payment.

Employees are encouraged to use the CATA system. The reimbursement for the use of the CATA system will be made only if the County does not provide parking at no cost to the employee. The employee must provide satisfactory proof of same to a maximum of Twenty Dollars (\$20.00) per month.

Section 2. Mileage Allowance. The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

- A. The rate shall be the Internal Revenue Service standard mileage rate of the first Fifteen Thousand (15,000) miles for the simplified method of computing deductive costs in operating passenger automobiles for business purposes for Employees, as established by Revenue Procedure 80-7 and any updates thereof shall be used with said mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- B. Claims Miscellaneous. Mileage shall always be computed on the basis of the shortest distance between the point of departure and destination.

Section 3. Automobile Insurance. Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of Ninety Dollars (\$90.00) per calendar year for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

This payment will be made by December 1st of the contract year providing that prior to December 1st the employee shall submit proof of the additional automobile insurance and payment of same.

Section 4. Conferences, Conventions or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer.

- A. Attendance at a meeting, convention, conference or seminar outside the State of Michigan shall have the prior approval of the appropriate committee of the Board of Commissioners.
- B. Travel by private automobile shall be reimbursed at the rate as provided in Section 2 above.
- C. If transportation is by an Employer owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of the receipts.
- D. If travel is by common carrier, tourist fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- E. Reimbursement for meals will follow the policies and rates adopted by the Board of Commissioners.
- F. When a member of the employee's family, i.e. wife, husband, son or daughter shares the hotel or motel room, the single occupancy rate will be reimbursed, if receipts have been retained and submitted with an Expense Voucher.
- G. Tolls, telephone and telegraph expense will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.
- H. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- I. Expense Vouchers shall be submitted for the next regular Board of Commissioners meeting following the convention, conference, seminar or meeting attended by the employee.
- J. The following items will not be reimbursed under any circumstances:

1. Travel Insurance;
2. Laundry or Dry Cleaning;
3. Hospitality or Entertainment Expense.

K. Taxi fare is reimbursable if the trip was made by common carrier.

Section 5. Advance Payment. Employees may receive a travel advance prior to their traveling on Employer's business. Said advancement requires the prior approval of the department head and the County Controller, under the following provisions:

- A. The request for advance payment shall be in writing on a form provided and received by the Controller at least five (5) days prior to issuance date desired.
- B. A complete report shall be made by the employee to the Controller within five (5) working days after his/her return.
- C. Receipts for hotel bills, registration fees, meals, plane, railroad or bus tickets shall be filed with the report.
- D. If a private car is used for transportation, mileage will be paid according to the regular Mileage Schedule.
- E. All other expenses to be advanced shall be in accordance with the previous sections hereunder dealing with travel allowances.

ARTICLE 21

LEAVES OF ABSENCE

Section 1. Sick Leave.

A. Sick leave credit shall be earned at a rate of four and one-half (4 1/2) hours with pay for each bi-weekly payroll period worked.

B. Sick leave credit may be accumulated to a maximum of 1,920 hours.

C. An employee eligible for sick leave may use such leave upon approval of his/her department head, for absence due to the employee's personal illness, injury or exposure to contagious disease.

A cumulative maximum of 40 hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child or parent of the employee. Medical verification may be required by the Co-Employers.

An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason thereof within the first hour of the employee's work day. Failure to do so may be cause for denial of pay for the period of absence. The department head may require proof of illness or injury when he/she deems it appropriate.

D. Absence for a part of an hour that is chargeable to sick leave shall be charged in an amount no smaller than one-half (1/2) hour.

E. Upon resignation or dismissal from County service, all sick leave credits shall be canceled and shall not be reinstated or paid for, provided, further, that upon termination for other than retirement, death, layoff, or involuntary discharge, an employee covered under this Agreement will receive a portion of their accumulations of sick leave that were accrued as of October 1, 1991 as listed below:

Less than 3 years service	=	0%
3 or more, but less than 6 years of service	=	15%
6 or more, but less than 10 years of service	=	20%
10 or more years of service	=	30%

"Years", for this provision, shall mean years of continuous service in a classification of Assistant Prosecuting Attorney or above. The accumulations eligible for payout under this subsection shall be limited to the unused accumulations an employee has accrued as of October 1, 1991. This October 1, 1991 maximum accumulation level shall not increase after October 1, 1991 for payout purposes under this subsection. The maximum payout accumulation level shall be reduced in an amount equal to any use of sick leave, or the cashing in of sick leave under subsection H below, that reduces an employee's total sick leave accumulations below

disability leave of absence using his/her accumulated sick time. In addition to or in lieu of using his/her accumulated sick leave days, the employee may be granted unpaid personal leave during the period of disability. In the event that the employee elects not to use his/her sick time, than this waiver shall be in writing to the Personnel Office and the Union President. The Employer may require verification of disability by a physician.

The maximum disability leave of absence, including the use of all compensated accumulated time (i.e. vacation, sick leave, compensated time where applicable, and sick bank compensation) will be ninety (90) calendar days. Any additional time request must be submitted with a doctor's statement indicating the specific nature of the disability and the estimated duration of said disability.

To be eligible for disability leave, the employee must provide medical evidence of disability, and/or the department head may require a physical examination to determine the employee's ability to perform his/her regular duties if he/she deems it appropriate.

Section 4. Special Leaves.

A. In addition to leaves authorized above, a department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year. With the prior approval of the Personnel Department, a department head may authorize an employee to be absent without pay for personal reasons for a longer period, but not to exceed sixty (60) days in any calendar year unless the Personnel Committee approves one (1) additional ninety (90) day extension under unusual circumstances.

B. Upon prior approval of the Personnel Committee, department heads may authorize special leaves of absence for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes:

1. With or without pay, for the attendance at a college, university or business school for the purpose of training subjects relating to the work of the employee and which will benefit the employee and the Employer.
2. Without pay, for urgent personal business requiring the employee's attention for an extended period such as settling estates or liquidating a business.
3. Without pay, for purposes other than the above that are deemed beneficial to the Employer.

C. The Personnel Committee, upon recommendation of the department head, may grant leaves of absence with or without pay in excess of the

above limitations, for the purposes of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the Employer.

D. The Employer shall abide by the mandatory provisions of Federal and State law regarding re-employment rights of veterans and to granting leaves of absence in accordance therewith.

Section 5. Union Notice. The Union shall receive a copy of all approved leaves of absence.

Section 6. If an employee is absent from work on sick leave, disability leave, workers' compensation or other absences because of the employee's injury or illness, and the employee has been off work fifteen (15) or more consecutive days, or has been subject to hospitalization, the employee shall provide the Prosecutor a physician's verification that he she is not able to resume regular duties of an Assistant Prosecuting Attorney.

Section 7. In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the Prosecuting Attorney and/or the county are not satisfied with the determination of the treating physician, after having supplied articulated concerns to the employee without satisfactory response, the Prosecuting Attorney and/or the County may require a report from a medical doctor of their choosing and at their expense relative to the employee's physical or mental ability. The Employer will notify the Union and the Union's Legal Counsel no later than the same time the employee is notified of a request for a County exam. If the dispute still exists, the employee's physician and the Prosecuting Attorney or the County's physician shall consult and agree upon a third physician to submit a report concerning the employee's physical or mental health to the Prosecuting Attorney or the County and the employee. The decision of the third physician shall be binding on both parties. The expense of the report of the third physician shall be borne equally by the County and the employee to the extent not covered by insurance. The employee shall make himself/herself available to the Prosecuting Attorney or County physician for examination at a time set by the physician.

ARTICLE 22

DISABILITY INSURANCE PLAN

Section 1. The Employer will provide a short-term disability plan as follows for regular, non-probationary, full-time employees:

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the Employer will provide fifty percent (50%) of the employee's gross salary to a maximum of \$300.00 per week for a maximum of one hundred four (104) weeks.

Effective January 1, 1993, upon proper medical determination of disability due to a non-work related illness or injury, the Employer will provide fifty percent (50%) of the employee's gross salary to a maximum of \$2,500.00 per month for a maximum of twenty-four (24) months.

- B. The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.
- C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.

Section 2. Seniority shall accrue while an employee is being paid disability payments, but all other benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation and longevity, shall cease except as provided in Section 5.

Section 3. Disability is defined as the complete inability of an employee to engage in each and every gainful occupation or employment covered in the bargaining unit for which he/she is qualified or may reasonably become qualified by reason of his/her training, education or experience; provided that the salary in that position is not less than the disability benefits.

that what the employee had on October 1, 1991. In no case will the amount of sick leave hours paid out under this section exceed 320 hours.

F. Unused sick leave credit shall be paid upon the retirement of the employee or upon his/her death, to his/her beneficiaries, at a rate of one-half the current annual pay up to a maximum payment equivalent to Six Hundred Forty (640) hours pay.

G. Employees shall be eligible for maternity/paternity leave as required by applicable Federal and/or State law.

H. Upon execution of a written option, an eligible employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the twelve (12) month period at the base rate of compensation in place during December of the contract year, to a maximum of forty (40) hours. The twelve (12) month period shall begin with the second payroll period of November and run through the 1st payroll period of the following November of each succeeding year. The remainder of the employee's sick leave balance shall accumulate as set forth in Subsection B of this Section. The payment request shall be submitted on the designated form no later than November 15 of the contract year and payment therefore shall be received no later than December 15 of that year. To be eligible to use this sick leave annual cash-out option an employee must have three (3) or more years of continuous service in a classification of Assistant Prosecuting Attorney or above as of November 15th of the year the cash-out payment will be made.

Section 2. Funeral Leave. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral up to a maximum of five (5) days, three (3) of which will be with pay, and, if necessary, two (2) additional days to be charged against earned sick leave. The immediate family shall be interpreted as including: spouse, children, parents, father-in-law and mother-in-law.

One day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, niece, and two (2) days for brother-in-law, sister-in-law, brother, sister, daughter-in-law, son-in-law, grandfather, grandmother or grandchild to be charged against earned sick leave.

The department head is to be notified immediately of a death in the family and the extent of the expected absence. The department head, within his/her discretion, may require the employee to provide appropriate verification to confirm his/her eligibility for the provisions of this Article.

Section 3. Disability Leave of Absence. When an employee's physician states that he/she is disabled, including disability relating to pregnancy, such employee shall, if he/she desires, be allowed a

Section 4. To be eligible for disability insurance coverage, an employee must comply with the provisions of any adopted disability plan, including compliance with any medical examination requirements.

Section 5. Employees on disability may pay group rates for hospitalization/medical coverage and dental coverage to the extent required by Federal law.

ARTICLE 23

LONGEVITY PLAN

Section 1. All regular full-time Employees, having completed four (4) years of continuous regular employment prior to December 1, shall be eligible to receive a longevity bonus for service with the Employer. A year is defined as December 1 through the following November 30. Payments to employees who become eligible to receive a longevity bonus prior to December 1 of any year, shall be paid the first regular work day of December. The following will not affect eligibility during the initial four (4) year eligibility period only: ten (10) days or less of authorized unpaid leave and/or thirty (30) days or less of unpaid sick leave, including workers' compensation, each year.

Employees must have completed continuous full-time employment equal to that required for original eligibility, as stated above, plus one (1) additional year of continuous service, regular, Employer compensated full-time employment to be eligible for each additional annual payment.

After the four (4) year eligibility period, employees whose employment terminates before December 1 because of service or disability retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1st to the date of cessation of their active employment. All other employees whose employment terminates for other reasons prior to December 1 shall not be eligible to receive a longevity bonus.

After the four (4) year eligibility period, as stated above, employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month eligibility period for a longevity bonus other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation (excludes workers' compensation), provided that the employee is eligible and receives a longevity payment the following year. Under such circumstances, the employee shall receive a retroactive prorata payment at the rate it was earned. The above limitation shall not be applicable to authorized leaves of absence which do not exceed in total thirty (30) days in a year. For example, if an employee is granted a fifteen (15) day leave one month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment. Employees on unpaid leave of absence due to illness during the 12-month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full Employer compensation.

Section 2. The longevity bonus payment schedule shall be as follows:

Continuous Employment

Annual Bonus

4 or more, but less than 8 years	3% of Annual Wage
8 or more, but less than 12 years	5% of Annual Wage
12 or more, but less than 16 years	7% of Annual Wage
16 or more years	9% of Annual Wage

Section 3. The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any other compensation, including workers' compensation. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of Eighteen Thousand Dollars (\$18,000.00).

Section 4. By November 1 of each year, each department head shall furnish the Personnel Office with a list of employees who are eligible to receive a longevity payment. The department head shall indicate the amount of the longevity bonus due such employee. The Personnel Office shall review each list to assure that dates of continuous employment correspond with the employment records and that the proposed payments are consistent with the collective bargaining agreements; make any revisions necessary; inform the department head; and provide one (1) list of approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedure.

Section 5. After the four (4) year eligibility period, those employees who are then placed on either part-time or special part-time status from their regular full-time position by the Employer, are laid off, or commence disability insurance compensation, shall have their longevity computed on a prorata basis.

Section 6. It is expressly understood and agreed that workers' compensation is not considered paid time or "compensation" for the purposes of this Article.

Section 7. If, prior to the completion of the initial four (4) year eligibility period, an employee has a break in service or is reduced to less than full-time due to no fault of their own for twelve (12) months or less during the longevity year, then, under such circumstances, the employee, upon returning to work, may use the completed prior year(s) of continuous, regular, compensated employment to arrive at the required four (4) year eligibility period for longevity. However, the year in which the interruption occurred will not be counted in arriving at the required four (4) years of service.

An eligible employee would not lose all prior years of service for the initial longevity period if he/she were on an approved unpaid leave of ninety (90) days or less. For a leave of ninety-one (91) days or more, he/she would forfeit all prior years and would have to start over again. The employee would lose the year where the leave of absence occurs for the ninety (90) days or less for computing longevity.

ARTICLE 24

RETIREMENT

Section 1. Employees are covered by the Municipal Employees' Retirement System, benefit plan C-1. The Co-Employers agree to provide the B-3 plan, effective April 1, 1993. The Employer shall abide by all the terms and conditions of that program, or a similar retirement plan with the Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

Section 2. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.

Employees who retire after July 1, 1992, and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. These retirees shall be given an opportunity to select from health insurances provided for active employees under the terms of Article 16, Section 1. Single subscriber health and hospitalization coverage supplementing Medicare shall be provided for retirees eligible for Medicare. The cost for this insurance to be paid by the County shall not exceed the maximum single subscriber amount required to be paid under Article 16 for active employees by the County. After age 65, retirees are no longer eligible for the PPO coverage and shall, therefore, be required to select from among the other programs offered and under the same terms and conditions as active employees under Article 16.

The Employer shall offer an additional option for retirees of BCBS Traditional Option I coverage (CMM100) any time after this contract is executed by the parties in 1992.

In the event a retiree wishes to cover his or her spouse he/she may do so by preparing the County the difference between the applicable two-person rate and the appropriate benchmark amount.

A retiree who chooses the option of BCBS Traditional Option I coverage (CMM100) may apply the difference between the premium for that coverage, if less, and the maximum single subscriber amount paid under Article 16 for active employees, if any, to the coverage for his/her spouse.

Section 3. Notwithstanding any contrary provision contained in this Article, the obligation of the Employer to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as his/her spouse's Employer. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility

shall be determined by the regulations and rules established by the carrier providing such coverage.

Retirees losing medical coverage from another source shall notify the County Personnel Department in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.

The retiree shall apply for medicare, medicaid or similar federal program benefits as soon as he/she is eligible. As of said date, all benefits payable by the County shall be reduced by an amount equal to federal benefits pertaining at that time and shall be supplemented to such coverage. In the event the name of any of the Federal coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Section 4. Employees who retire during the period of this Agreement, or who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with \$2,000.00 life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the Employer.

Section 5. The Employer shall pay the employee's portion of the retirement costs, through March 31, 1993. Effective April 1, 1993, the employees shall contribute 1.4% of their total compensation to MERS.

Section 6. The Employer reserves the right to substitute another plan provided prior notice is given to the Union and comparable benefits are obtained.

Section 7. To the extent the Employer is determined to be eligible, the Employer will provide as soon as feasible, a MERS "P" Program subject to and contingent upon MERS' authorization. The entire bargaining unit must participate the same percentage contribution. Employees wages shall be reduced accordingly.

ARTICLE 25

DENTAL INSURANCE

Section 1. Dental Insurance. The County shall provide Dental Insurance for full-time and part-time employees and their dependents as follows:

<u>Class I Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventive	100%	-0-
Emergency Palliative	100%	-0-
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>Class II Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Bridges, Partial and Dentures	50%	50%

Payment under this provision is limited to Eight Hundred Dollars (\$800) maximum per person, per contract year for Class I and Class II Benefits.

Section 2. Eligibility. Probationary, special part-time, temporary and substitute employees are not eligible for coverage.

Section 3. Employees may continue their dental coverage to the extent required by Federal law.

ARTICLE 26

SALARIES

Section 1. All Attorneys hired upon the effective date of this Agreement will maintain their anniversary dates in effect April 1, 1991, unless they are reclassified or promoted. Attorneys hired, reclassified or promoted subsequent to April 1, 1991, will have as their anniversary date their date of hire, reclassification or promotion.

Section 2. Anniversary date is the date used to determine length of service within a specific classification. The anniversary date for all employees shall be their date of hire or promotion or reclassification, except as modified under Section 1 of this Article.

Section 3. The rates of pay for each classification are based on full-time employment for the positions in that classification. For each classification there shall be entrance, intermediate and maximum salary rates. Said rates are set forth in the salary schedule of this Agreement.

Section 4. Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the Prosecuting Attorney, the Personnel Director may approve initial compensation through step 3 in the salary schedule when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualification specified for the class. Authorization for initial compensation above Step 3 must be obtained from the Personnel Committee.

Section 5. Merit Increases. The Prosecuting Attorney may request a merit increase for employees within a classification to the Personnel Committee. The Personnel Committee shall, within the procedures established, and within its sole discretion, rule on the same.

Section 6. Promotions and Reclassifications.

- 1) Current annual wage is defined as the salary paid to the Employee on the date immediately prior to the date of reclassification or promotion.
- 2) Employees who are reclassified or promoted with their career field to a new or different pay grade shall receive an increase of a minimum of five (5%) percent to a maximum of ten (10%) percent more than the above-stated current annual wage, except in the event that step one of the new salary grade is ten (10%) percent or more above the current annual wage, said Employee shall be placed in step one of the new salary grade.
- 3) If there is no step in the new salary grade that is between five and ten (5-10%) percent higher than the current annual

wage, said employee shall receive an annual salary increase of seven and one-half (7.5%) percent, which shall be effective the first full pay period following promotion or reclassification. No said employee's next anniversary date (which is one [1] year following the effective date of reclassification or promotion), he/she shall be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time.

Section 7. Date of hire is the date that an employee commences employment in a full or part-time position. The use of "date of hire" is not used for reclassifications or promotion purposes regarding step increases

Section 8. Employees shall not be paid at rates in excess of the maximum for their salary grade and classification.

Section 9. Anniversary step increases will become effective the start of the payroll period following the anniversary date.

Section 10. If an employee is not performing satisfactorily, as determined by the Prosecuting Attorney, the employee and the Personnel Office shall be informed of this in writing, including the reasons therefore, prior to his/her eligibility for a step increase. Said increase may then be postponed for up to ninety (90) days to provide the employee an opportunity to improve his/her performance. At the end of that time, the employee shall either receive the salary increase if improvement has been made, or shall be terminated.

However, in lieu of termination after said ninety (90) days, the Prosecuting Attorney may extend the postponement of the step increase for additional increments of ninety (90) days, up to a maximum of one (1) year from the original date of postponement. After each such increment the Prosecuting Attorney may grant the step increase or terminate the employee if improvement has not been made.

Section 11. A requirement for advancement within pay ranges and for the purposes of longevity is continuous service, which means regular employment without break or interruption. Leaves of absence with pay and leaves of absence without pay of ten (10) or less days shall not interrupt continuous service. Absences on leave without pay in excess of ten (10) days, shall be deducted in computing total service, but shall not serve to interrupt continuous service.

Section 12. Employees who voluntarily or involuntarily terminate their employment, except laid off employees, will not receive salary or any other benefits retroactive if terminating prior to November 24, 1992.

Section 13. The County shall pay to the Michigan State Bar Association the dues for unit members. This shall include the basic dues only and not section or other additional dues.

ARTICLE 27

LIABILITY INSURANCE

Section 1. The Employer shall continue to provide Professional Liability Insurance comparable to what it currently has (in effect 1/1/88) contingent upon the insurance company not canceling or modifying same. In the event that the liability insurance is canceled, modified or otherwise discontinued for any reasons by the insurance company, then under such circumstances, the parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution. The Employer will attempt to obtain, under such circumstances, comparable coverage at comparable payment rates.

ARTICLE 28

I.R.S. SECTION 125

Section 1. The Employer will provide on or before July 1, 1991, IRS Section 125 document(s), allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

1. medical hospitalization expenses
2. dependent care programs
3. employee payroll deductions for health care premiums

The above requirement is subject to and contingent upon CPA verification that the same is permissible and will not jeopardize County tax deductions and is authorized by the IRS.

ARTICLE 29

TAX RATE ON SEPARATE CHECKS

Section 1. The employees' actual individual tax rate will be used on separate paychecks, i.e., longevity, cost of living (when payable), on-call, and sick time buy out.

SALARY SCHEDULE
ATTORNEY CLASSIFICATIONS AND GRADES

Section 1. Effective from June 27, 1992:

Assistant Prosecuting Attorney

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
	28,135	30,694	33,424	36,491	39,246	42,134	46,417	50,582	51,526 52,574

Principal Attorneys

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	39,737	42,262	44,664	47,338	50,173	53,194	56,383	59,767

Section 2. Effective from June 26, 1993:

Assistant Prosecuting Attorney

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
	28,698	31,308	34,092	37,221	40,031	42,977	47,345	51,594	52,557 53,625

Principal Attorneys

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	40,532	43,107	45,557	48,285	51,176	54,258	57,511	60,962

Section 3. Effective from June 25, 1994:

Assistant Prosecuting Attorney

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
	29,559	32,247	35,115	38,338	41,232	44,266	48,765	53,142	54,134 55,234

Principal Attorneys

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	41,748	44,400	46,924	49,734	52,711	55,886	59,236	62,791

Section 4. Effective from June 24, 1995:

Assistant Prosecuting Attorney

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
	30,741	33,537	36,520	39,872	42,881	46,037	50,716	55,268	56,299 57,443

Principal Attorneys

<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
	43,418	46,176	48,801	51,723	54,819	58,121	61,605	65,303

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26th day of January, 1993.

INGHAM COUNTY EMPLOYEES' ASSOCIATION
ASSISTANT PROSECUTORS' DIVISION

BY *Samuel R. Arant*
Negotiating Representative

BY *Paul Cigniani*
Member

BY *Sabrina Calenan*
Member

BY *Thomas A. Wan*
Member

BY *Michael J. Ferrey*
Member

COUNTY OF INGHAM

BY *Jean M. McDonald*
Jean M. McDonald
Chairperson, County Board
of Commissioners

BY *Lingg Brewer*
Lingg Brewer, County Clerk

BY *Donald E. Martin*
Donald E. Martin
Prosecuting Attorney

ADDENDUM 1

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF INGHAM AND THE PROSECUTING ATTORNEY

AND

THE INGHAM COUNTY EMPLOYEES ASSOCIATION
ASSISTANT PROSECUTING ATTORNEYS UNIT

WHEREAS, the County of Ingham and the Ingham County Prosecutor (hereinafter referred to as "Employers") and the Ingham County Employees Association, Assistant Prosecuting Attorney's Unit (hereinafter referred to as "Association") have previously agreed to the establishment of a full time/shared job position within the unit; and

WHEREAS, in establishing the full time/shared time position the Employers and the Union agreed that such position would be governed by the County's policies concerning shared time positions, including the Letter of Understanding concerning full time/shared time positions between the Employers' and the Ingham County Employees' Association, Professional Employees' Unit, as well as the conditions listed in Prosecutor Donald E. Martin's memo of May 19, 1988, approving the shared time position request; and

WHEREAS, the full time/shared time position within the Unit is filled by a husband and wife, being Mark R. Adams and Susan H. Adams; and

WHEREAS, the parties wish to clarify the available health insurance options which will be extended by the Employers based on the unique situation of a single full time/shared time position being occupied by spouses.

NOW THEREFORE, it is hereby agreed as follows:


1. The Employees within the ICEA Assistant Prosecuting Attorney's Unit shared time position may elect to have two (2) single subscriber health insurance coverages as provided by the County's general policies concerning shared time positions, or, alternatively, they may elect a single full family coverage health insurance policy covering both spouses and their children. In the event the single full family coverage option is elected, neither of the spouses will be eligible for the double coverage waiver payment pursuant to Article 16, Section 6 of the Collective Bargaining Agreement.

2. This Letter of Understanding shall be effective from and after July 18, 1991.

3. This Letter of Understanding shall be applicable only to the current occupants of the full time/shared time position within the ICEA Assistant Prosecuting Attorney's Unit, being Susan H. Adams and Mark R. Adams.

THE INGHAM COUNTY EMPLOYEES' ASSOCIATION








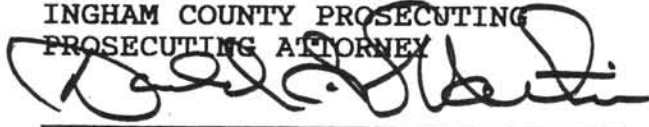


Mark R. Adams



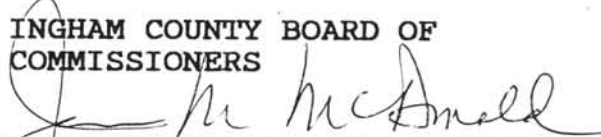
Susan H. Adams

INGHAM COUNTY PROSECUTING PROSECUTING ATTORNEY



Donald E. Martin
Prosecuting Attorney

INGHAM COUNTY BOARD OF COMMISSIONERS



Jean M. McDonald, Chairperson



RECYCLED
PAPER