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9/30/99

SAGINAW COUNTY ASSISTANT PROSECUTOR EMPLOYEES UNION  
SAGINAW COUNTY

LABOR AGREEMENT FOR THE YEARS JANUARY 1, 1996 TO SEPTEMBER 30, 1999

*Saginaw County*

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## AGREEMENT

THIS AGREEMENT is entered into this 14th day of August, 1996 pursuant to 1965 P.A. 379, between the County of Saginaw and the Saginaw County Prosecutor, hereinafter referred to as the "County" or "Prosecutor" or "Employer" and the American Federation of State County Municipal Employees, Local \_\_\_\_\_ Chapter \_\_\_\_\_ representing the Bargaining Unit hereinafter referred to as the "Union" or "Employee(s)".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree, as follows:

## DEFINITIONS

- A. "Agreement" - Agreement refers to this collective bargaining contract.
- B. "Assistant Prosecuting Attorney(s)". The licensed lawyer(s) appointed by the Prosecuting Attorney except Chief Assistant Prosecutor to carry out the duties, obligations and authority of the Office of Prosecuting Attorney as defined by applicable statutes and laws in the State of Michigan.
- C. "Bargaining Unit". The Assistant Prosecuting Attorney(s) employed by the Prosecuting Attorney during the effective period of this Agreement excluding all other Employees of the Saginaw County Prosecutors Office.
- D. "Classification" - Refers to Assistant Prosecutor I-V, as applicable.
- E. "County". The Board of Commissioners acting in the lawful capacity as elected representatives of the residents of the County of Saginaw and administration of County government by any person assigned, appointed or designated by the Board of Commissioners for the purpose of carrying out any applicable provisions of this Agreement.
- F. "Date of Hire" - as used in all sections of this Agreement, except Article IX, shall mean the date upon which the Employee began current and continuous employment with the County of Saginaw.
- G. "Demotion". Refers to an Employee being reclassified downward to a lower pay scale.
- H. "Employee(s)". An Assistant Prosecuting Attorney appointed by the Prosecutor as set forth by the statutes and the laws in the State of Michigan and is a licensed Attorney in the State of Michigan.
- I. "Employer". For the purpose of this Agreement the word "Employer" or "Co-Employer" means the Prosecuting Attorney and Saginaw County Board of Commissioners.
- J. "ICMA". Refers to the International City and County Managers Association Defined Contribution Plan adopted by the County.
- K. "MERS". Refers to the Municipal Employees Retirement System Defined Benefit Retirement Program.

L. "Probationary Employee(s)". Shall be defined as any Employee having less than one (1) year employment with the County.

M. "Promotion". Is defined as movement of an Employee from a lower classification to a higher classification on the salary scale (See Attachment A).

N. "Prosecuting Attorney" or "Prosecutor". The elected Prosecuting Attorney and co-Employer of the Assistant Prosecuting Attorneys whose duties obligations and authorities defined by the applicable statutes and laws in the State of Michigan or any person assigned, appointed or designated by him or her for the purpose of carrying out any applicable provisions of this Agreement.

O. "PTO". Refers to Paid Time Off hours as accumulated pursuant to this Agreement.

P. "Regular Full-Time Employee". For the purposes of determining eligibility for fringe benefits, is any Employee who works seventy-two (72) hours or more of the normal bi-weekly pay period on a regular basis.

Q. "Regular Part-Time Employee". For the purposes of determining eligibility for fringe benefits, is any Employee who works forty (40) or more hours and less than seventy-two (72) hours of the normal bi-weekly pay period on a regular basis.

R. "Step Increases" - Refers to annual upward salary adjustment within the same classification level, (See Attachment A).

S. "Temporary". Is any Employee who works either full-time or part-time, but is hired or contracted for a limited period of time for special projects or during heavy workload periods; and to fill in for absent Employees for the period of absence(s). The period of employment for Temporary Employees hired for special projects and heavy work periods shall not exceed one year, except however, unless extended by mutual consent of the Employer and the Union. Co-op students shall be exempt from this definition. Temporary Employees shall be hired by the Prosecuting Attorney.

T. "Union". Shall be defined as officers, representatives, and members of the duly elected labor organization representing the bargaining unit comprised of Saginaw County Assistant Prosecuting Attorneys Association, within the scope and meaning of Act 379 of the Public Acts of 1965 as amended.

U. "Years of Service". Refers to the number of years the Employee has continuously worked for the County of Saginaw.

#### 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 establishment of rates of pay, wages, hours of employment, and other conditions of employment. The parties to this Agreement will cooperate fully to secure advancement and achievement of these purposes. It is further recognized that it is in the best interest of the Prosecutor, the Board

of Commissioners, the Union and their respective representative(s) at all levels that all dealings pursuant to this Agreement continue to be characterized by fairness, good faith, and the spirit of mutual respect for the duties and responsibilities, which each party has in ensuring the public good, and by recognizing the benefit to the residents of Saginaw County in recruiting and retaining an experienced, productive and stable staff of career-oriented Assistant Prosecuting Attorneys.

#### NON-DISCRIMINATION

The Employer and the Union pledge that the provision of this Agreement shall be applied equally to all Employee(s) in the Bargaining Unit without discrimination as to age, religion, physical handicap, sex, marital status, race, creed, national origin, political affiliation, sexual preference or sexual orientation. The Employer and Union shall comply fully with the non-discrimination provisions of all applicable State and Federal laws and regulations. The Union shall share equally with the Employer in the responsibility for applying this provision of the Agreement. All references to Employee(s) in the Agreement designated both sexes and whenever the male or female gender is used shall be construed to include the male and female Employees.

#### ARTICLE I

#### RECOGNITION AND SECURITY

##### Section 1.1 - Recognition of Bargaining Unit

Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, and any other applicable law, the County and the Prosecuting Attorney do hereby recognized the Union as the sole, exclusive representative for the purpose of collective bargaining with respect to compensation and rates of pay, hours of work, and other specified terms and conditions of employment, during the term of this Agreement for those employees in a Bargaining Unit consisting of duly licensed attorneys of the Michigan Bar appointed to the position of Assistant Prosecuting Attorney pursuant to MCL 49.11, et. sq., except for the Chief Assistant Prosecutor.

##### Section 1.2 - Management Non-Interference

The County and Prosecutor Attorney will not interfere with the rights of Employees to become members of the Union. The County and Prosecuting Attorney shall not engage in discrimination against, interference with, restraint, or coerce in any way an Employee in the Bargaining Unit because of Union membership or activity required by this Agreement. The Union shall share equally with the County and the Prosecuting Attorney the responsibility for applying the provisions of this Agreement.

##### Section 1.3 - Employees Covered

A full-time Employee who is a duly-licensed attorney of the bar appointed to the position of Assistant Prosecuting Attorney shall be entitled to all benefits under this Agreement. A regular part-time Employee shall receive only those benefits specifically enumerated, as follows:

- (1) Be paid in the same grade as full-time Employees in the same classification.
- (2) Advance on the salary schedule at half the rate of the regular full-time Employees.
- (3) Receive Paid Time Off (PTO) benefits at one-half (50%) of the full-time rate.
- (4) Receive holiday pay at one-half (50%).
- (5) Be a member of the Saginaw County Defined Contribution Plan as otherwise provided in this Agreement.

#### Section 1.4 - Agency Shop

Employees who are eligible members of the Union shall, as a matter of course within thirty (30) calendar days of employment or the effective date of this Agreement whichever is later as a condition of employment, pay to the Union each month the dues and initiation fees uniformly required. Within thirty (30) calendar days following the beginning of employment or effective date of this Agreement, whichever is later, present or future Employees shall either become members of the Union and pay to the Union each month the dues and initiation fees uniformly required, or in the event the Employee has not made application for Union membership on or after thirty (30) calendar days following the commencement of their employment or effective date of this Agreement, whichever is later, shall as a condition of employment pay to the Union each month a service fee which shall be equivalent to the amount of Union dues, and any initiation fees as required of members of the Union.

Any Employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the Bargaining Unit covered by this Agreement; provided, however, no Employee shall be terminated under this Article unless:

- (a) The Union has notified the Employee by certified letter addressed to address last known to the Union spelling out that she/he is delinquent in payment of dues or fees, specifying the current amount of delinquency, warning the Employee that unless such amount is tendered within ten (10) calendar days, she/he will be reported to the Employer for termination from employment as provided herein.
- (b) The Union has furnished the Employer with written proof that the foregoing procedure has been followed and has supplied the Employer with a written demand that Employee be discharged for failure to conform to the provisions of this Article. The Union shall provide the Employer, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee.
- (c) The Employer shall then provide the Employee with two weeks termination notice specifying the date she/he will be discharged if delinquent dues or fees are not tendered on or before one day prior to the discharge date.
- (d) The Union will indemnify and save the Employer harmless for all sums checked off and/or remitted to the Union together with all costs, including attorney's fees and damages incurred by the Employer in connection with this Article.

### Section 1.5 - Check-off

The Employer will check off fees and monthly dues on the basis of individually signed voluntary check-off authorization cards on forms that have been agreed to by the Employer and the Union. A properly executed copy of the form authorizing check-off by an Employee shall be delivered to the Employer before any payroll deductions are made. Deductions shall become effective the first (1st) day of the month following the month the authorization is delivered to the Employer and shall be deducted from the second pay of the month and each month thereafter. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which she/he is no longer a member of the Bargaining Unit. An Employee who declines to sign the proper authorization card shall pay his/her dues or fees directly to the Treasurer of the Union. The Union Treasurer shall advise the County Personnel Director of the amount of fees and monthly dues to be deducted, (which shall not be computed on the basis of a percentage of earnings) and the Union agrees that fees and monthly dues amounts shall not be changed more than once every 12 months.

In the event an Employee has no pay due or insufficient pay to permit the deduction on the second pay of the month, the deduction shall be made on the second pay of the next following month. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made, and if for any reason it fails to make a deduction for any Employee as above provided, it shall make that deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Union.

The Employer agrees to cooperate with the Union in identifying new and terminated Employees and those with insufficient pay to permit Union dues deduction.

In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain the appropriate refund from the Union.

All sums deducted by the Employer shall be remitted to the Union Treasurer at an address to be designated by the Union no later than ten (10) calendar days after such deductions are made. A list of Employees and individual deductions shall be included with the check.

## ARTICLE II

### UNION AND MANAGEMENT RIGHTS

#### Section 2.1 - Union Rights

The Union as a sole an exclusive bargaining representative of the Employees shall have rights granted to them by 1975 P.A. 379 as amended and by any other applicable law.

#### Section 2.2 - Co-Employers

The County and the Prosecuting Attorney as Co-Employers will retain all rights, responsibilities and prerogatives normally exercised by employers in the past subject only to



such restrictions as are expressly provided for in this Agreement. The County and the Prosecuting Attorney retain and reserve onto themselves or the delegated representatives all powers, rights, duties and responsibilities conferred upon and vested in them by the laws and Constitutions of the State of Michigan and the United States of America.

Section 2.3 - Prosecutor Rights

The Prosecuting Attorney retains all rights provided by law which includes but are not limited to those listed here:

- (a) To manage and operate the Office of the Prosecuting Attorney.
- (b) To hire and discharge Employees covered by this Agreement at will. It is understood by and between the parties that employment under this Agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
- (c) To promote, discipline or suspend Employees covered by this Agreement.
- (d) To install, modify, change methods of operations, work schedules and work assignments.
- (e) To approve time off, vacations and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- (f) To determine the work hours, location of the work or the performance of the work.
- (g) To select Employees for Promotion without regard to seniority.
- (h) To make judgements regarding skill, ability, qualifications and competence of Employees.
- (i) To establish training requirements for the purposes of maintaining or improving the professional skills or for advancement or Promotion.

Section 2.4 - County Rights

The County retains all rights provided by law, which include but are not limited to those listed here:

- (a) The County has exclusive right to determine all matters pertaining to the level of services to be provided by the Prosecutor's Office and the necessary equipment to provide such service.
- (b) The County has exclusive rights to determine the number of Assistant Prosecuting Attorneys in each classification, and to increase or decrease the number of Employees retained.
- (c) The County reserves the right to approve the consolidation and reorganization of any part of the Prosecutor's office as requested by the Prosecutor.

ARTICLE III

SENIORITY

Section 3.1 - Seniority Date

A Regular Full-Time Employee's seniority shall start from his/her most recent starting date of full-time employment as an Assistant Prosecutor.

A regular part-time Employee's seniority shall date from his/her most recent starting date of regular part-time as an Assistant Prosecutor with the Employer.

Length of service for the purpose of computing eligibility for benefits shall be the most recent starting date of full-time employment with the County of Saginaw.

Seniority shall commence with the Employee's first full day of work as an Assistant Prosecutor on a permanent basis for the Employer. An Employee shall have no more than one classification at a time.

There shall be separate seniority lists for full-time and regular part-time Employees. Provided seniority is not broken full-time Employees may count 50% of their regular part-time service if any, towards their seniority date and regular part-time Employees may count full-time service towards their seniority date.

Assistant Prosecuting Attorneys' seniority shall be separate and distinct from all other County Employees.

Section 3.2 - Probation

New Employees hired in the Prosecutor's Office shall be considered as Probationary Employees for the first one (1) year of their employment. When an Employee finishes the probationary period, by accumulating one (1) year of employment she/he shall be entered on the seniority list of the unit and shall rank for seniority from the day one (1) year prior to the day she/he completes the probationary period. There shall be no seniority among Probationary Employees.

The Union shall represent Probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article I of this Agreement except discharged and disciplined Employees for other than Union activity.

The probationary period may be extended in the event the Probationary Employee is absent from work as a result of a medically verified disability for more than two weeks. The probationary period may be extended upon the mutual Agreement of the Employer and the Union.

Section 3.3 - Termination of Seniority

An Employee's seniority and his/her employment relationship with the County shall terminate upon the occurrence of any of the following:



- (a) Voluntary quitting. (Not reinstated within ten (10) days).
- (b) Discharge.
- (c) Layoff or absence because of illness or injury not covered by workers' compensation for a continuous period in excess of the Employee's seniority at the time the layoff or absence began, or for one year, whichever is shorter.
- (d) An absence due to a compensable (workers' compensation) disability incurred during the course of employment shall not break continuous service, provided the Employee returns to work within thirty (30) days after statutory payments cease (unless payments were stopped inappropriately) or after the end of the period used in calculating a lump sum payment or upon signing an Agreement to waive seniority as part of a redemption Agreement, whichever occurs first.
- (e) Absence from work for a period of three (3) consecutive scheduled work days without notification to the Prosecutor during such period, of the reason for the absence.
- (f) Failure to report for work upon recall from layoff.
- (g) Retirement.
- (h) Failure to return to work at the expiration of an approved leave of absence.

#### Section 3.4 - Job Posting

Permanent Bargaining Unit vacancies (vacancies other than Temporary vacancies) that are to be filled shall be posted on bulletin boards in the Prosecutor's Office for application by current Employees for a period of ten (10) calendar days.

Vacancies re-occurring within ninety (90) days in the same job title do not have to be re-posted, if more than one Employee applied for on the original posting.

#### Section 3.5 - Layoff and Recall

The word "layoff" means a reduction in the working force authorized by the County Board of Commissioners. Where there is such a reduction in the work force, the Prosecuting Attorney shall determine who shall be laid off first. The Prosecutor's decision is final.

Layoff and recall of seniority Employees will be determined by the Prosecutor without regard to seniority, provided that when a position becomes available at any time within one (1) year of the start of the layoff, the person on layoff shall have right of first refusal to that position and, if recalled, shall be reinstated consistent with the salary limitations described in Section 9.2.

Section 3.6 - Notice of Recall

Notice of recall shall be sent by certified mail to the Employee's last known address as shown on the Employer's records, and it shall be the obligation of the Employee to provide the employer with a current address. A recalled Employee shall give notice of intent to return to work within seven calendar days of receipt of the recall notice and shall return as soon thereafter as the Prosecutor and the Employee agree, not to exceed seven calendar days or such Employee's employment shall be terminated (because of resignation) without recourse to this Agreement. Failure to accept a recall notice sent by certified mail shall constitute a voluntary termination of seniority and employment unless the Employee shows good cause or otherwise was prevented from receiving or accepting notice by circumstances beyond the Employee's control.

Section 3.7 - Notice of Layoff

The Employer shall give one (1) month notice to bargaining unit Employees and the Union President on any proposed layoff and such notice shall state the reasons thereof.

Section 3.8 - Use of PTO Compensation

Any Employee laid off pursuant to this Article shall have the option of being paid, within one pay period of the effective date of the layoff, for accumulated PTO hours or any portion thereof, at the discretion of the Employee, in the same manner under this Agreement as if that Employee had been terminated.

ARTICLE IV

HOLIDAYS

Section 4.1 - Holidays

The following days shall be designated and observed as paid Holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
Good Friday Afternoon	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

In the event Christmas Eve or New Year's Eve Day falls on a weekend, then the work day prior to the Eve will be observed as the holiday.

It is also further agreed that in the event of "snow day" or other "Acts of God" resulting in the general excusal of County Personnel from the performance of their duties, such excusal, with pay, shall also pertain to Bargaining Unit Personnel.

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, such holidays shall be granted to Bargaining Unit Personnel provided the holiday designated is not in exchange for another holiday.

#### Section 4.2 - Observance of Holidays

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible Employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday.

### ARTICLE V

#### PAID TIME OFF

#### Section 5.1 - Paid Time Off (PTO Banks)

Regular Full-Time Employees shall accrue PTO in accordance with the following provisions:

- (a) Employees with more than six (6) months and less than three (3) years of service shall accrue PTO in the amount of 136 hours per year. Employees are not eligible to take PTO, and PTO accrued during the first six (6) months of employment will not be credited until completion of that period.
- (b) Employees with three (3) but less than five (5) years of service shall accrue PTO in the amount of 152 hours per year.
- (c) Employees with five (5) but less than (10) years of service shall accrue PTO in the amount of 168 hours per year.
- (d) Employees with ten (10) years but less than fifteen (15) years of service shall accrue PTO in the amount of 184 hours per year.
- (e) Employees with fifteen (15) years but less than twenty (20) years of service shall accrue PTO in the amount of 200 hours per year.
- (f) Employees with twenty (20) years to twenty-five (25) years of service shall accrue PTO in the amount of 216 hours per year.

#### Section 5.2 - Carry over

The number of PTO hours carried forward into a new calendar year shall be unlimited.

#### Section 5.3 - Payoff at Separation

Any Employee having in excess of 600 PTO hours as of July 1, 1996, shall be compensated at 50 percent (50%) cash value for the unused PTO time in excess of 600 hours but not exceeding 1200 hours. Payment shall be made on the second paycheck in September 1996. PTO hours in excess of 1200 hours shall not be compensated pursuant to this Section but will remain banked and may thereafter be used by the Employee in any manner provided by this Agreement.

Upon termination of employment, an Employee shall be compensated at 50 percent (50%) cash value for the unused PTO time up to a maximum of 600 hours (maximum payment for 300 hours at Employee's current rate of compensation) through date of termination. PTO compensation will not be used in computing final average compensation for retirement purposes.

Section 5.4 - Usage

PTO may be taken in increments of one (1) hour.

Section 5.5 - Scheduling

Scheduled PTO time will be worked out as far in advance as possible with the Prosecutor or the Prosecutor's designee.

Section 5.6 - Payment

PTO will be paid at the current rate of the Employee at the time it is used or paid. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an Employee is entitled to by reason of any increment plans. PTO compensation will not be used in computing final average compensation for retirement programs.

Section 5.7 - Holidays

When a holiday observed by the Employer falls during an Employee's scheduled PTO, the holiday will be allowed and the PTO leave will not be charged against the Employee's bank.

Section 5.8 - Absence

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include time paid as PTO. PTO time will accrue during absence due to workers' compensation or paid disability leave only for the first ninety (90) calendar days per occurrence.

Section 5.9 - Compensatory Time

The County and the Prosecuting Attorney recognize that the demands of the Office of the Prosecuting Attorney often require that Employees, in the discharge of their duties, expend personal time outside normal work hours for the benefit of the County or Prosecuting Attorney. Consistent with the professionalism of the Employees and the respect for that professionalism by the County and the Prosecuting Attorney, the parties understand and agree that circumstances will arise that may require Employees to be away from the work place for periods of short duration that may be unrelated to the needs of the County or the Prosecuting Attorney. The County and Prosecuting Attorney agree that any such periods will not be counted against PTO hours provided that any such period shall be no more than two hours in duration, does not occur on a regular basis and the Prosecuting Attorney or designee is timely notified of the absence in advance. The Employees will not abuse this privilege.

## ARTICLE VI

### LONGEVITY PAY

#### Section 6.1 - Longevity Pay

Full-time members of the Bargaining Unit shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of \$70 per year for each full year of service (as of December 1) after completion of five (5) years of service. An Employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive pro rata longevity pay for the year. An Employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive pro rata longevity pay for that year. Any Employee that is terminated, dismissed, or resigns on or before December 1 of each year shall not be eligible for longevity compensation.

## ARTICLE VII

### INSURANCE

#### Section 7.1 - Hospitalization/Medical Insurance

The County shall pay the premium (subject to Employee co-pay as provided in Section 7.9) for the preferred provider health care program, including, but not limited to, preventative services, office visits, diagnostic services, in-patient hospital care, out-patient hospital care, mental health care, special hospital programs, medical/surgical care, reproductive care and family planning services, additional benefits and prescription drug program as otherwise set forth in the Saginaw County Employee Healthcare Handbook presently in effect for the chosen program, (either Option 1 or Option 2, Blue Preferred Program with the Preferred Prescription Program Drug Benefit), or provide comparable coverage for each full-time Employee, spouse and dependents as covered under the provisions of this Agreement.

Each full-time Employee must specify in writing a plan within 60 days following contract ratification of this Agreement and the County will have 90 days to issue new cards for those Employees choosing a different plan. After selecting a plan, an Employee may thereafter change such plan selection only during an open enrollment period. Those Employees who do not indicate a plan change shall in accordance with the above procedure shall continue under the previously declared plan. It is understood that re-enrolling members shall have a 6 month waiting period for pre-existing conditions if they were not members of the County coverage immediately preceding coverage enrollment.

Employees hired after the effective date of this Agreement shall become eligible the first day of the month following completion of six (6) months of continuous employment. The County shall continue to pay the premium for applicable insurance during any period of an Employee's disability resulting from any work related injury as well as for the surviving spouse and dependents of an Employee who dies as a result of such work related injury. Dependents, as used in this Section, shall be in accordance with the definition of the insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage at the time they are employed and at the annual reopening.

The insurance benefits described in this Section shall not be modified by the Employer without first presenting any proposed changes in coverage or carrier to the Union for the purpose of bargaining. The parties shall engage in good faith bargaining for the purpose of arriving at a mutually satisfactory resolution. The Employer shall not unilaterally implement any changes in the insurance benefits provided herein, or the carriers thereof, unless there is an agreement thereto by the Union, or a bonafide impasse reached on the issues exists.

#### Section 7.2 - Life and Accidental Death Insurance

The County shall pay full premium on a term policy of group life insurance providing coverage to each full-time Employee in the amount of \$50,000 and \$50,000 Accidental Death and Dismemberment Insurance effective the first day of the month following completion of six (6) months continuous employment or the first of the month following ratification of this Agreement, whichever is later. The amount of insurance for active Employees will be reduced to 92%, 84%, 76%, 68%, 60% and 50% of that amount on the Employee's 65th, 66th, 67th, 68th, 69th and 70th birthdays, respectively. Retirees who retire on or after the first day of the month following ratification of the Agreement will be insured for group term life in the amount of \$4,000.

#### Section 7.3 - Dental Insurance

Dental insurance shall be provided to full-time Employees only and their eligible dependents (as defined by the insurance carrier) effective the first billing date subsequent to completion of one year service. Benefits shall be equivalent to the Delta Dental Plan of Michigan currently in effect during calendar year 1995. Employees hired after the effective date of this Agreement shall become eligible the first day of the month following completion of six (6) months of continuous employment.

#### Section 7.4 - Workers Compensation

In the event an Employee sustains an occupational injury, he/she will be covered by applicable Worker's Compensation Laws. Any Employee sustaining an occupational injury, shall be paid for the days scheduled to work during the first seven (7) calendar days after the injury not chargeable to any other benefit. The Employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This Article shall apply only to compensable injuries.

The Employee shall be responsible for immediately (on the day of the injury or as soon thereafter as reasonably possible) reporting the occupational injury to the Prosecutor or his designee and shall request and complete the appropriate workers compensation form substantiating the injury. The Employee shall cooperate with the Employer should an Employer's physician examination be requested by the Employer. Reasonable post exam treatment orders must be followed.

The Employer shall maintain the right to remain in communication with an Employee who is absent due to a compensable injury to determine the nature of the disability, prognosis and expected date of return.

The County reserves the right to provide fringe benefits as allowed by appropriate workers compensation rules, regulations or law. Fringe benefits which will continue for one year are Health, Dental and Life insurance with the appropriate co-pays required.



Section 7.5 - Continuation Upon Retirement

An Employee retiring after the effective date of this contract from Saginaw County employment shall be eligible for single coverage with group health insurance provided proper application is made prior to retirement and the Employee is a member of the Plan on the date of the retirement and the Employee agrees to participate in the Employee's share program outlined below. The Employee may purchase insurance for non covered eligible dependents at group rates at their option. Retirees and authorized covered dependents shall choose either Option 1 or Option 2, Blue Preferred Program with Preferred Prescription Program Drug Benefit, or provided comparable coverage. Retirees and authorized dependents age 65 and over shall be converted to Medicare complementary coverage. An Employee who retires after January 1, 1996, shall contribute to the payment of the health insurance premium required for coverage of the Employee. The Employee's share shall be a percentage as indicated in the following chart:

Full Time Years of Service	Employer Pays	Employee Pays
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 & Over	95%	05%

Part-time Employees are ineligible for health insurance upon retirement.

Section 7.6 - Medicare Complementary Coverage

The hospitalization insurance for full-time Employees, retirees, and authorized dependents shall be converted to complementary coverage at County expense upon attainment of 65 years of age. It is each Employee's personal responsibility to contact the Social Security Administration regarding Medicare.

Section 7.7 - Continuation Upon Layoff

In the event of layoff, an Employee's hospitalization/medical insurance shall be continued at the Employer's expense for a period of ninety (90) days from the end of the month in which the Employee last worked. Life insurance shall continue in force until the end of the month next following the month in which the individual's layoff began.

#### Section 7.8 - Continuation Upon Leave of Absence

Life insurance shall continue in force for a period of up to six months from the first day of the month in which a leave of absence commences for all leaves of absence other than service in the armed forces. Health and Dental insurance shall be continued during an Employee's absence as a result of being off work and receiving disability benefits.

#### Section 7.9 - Health and Dental Insurance

With respect to the insurance coverage designated in Section 7.1 and Section 7.3 of this Article, it is agreed that Employees shall pay Five (5%) percent of the cost of the PPO2 health plan and Ten (10%) percent of the cost of the PPO1 health plan and dental insurance. The Employer shall pay the remaining premium; provided, however, the Employee shall be responsible for the additional cost of sponsored dependent riders (Dependent over age 19 is not eligible for a family continuation rider unless the subscriber provides more than half of the support of the dependent, and the dependent is related to subscriber by blood, marriage or legal adoption, and the dependent is a member of subscribers household). Proof of the preceding may be requested by the County. Applicable rates for the year are those in effect at the beginning of the premium year. The Employee's contribution shall be changed only once each year coinciding with the beginning of the premium period, unless the Employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time Employees hired on or after January 1, 1996, shall not receive insurance benefits.

#### Section 7.10 - Option to Health Insurance Coverage

A full-time Employee upon becoming eligible to receive or presently enrolled in a County Health Insurance Program may choose to receive seventy-five dollars (\$75.00) for full-time Employees per month in lieu of such insurance coverage, provided however, the Employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, meets other eligibility requirements herein mentioned.

Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this Agreement. Employees who are covered by another Saginaw County Employee's health care coverage are not eligible to receive the payment in lieu of coverage.

If an Employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, change of spouses's employment status, etc.) the Employee may reenter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the Employee not notifying the Employer in a timely manner, or for any other reason not directly attributable to the Employer, the Employer shall in no way be held liable for health coverage during such lapse.



Section 7.11 - Liability Insurance

The County shall provide, at no cost to the Employees, a policy of professional liability insurance to indemnify and protect Employees against liability on any claim brought against an Employee arising out of the performance of the Employee's official duties. For the purposes of this Section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the Employee or to the County under whose authority the Employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful Employee misconduct the same shall not constitute the performance of the official duties of any Employee within the operation of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at \$10,000,000) (Ten Million Dollars) and shall include the cost of defense, including attorney fees.

Section 7.12 - Change In Insurance Coverage

The County may select or change insurance carriers providers carrying out the provision of this insurance coverage outlined above, providing comparable benefits at comparable or less cost to Employees are maintained. The County agrees to consult with the Union before implementing change and the provider or carrier of the coverage outlined in this Article.

ARTICLE VIII

LEAVES

Section 8.1 - Time Off for Illness

(A) Should an Employee be absent because of illness during the first six (6) months of employment, such absence shall be without pay.

(B) Any Employee of the County who finds it necessary to be absent from work due to illness shall notify the Prosecutor or designee prior to the beginning of the work day. Such notice shall be given as much in advance as possible.

(C) The Employer has the right to require documentation of illness if sick leave abuse is suspected.

Section 8.2 - Leaves of Absence

(A) Employees shall be eligible to apply for a leave of absence after one (1) year of service with the Employer. A Leave of Absence is for an Employee who, in addition to personal and vacation time, requires time off from his/her employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

(B) A request for leave of absence shall be submitted in writing by the Employee to the Prosecutor. The request shall state the reason the leave of absence is being requested and the approximate length of leave the Employee desires. The Prosecutor may approve or deny the leave of absence.

(C) Authorization or denial for a leave of absence request shall be furnished to the Employee by the Prosecutor, and it shall be in writing stating the reason for denial, if applicable.

(D) An Employee on an approved leave of absence will continue to accumulate seniority, however, the Employee's next Anniversary Date, as hereinafter defined, for the purpose of implementing salary step increases, shall be delayed by the length of the leave of absence.

(E) Further extension beyond the return date designated may be granted by the Prosecutor.

(F) Any gainful employment during a leave of absence must be approved in advance by the Prosecutor.

(G) It shall be the duty of the Employee to keep the Prosecutor informed of his/her current address and telephone number at all times, while on leave of absence.

#### Section 8.3 - Military Leave

Except as herein provided, the re-employment rights of Employees and Probationary Employees will be limited by applicable laws and regulations:

- (1) Whenever Employees who are members of the National Guard, National Reserve, Army Reserve, Marine Reserve or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual PTO from their respective duties. The Employee shall receive the difference between his/her regular salary and that received for such training. Such leave time shall not exceed two (2) calendar weeks.
- (2) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- (3) Any full-time Employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with his/her seniority, at the then current rate for such work, provided s/he has not been dishonorably discharged from such service, is qualified to perform, in the opinion of the Employer's Doctor, the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date she/he is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law including the Vietnam Era Veteran's Readjustment Assistant Act of 1974, 38 USC 2021 et. seq.

#### Section 8.4 - Jury Duty

Employees shall be granted a leave with pay when they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time spent in jury service. Seniority will continue to accrue to the Employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

#### Section 8.5 - Disability Leave

Effective with the date of this Agreement, the following Disability Plan shall apply subject to coordination of this benefit with other County provided Disability Programs for ICMA eligible Employees.

- a) Any Employee whose date of hire precedes January 1, 1996, or any regular full-time Employees with one (1) year of service or more shall be eligible for Long-Term Disability subject to the following conditions.
- b) An Employee unable to work for reason(s) of accidental non-work related injury or illness shall be paid sixty percent (60%) of his/her basic weekly gross wage, following a disability beginning the fifteenth (15th) calendar day of the disability, for up to one (1) year or the Employee's department seniority, whichever is lesser, of a continuing disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than one (1) year disability pay shall be paid for the same illness or injury.
- c) Under no circumstances will an Employee be eligible for benefits described in (a) or (b) except by Employer approved medical disability. Benefits will not be paid unless the Employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the Employer retains the right to verify said certificate(s) and may refer the Employee to a physician of its choice whenever it deems necessary at the Employer's expense.
- d) Disability payments shall terminate when the Employee returns to regular work or restricted work if directed by medical authority and approved by the Employer; when the treating physician's statement of disability expires and an extension is not provided; when the Employee retires under M.E.R.S. as a result of disability or normal service retirement.
- e) Disability payments described herein shall be offset by any Social Security disability payment due or received by the Employee. An Employee determined permanently disabled shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the Employee from the Employer for any period paid by Social Security shall be repaid by the Employee to the Employer.
- f) All payroll deductions in effect immediately prior to disability will be deducted from disability payments.

- g) PTO time may be used to supplement disability payments up to 100% of the Employees normal weekly gross wage.
- h) Evidence of such sickness or injury may be required to the satisfaction of the Employer.
- i) Hospitalization/Medical and Dental insurance will continue during the period of disability with the Employee participation at the regular Employee participation (co-pay) rates. Life insurance will continue at no cost to the Employee during the period of the disability. PTO Leave will only accrue for the first 90 days while the Employee is on disability.
- j) Regular part-time Employees shall be eligible for disability pay under the same terms and conditions, except however, such payments shall be limited to one (1) year or one-half (1/2) of the Employee's Bargaining Unit seniority, whichever is less.

#### Section 8.6 - Funeral Leave

- (a) In the event of a death in the Employee's immediate family, i.e., mother, father, sister, brother, spouse, child, step-child, legal guardian, parent-in-law, son-in-law and daughter-in-law; the Employee shall be excused without loss of pay on the days which the Employee has been scheduled to work for a period of three (3) work days, one of which must be the day of the funeral. If the funeral occurs more than 300 miles from the County building, the Employee may be granted an additional two (2) days leave for travel and such days shall not be deducted from the individual's PTO time. The Prosecutor may grant an extension of leave, without pay, for extenuating circumstances for a period up to ten (10) days.
- (b) In the event of the death of a close relative, i.e., grandparent, grandchild, step parent, step parent-in-law, brother-in-law or sister-in-law (including brother- or sister-in-law's spouse), the Employee shall be granted one (1) day, without loss of pay for the purpose of attending the funeral.
- (c) If the funeral of a close relative occurs more than 300 miles from the County Building, the Employee may be granted an additional two (2) days leave, but must use PTO time if they wish to be compensated for those days.

#### Section 8.7 - Family and Medical Leave

The provisions of this Agreement will be applied to assure that Employees who have actually worked for at least one year and who have actually worked at least 1250 hours during the one year period immediately preceding the request for leave will be afforded the entitlement set forth in the Family and Medical Leave Act of 1993 (FMLA).

For any FMLA qualifying purpose, accumulated paid time off (PTO) may be used at the request of the Employee in lieu of unpaid leave. Employees shall not be required to use PTO for an FMLA qualifying leave; however, any request for time off for a reason qualifying as FMLA leave shall be treated and designated as FMLA leave.

All notice and certification requirements set forth in the FMLA shall be applicable to time off requested under this Agreement except as otherwise specifically set forth in this Agreement.

## ARTICLE IX

### SALARIES AND COMPENSATION

#### Section 9.1

The anniversary date of each Employee for purposes of salary increases called for by this Agreement shall be October 1, 1996, unless thereafter promoted. An Employee hired or promoted after October 1, 1996, shall have, as an anniversary date for salary increases, the date of hire or most recent promotion.

Anniversary date is the date used to determine length of service within a specific classification. Anniversary date for all Employees shall be their date of hire or most recent promotion, except as modified elsewhere in this Article.

#### Section 9.2 - Rates of Pay and Number of Prosecutors Per Classification

The Saginaw County Board of Commissioners has the sole authority to determine the number of Assistant Prosecuting Attorneys and the number in each classification level. The Saginaw County Board of Commissioners has authorized the Prosecuting Attorney to retain twenty-one (21) staff attorneys in the 1996 budget: two (2) Assistant Prosecuting Attorneys V, five (5) Assistant Prosecuting Attorneys IV, four (4) Assistant Prosecuting Attorneys III, five (5) Assistant Prosecuting Attorneys II and five (5) Assistant Prosecuting Attorneys I.

The Prosecuting Attorney has the sole authority to determine where each Employee shall be classified, limited to the number of assistant prosecuting attorneys specified in the above paragraph or in subsequent years' County budgets.

Once the Prosecuting Attorney determines the classification level of each current Employee, any Employee in classification levels III, IV, or V, or who has three or more years of continuous employment as an assistant prosecutor as of September 1, 1996, shall be placed at the fourth step of the attached schedule. Any Employee with less than three years of such service as of September 1, 1996, and classified as an Assistant Prosecutor I or II shall be placed in the step which would produce an increase of at least six (6%) percent of the Employee's salary as of December 31, 1995, but not exceeding the fourth step on the attached schedule. No Employee shall be placed at a step which would result in a pay decrease as of October 1, 1996. Any Employee hired between January 1, 1996, and September 30, 1996, will remain at the salary level being paid at the time this Agreement is signed. No Employee's salary shall, during the term of this Agreement, be reduced below an amount equal to the salary determined by his/her classification as of October 1, 1996, or date of hire for a new employee, regardless of any subsequent reduction in classification and/or step level.

The Prosecuting Attorney reserves the right to, at any time, reassign any Employee's classification or step level within the above limitations.

Section 9.3 - Cash Payments in Lieu of Retroactive Pay

Assistant Prosecuting Attorneys shall not receive retroactive pay for the period from January 1, 1996 through September 30, 1996. In lieu of retroactive pay, each attorney who is employed continuously as an Assistant Prosecuting Attorney from January 1, 1996 to August 31, 1996, shall receive a lump sum payment in the amount of two thousand three hundred and eighty-four dollars (\$2384.00), minus any applicable withholdings. Payment shall be made with the first pay of September 1996.

Section 9.4 - Appointment to Position

Original appointment to any position for a new Employee shall be made at the entrance rate of the classification. Upon recommendation of the Prosecuting Attorney, the County Controller may approve initial compensation through Step 3 in the Salary Schedule when the needs of the service makes such action necessary; provided any such exception is based on the outstanding and unusual character of the individual Employee's experience and ability over and above the desired qualifications specified for the classification. Authorization for initial compensation above Step 3 shall be obtained from the Board of Commissioners in accordance with the Saginaw County Personnel Policy.

Section 9.5 - Date of Hire

Date of hire, as used in this Article only, is the date that an Employee commences employment in a full or part-time County position as an Assistant Prosecutor.

Section 9.6 - Maximum Pay

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

Section 9.7 - Step Increases for Existing Employees

Salary increases resulting from the initial classification of an employee will become effective on October 1, 1996. A subsequent reclassification or step increase of an Assistant Prosecutor will become effective on his/her Anniversary Date, as defined in Section 9.1, except as provided in Section 9.8 of this Agreement.

Section 9.8 - Implementation of Step Increases

All step increases provided for in this Agreement shall take effect on an Employee's anniversary date except as set forth below.

If the Prosecuting Attorney determines that an Employee's work performance is not satisfactory, he/she shall inform the Employee, the Union and the County's Personnel Office of this in writing, including the reasons therefor, no later than 30 days prior to his/her anniversary date that would result in a step increase. The step increase may then be postponed for up to ninety (90) days to provide the Employee an opportunity to improve his/her work performance. At or before the end of that time, the Employee shall receive the step increase if adequate improvement has been made.



Section 9.9 - Voluntarily or Involuntarily Terminated Employees

Employees who voluntarily or involuntarily terminate their employment, shall not receive cash payments or other benefits retroactive if terminating prior to August 31, 1996.

ARTICLE X

DISCHARGE

Section 10.1 - Discharge

Assistant Prosecuting Attorneys are at will Employees and can be discharged by the Prosecutor without cause. Any Employee discharged, except for willful misconduct, shall receive:

1. Severance compensation based upon years of service as follows:

8 or more years of service	12 weeks
6 - 7 years of service	10 weeks
4 - 5 years of service	8 weeks
2 - 3 years of service	6 weeks
1 - 2 years of service	4 weeks

2. Compensation for any accrued unused PTO hours up to 600 hours at the rate of fifty percent (50%) of the Employee's salary rate at time of discharge.
3. For Employees not fully vested in the ICMA Retirement System, the non-vested Employer contributions and accumulated earnings thereon held by the ICMA Retirement Corporation shall be payable, at the election of the Employee, either by payment, to the extent permitted by law, into a deferred compensation program designated by the Employee or in cash in the form of salary less social security and withholding taxes and other deductions, as applicable, or in a combination of the two forms of payment.
4. Continuation of Employee health, dental and life insurance benefits for a period of ninety (90) days following the date of discharge provided the Employee shall be solely responsible for making payment of the Employee's contribution to the applicable premium.

ARTICLE XI

RETIREMENT

Section 11.1 - Retirement

Full-time Employees hired prior to January 1, 1996 who have not voluntarily opted to be members of the ICMA Defined Contribution Plan shall be members of the Michigan Municipal Retirement System, in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, with the Benefit B-3 and F50/25 or F55/20, FAC 5, V-6 Program and 0% Employee contribution.

Effective January 1, 1996, all full-time new hires to the Bargaining Unit shall become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following Employee and Employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

The Employee may select one (1) of the above contribution plans initially upon being hired or selecting this retirement option and may change the contribution plan in accordance with regulations established by the ICMA. Employees under the Defined Contribution Plan can retire at age 55 with 6 years of service.

Under the Saginaw County Defined Contribution Plan (ICMA), the Employee will be provided with maximum portability of both the Employee and Employer contributions including earnings on the Employer and Employee contributions by allowing the Employee, upon termination of employment to withdraw the entire amount of the Employee contribution including earnings on the Employee contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

<u>SERVICE TIME</u>	<u>RETAINED BY EMPLOYEE</u>
LESS THAN 36 MONTHS	0%
36 MONTHS THROUGH 48 MONTHS	25%
49 MONTHS THROUGH 60 MONTHS	50%
61 MONTHS THROUGH 72 MONTHS	75%
73 MONTHS PLUS	100%

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the Employees shall select the option for both the Employer's and the Employees funds. The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the Union harmless for Employee liability related to the new program.

The County will allow the existing Employees who are not currently vested in MERS to enroll in the ICMA Defined Contribution Plan provided the Employee irrevocably waives all benefits to the MERS program. This offer is subject to the availability of County funds and is limited to Employees indicating a desire to do so prior to September 30, 1996.



## ARTICLE XII

### GENERAL PROVISIONS

#### Section 12.1 - Keys

The County agrees to supply each Employee with keys or cards necessary for access to the Courthouse, subject to compliance with the adopted security plans, the Prosecutor's Office and the Employee's individual office. These keys will be replaced by the County if broken or lost without cost to the Employee.

#### Section 12.2 - Private Practice or Employment

Employees shall not engage in the practice of law for profit on a private basis without the express approval of the Prosecuting Attorney. This provision in no way prohibits or restricts Employees from providing legal counsel to family, friends or others, which may otherwise be viewed by professional or ethical standards as equating to the practice of law, provided such counsel is not for profit and does not take time away from the proper and appropriate functioning of the Employees' official duties and obligations.

#### Section 12.3 - Professional Dues

The Employer shall timely pay for each employee any professional dues required by operation of law, rule or otherwise to maintain the employee's license to practice law within this State, including any expenses related to mandatory continuing legal education. The Employer also shall timely pay dues for membership in the Saginaw County Bar Association and the Prosecuting Attorneys Association of Michigan. Membership dues of any other association or professional organization not required by operation of law or rule will be the responsibility of the employee.

#### Section 12.4 - Other County Benefits

Employees shall be entitled to take advantage of any optional or elective benefit programs offered to other non-union county employees, as of the effective date of this Agreement, under the same eligibility requirements applicable to those other non-union county employees, provided that the benefit program does not conflict with any provision of this Agreement. Such benefit programs include, but are not necessarily limited to, the Deferred Compensation Program, Supplemental Life Insurance Coverage, Tuition Expense Reimbursement, Payroll Direct Deposit, Child Care Reimbursement, Eye Examination Reimbursement, Travel Mileage Reimbursement, Employee Family Assistance Program and any programs instituted during the period of this Agreement. This provision in no way requires or implies the continuation of any benefit program when otherwise eliminated for those other non-union county employees.

Any optional or elective benefit program instituted after the effective date of this Agreement and offered to other non-union county employees shall be subject to collective bargaining at the request of any party to this Agreement.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### Section 13.1 - Purpose

The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.

#### Section 13.2 - Definition of Grievance

A grievance is a complaint regarding a violation or misinterpretation of the articles or provisions of this Agreement, or a complaint of unfair or inappropriate application thereof. The fact of discharge and the Employee's classification are not subject to the grievance procedure.

#### Section 13.3 - Grievance Committee

Within fourteen (14) days of the effective date of this Agreement, the Union will elect the members of a Grievance Committee, not to exceed three (3) Assistant Prosecuting Attorneys, and advise the employer of the names of those persons so elected. Those persons elected shall be members of the Union. One of those elected members shall be designated as the Grievance Representative who shall serve as the primary contact person with the Employer.

#### Section 13.4 - Investigation of Grievances

The Grievance Committee, during regular working hours and without loss of pay or time, in accordance with the terms of this Agreement, may investigate and present grievances to the County and the Prosecuting Attorney, provided that the time taken does not interfere with scheduled office duties and responsibilities to the Prosecuting Attorney. In the sole discretion of the responsible Committee member, she/he may request that his/her role in the investigation, with privileges described herein, be conducted by another member of the committee who is readily available to participate. This request will be on a grievance by grievance basis. The Prosecuting Attorney and Personnel Director are entitled to notice, orally or in writing, of the Committee member handling the specific grievance. The privilege of allowing working hours to be used to address appropriate matters without losing time or pay is subject to the understanding that the time will be used for processing the grievance and will not be abused. The Prosecuting Attorney may request that such time spent processing grievance matters be documented.

#### Section 13.5 - Special Meetings

At any time, the County or the Prosecuting Attorney or the Union, through a member of the Grievance Committee may request a meeting with the other parties to discuss matters of concern outside the normal grievance procedures. Such a request by mutual consent will be honored and arranged within a reasonable period of time. Should the meeting be scheduled within normal working hours, those employees attending will not lose time or pay. The meeting may be attended by no

more than two (2) bargaining unit members unless the Prosecuting Attorney agrees to permit more.

#### Section 13.6 - Grievance Procedure

A grievance of an Employee shall be handled in accordance with the following procedure.

Step 1 - The Employee or his/her Union representative shall within ten (10) working days of the date of the cause of the grievance, or within ten (10) working days of the date s/he could reasonably be expected to have knowledge of the cause of the grievance, appeal in writing to the Prosecutor, with a copy to the Personnel Director, stating the nature of his/her grievance, the specific section(s) of the contract allegedly violated or misinterpreted, and the remedy requested. The Prosecutor shall reply in writing to the Union representative within five (5) working days.

Step 2 - If the Union, after appeal to the Prosecutor, feels that a proper adjustment has not been made, the Union shall within ten (10) working days of the receipt of the Prosecutor's reply appeal in writing to the Personnel Director requesting a meeting to discuss the grievance. Such meeting shall be held within ten (10) working days.

Step 3 - At this meeting the Union may be represented by not more than two (2) non-Employee representatives in addition to one (1) member of the Union Grievance Committee, and the grieving Employee. The County must give a written answer within ten (10) working days from the date of the meeting.

Step 4 - In the event such answer is not acceptable to the Union, they may, at their option, appeal the grievance to the State Mediation Service by notifying the County Personnel Director. If the matter is not settled at the mediation step (in the event such step is elected), the Union shall notify the County Personnel Director that the grievance is appealed to binding arbitration or is settled, as the case may be.

Step 5 - In the event the dispute has not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Personnel Director's answer in Step 4 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association, or Federal Mediation and Conciliation Service, in accordance with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, or add to or subtract from the terms of this Agreement, but shall have authority only to interpret and apply the provisions of this Agreement which shall constitute the basis on which the arbitrator's decision shall be rendered. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The decision of the arbitrator shall be binding on the parties. The cost of the arbitrator shall be borne equally by the County and the Union.

Section 13.7 - By-Pass Steps

The parties may mutually agree to by-pass any step.

Section 13.8 - Failure to Proceed

After the grievance has been reduced to writing, the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the County or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement.

Section 13.9 - Time Off For Grievance Meetings

Members of the Grievance Committee and the grieving Employee shall be granted necessary and reasonable paid time off from work for scheduled grievance meetings, except however, no more than two (2) Employees shall be paid for such time spent.

ARTICLE XIV

Section 14.1 - Waiver Clause

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employers and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 14.2 - Savings Clause

If any Article, Section or provision of this Agreement, or any addendum hereto should be held invalid by operation of law or by determination by any court of competent jurisdiction, or if compliance with or enforcement of any Article, Section or provision should be reinstated by operation of law or by a court of competent jurisdiction, the remainder of this Agreement shall not be effected thereby. Should any Article, Section or provision of this Agreement be deemed invalid for any reason or become invalid by operation of law subsequent to its effective date, or become unenforceable for any other reason, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion or provision.

ARTICLE XV

TERM OF AGREEMENT

Section 15.1 - Effective Date and Termination Date

This Agreement shall become effective as of the date of execution hereof and shall remain in effect until September 30, 1999. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) days prior to September 30, 1999, or any September 30 thereafter that it desires to modify or terminate this Agreement.

Section 15.2 - Notices

Notice in accordance with Section 15.1 above, shall be given by certified mail; be completed by and at the time of mailing; and if given by the County; to be addressed to the President, 1034 North Washington, Lansing, Michigan, 48906 and if given by the Union, to be addressed to the Saginaw County Personnel Manager, 111 S. Michigan, Saginaw, Michigan 48602. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Date \_\_\_\_\_

COUNTY

UNION

\_\_\_\_\_  
Barbara J. McDonald, Chairman  
Board of Commissioners

\_\_\_\_\_  
Barry Thurston  
Staff Representative  
Michigan AFSCME Council 25

\_\_\_\_\_  
Michael Thomas, Prosecutor

\_\_\_\_\_  
Jeffrey D. Stroud  
Assistant Prosecuting Attorney  
Chief Labor Negotiator

\_\_\_\_\_  
Fred D. Todd, County Controller  
Chief Administrative Officer  
Approved as to Substance

\_\_\_\_\_  
Peter C. Jensen, County Attorney  
Approved as to Legal Form

ATTACHMENT A

SAGINAW COUNTY  
 ASSISTANT PROSECUTORS UNION  
 SALARY SCHEDULE OCTOBER 1, 1996 THROUGH SEPTEMBER 30, 1999

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Prosecutor I	\$34,798	\$36,755	\$38,712	\$40,670	\$42,627	\$44,584
Prosecutor II	41,322	44,802	48,282	51,761	55,241	58,721
Prosecutor III	47,847	51,109	54,371	57,633	60,896	64,158
Prosecutor IV	54,371	57,416	60,461	63,505	66,550	69,595
Prosecutor V	60,896	63,288	65,680	68,073	70,465	72,857

