

AGREEMENT

Between

**CLINTON COUNTY BOARD OF COMMISSIONERS
and the PROSECUTING ATTORNEY OF
CLINTON COUNTY**

and

PUBLIC EMPLOYEES REPRESENTATIVE ASSOCIATION, LOCAL 100

Effective: January 1, 2005 through December 31, 2007

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AGREEMENT

THIS AGREEMENT, executed this ____ day of _____, 2005, by and between the **CLINTON COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "Board," and the **PROSECUTING ATTORNEY OF CLINTON COUNTY**, hereinafter referred to as the "Prosecutor," and jointly referred to as the "Employer," and the **PUBLIC EMPLOYEES REPRESENTATIVE ASSOCIATION, LOCAL 100**, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

Section 1.1 Collective Bargaining Units. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time Assistant Prosecutor and Chief Assistant Prosecuting Attorneys employed in the Clinton County Prosecutor Office, BUT EXCLUDING Prosecutor, Investigator, clerical employees, and all other employees.

Section 1.2 Definition of Employer. The terms "Employer" or "Prosecutor" whenever used in this Agreement shall mean jointly the Clinton County Board of Commissioners and the Clinton County Prosecuting Attorney. All of the parties to this Agreement agree that the use of either the term "Prosecutor" or "Employer" is for the sole purpose of defining rights and responsibilities under this Agreement and the use of

such terms shall not be binding upon the parties hereto for other purposes. It is expressly declared by the parties that participation in the negotiation and execution of this Agreement neither diminishes nor enlarges the legal responsibilities, rights and authority of either the Clinton County Prosecuting Attorney or the Clinton County Board of Commissioners with respect to their separate and distinct obligations, rights, responsibilities, and authority as they exist under law. Nothing in this Agreement shall be taken or construed as a dilution of the powers conferred by law on either the Clinton County Board of Commissioners or the Clinton County Prosecutor.

Section 1.3 Law School Graduates. It is recognized that the Prosecutor employs individuals as assistant prosecutors who are graduates of approved law schools while they are awaiting admission to the State Bar of Michigan. The Union agrees that the Prosecutor shall have the right to continue to employ and utilize such individuals as determined by the Prosecutor. The Union further agrees that such individuals are not included within the recognition granted the Union and shall not be covered by the terms of this Agreement until such time as such individuals are admitted to the State Bar of Michigan.

REPRESENTATION

Section 2.1 Stewards. The Employer hereby agrees to recognize a Steward. The Steward must be a full-time employee with at least one (1) year of seniority. It shall be the function of the Steward to meet with representatives of the Employer for purposes of negotiations and in accordance with the procedures established in the Grievance Procedure.

UNION SECURITY

Section 3.1 Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.1, thirty-one (31) days after the start of their employment in the bargaining unit with the Employer or the effective date of this Agreement, whichever is later, either shall become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 3.2 Union Membership. Membership in the Union is not compulsory and is a matter of separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their memberships in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union.

Section 3.3 Payroll Deduction for Union Dues.

(a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a service fee equivalent to the periodic dues uniformly required of Union members and uniformly levied in accordance with the constitution and the bylaws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper check off authorization form.

(b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Personnel Office.

(c) Deductions shall be made only in accordance with the provision of the written check off authorization forms, together with the provision of this Section.

(d) A properly executed copy of the written check off authorization form for each employee for whom Union membership dues and initiation fees or the service fee equivalent are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written check off authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.

(e) All authorizations filed with the Personnel Office prior to the fifteenth (15th) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues, initiation fees, or the service fee equivalent to periodic dues, whichever is applicable. An authorization filed thereafter shall become effective with the employee's first (1st) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the Public Employees Representative Association, Local 100 Treasurer no later than the fifteenth (15th) day of each month.

(f) In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's constitution and bylaws, refunds to the employee will be made by the Union.

(g) The Union shall notify the Personnel Office in writing of the proper amount of Union membership dues, initiation fees, and the service fee equivalent to periodic dues and any subsequent changes in such amounts. The Employer agrees to furnish the Public Employees Representative Association, Local 100 Treasurer a monthly record of those employees for whom deductions have been made, together with the amount deducted.

(h) If a dispute arises as to whether or not an employee has properly

executed or properly revoked a written check off authorization form, no further deductions will be made until the matter is resolved.

(i) The Employer shall not be responsible for dues, initiation, or the service fee equivalent to periodic dues after an employee's employment relationship with the Employer has been terminated.

(j) The Employer shall not be liable to the Union or its members for any dues, initiation fees, or the service fee equivalent to periodic dues once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States mail.

Section 3.4 Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues, initiation fees, or the service fee equivalent to periodic dues provided herein.

MANAGEMENT RIGHTS

Section 4.1 Management Rights.

(a) The Employer retains and shall have the sole and exclusive right to manage the Prosecutor's office in all of its operations and activities and its judgment in this respect shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by law and statute, along with the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; to assign, transfer, discipline, suspend, and discharge employees; to establish and implement affirmative action programs and merit systems governing the selection and promotion of employees; to establish reasonable rules and regulations governing the conduct of its employees and to fix and determine penalties for the violation of such rules; and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the Grievance or Arbitration Procedures established in this Agreement.

(b) The Employer shall also have the right to promote, layoff, and recall personnel; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in

violation of any specific provision of this Agreement and, as such they shall be subject to the Grievance Procedure established in this Agreement.

(c) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

NO STRIKE - NO LOCKOUT

Section 5.1 No Strike Pledge. During the term of this Agreement, the Union agrees that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, sympathy strike, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in, any picketing of the Employer's buildings, offices, or premises because of a labor dispute with the Employer.

Section 5.2 Penalty. Any employee who violates the provisions of Section 5.1 shall be subject to discipline by the Prosecutor, up to and including discharge.

Section 5.3 No Lockout. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 5.1, agrees not to lockout any employees covered by this Agreement.

GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance. A grievance, for purposes of this Agreement, shall be defined as a complaint by an employee concerning the application of the specific provisions of this Agreement as written.

Section 6.2 Grievance Procedure. All grievances shall be processed in the following manner:

- (a) Step 1: An employee who believes that he has a grievance shall discuss the matter with the Prosecutor within seven (7) days following the events which caused the grievance. If requested by the employee, the Union Steward and/or a non-employee representative may be present. The Prosecutor shall inform the employee of his decision in the matter in

writing within seven (7) days following the discussion between himself and the employee.

- (b) Step 2: If the grievance is not settled at Step 1, it shall be reduced to writing and submitted by the Union Steward to the Prosecutor within seven (7) days following the answer in Step 1. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or the Union with respect to those provisions, indicate the relief requested, and be signed by the Union Steward and the affected employee(s). The Prosecutor, Chairman of the County Board of Commissioners' Personnel Committee, and the Union Steward shall meet to discuss the grievance within fourteen (14) days following receipt by the Prosecutor of the grievance. Either party may have non-employee representatives present, if desired. The Employer shall place its written answer on the grievance and return it to the Steward within fourteen (14) days following the meeting.

Section 6.3 Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next Step in a timely manner, the grievance shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall advance to the next step automatically, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Section 6.4 Grievance Resolution. All grievances that are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the Board of Commissioners at its next regularly scheduled monthly meeting before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the Board of Commissioners under this Section. If the resolution of a grievance is not approved, the Union shall have twenty-one (21) days following receipt by the Union of notice of the County Board of Commissioners' action to request arbitration.

Section 6.5 Time Computation. In computing days under this Agreement and the Grievance Procedure, the reference to days shall mean calendar days. If a time period ends on a Saturday, Sunday, or holiday recognized under this Agreement, the time period shall be extended to the next weekday.

ARBITRATION

Section 7.1 Arbitration Request. In the event a grievance involving the application, interpretation, or enforcement of the provision of this Agreement shall not have been satisfactorily adjusted during the two (2) steps of the Grievance Procedure, the Union may submit the grievance to arbitration by giving written notice to the Employer or its designated representative within twenty-one (21) days after the last answer by the Employer in Step 2 of the Grievance Procedure. If the Employer fails to answer the grievance within the time limits set forth in Step 2 or fails to hold a meeting to discuss the grievance within the time limits established in Step 2, the Union, if it desires to seek arbitration, may give written notice to the Employer or its designated representative at any time after the Step 2 answer would have been due otherwise. By mutual agreement, this time limit may be extended by the parties involved in writing, provided the length of the extension period is specified. If arbitration is not sought within the twenty-one (21) day period specified in this Section, the matter shall be considered settled on the basis of the Employer's last disposition.

Section 7.2 Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall attempt to mutually select an arbitrator within fourteen (14) days.

If the parties are unable to mutually select an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide each party with a list of seven (7) arbitrators. Either party to this Agreement may reject the first list and the rejecting party shall request, within seven (7) days, another list. Upon receipt of the list of arbitrators, within fourteen (14) days, the parties shall select an arbitrator by alternately striking a name from the list, with the Employer striking first. The last remaining name shall be the arbitrator.

If either party refuses to participate in the selection of an arbitrator, the other party may unilaterally select the arbitrator from the Federal Mediation and Conciliation Service list and proceed with an arbitration hearing. The arbitrator's fees and expenses shall be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses, other than employees of the County who shall not lose time or pay when involved in the Grievance Procedure. Witnesses shall be excused upon completion of their testimony.

Section 7.3 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, to change or set a wage rate, or to pass upon the propriety of discipline administered to employees covered by this Agreement. If the

issue of arbitrability is raised, the arbitrator shall decide only the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit.

SENIORITY

Section 8.1 Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Prosecutor's office commencing from the last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work. The applications of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 8.2 Loss of Seniority. An employee's seniority and employment relationship with the Prosecutor shall terminate automatically for any of the following reasons:

- (a) If the employee quits, retires, or receives a pension, including a disability pension, as a result of employment with the Employer;
- (b) If the employee is terminated or discharged;
- (c) If the employee fails to notify the Employer for any three (3) consecutive working days that the employee will not be reporting for work, unless an excuse acceptable to the Prosecutor is presented;
- (d) If the employee is absent for any three (3) consecutive working days, unless an excuse acceptable to the Prosecutor is presented;
- (e) If the employee fails to return on the required date following the approved leave of absence, vacation, or disciplinary layoff, unless an excuse acceptable to the Prosecutor is presented;
- (f) If the employee has been on layoff status for a period of one (1) year or the length of the employee's seniority, whichever is less;
- (g) If the employee fails to report for work within fourteen (14) days following notification of recall by certified mail, return receipt requested, sent to the employee's last known address;
- (h) If the employee fails to inform the Prosecutor within three (3) working days following receipt of notification of recall that the employee intends to return to work for the Prosecutor;
- (i) If the employee has been on leave of absence, including a sick or workers'

compensation leave, for a period of six (6) months or for a period equal to the length of the employee's seniority at the time such leave commenced, whichever is less. The Prosecutor, in his/her sole discretion, may waive the limitations of this subsection.

(j) If the Prosecutor's operations are permanently discontinued.

Section 8.3 Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence Sections in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absence.

Section 8.4 Notice of Separation. If an employee is not reappointed, has his/her appointment withdrawn by the Prosecutor, or is terminated from employment without cause as defined below and for reasons other than death, retirement, or voluntary resignation, the Employer will provide the employee with written notice of such non-reappointment, withdrawal of appointment, or termination at least forty-five (45) days before the effective date. Salary and benefits will continue for the period of time stated above provided the employee does not obtain other professional employment or receive unemployment compensation during that time.

No notice as stated above shall be required for employees whose separation from employment is related to the employee's conviction of a felony, conviction of a high misdemeanor, or conviction of a misdemeanor connected with his/her employment, or in any case in which an employee's license to practice law within Michigan is suspended or revoked.

LAYOFF AND RECALL

Section 9.1 Layoff. When in the opinion of the Prosecutor qualifications, experience, and ability are equal, the least senior employee in the classification will be laid off first.

Section 9.2 Notification of Layoff. Whenever possible, the Employer agrees to give seven (7) days' advance notification of layoff by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. The provision of this Section shall be deemed to have been complied with by delivery of such layoff notice to the Prosecutor's office for distribution to the affected employees. A copy of such notification shall be issued to the Steward. Whenever possible, the notification shall state the anticipated duration of the layoff.

Section 9.3 Recall. In the event the work force is increased, recall to work shall be in reverse order of layoff from the classifications affected by the recall, provided, however, the employee returned to work must be able to perform the required work and

must not have lost any recall rights pursuant to Section 8.2 (f).

Section 9.4 Notification of Recall. Notification of recall shall be by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Steward. The notice shall set forth the date the recalled employee is expected to return to work.

HOURS OF WORK

Section 10.1 Normal Workweek and Workday. The normal workweek for all permanent full-time employees shall consist of forty (40) hours of work performed in a period of five (5) consecutive calendar days from Monday through Friday, except that each permanent full-time employee shall, in addition, participate in a rotation, on a schedule established by the Prosecutor, to respond to any emergency during non-business hours, and to comply with MCR 6.104(g). Individual adjustments to the normal forty (40) hour workweek may be made with the approval of the Prosecutor. The normal workday for full-time employees shall consist of eight (8) hours of work, exclusive of a one (1) hours unpaid lunch period.

Section 10.2 Scheduling. The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet the needs of the Prosecutor and the public the Prosecutor serves. It is expressly understood that an employee's work schedule may be changed whenever operating conditions warrant such change.

Section 10.3 Weekends. Effective upon ratification of this Agreement, Assistant Prosecutors required to serve "on call" on a weekend or holiday for required work such as signing warrants shall be paid Forty Dollars (\$40) per day worked; Forty-five Dollars (\$45) per day beginning January 1, 2006; and Fifty Dollars (\$50) per day beginning January 1, 2007.

LEAVES OF ABSENCE

Section 11.1 Procedure for Requesting Leaves. Requests for a leave of absence must be submitted in writing by the employee to the Prosecutor at least twenty-eight (28) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Prosecutor within fourteen (14) calendar days after the request for a leave of absence is received by the Prosecutor. Any request for an extension of a leave of absence must be submitted in writing to the Prosecutor at least fourteen (14) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Prosecutor.

Section 11.2 Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intentions known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leave of absence unless agreed to by the Prosecutor. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment with the Prosecutor. All leaves of absence shall be without pay unless specifically provided to the contrary by the provision of the leave Section involved.

Section 11.3 Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) All full-time employees will earn sick leave credits at the rate of one-half (½) working day for each full pay period the employee works, exclusive of leaves of absence, unless otherwise specifically provided to the contrary. Unpaid sick leave credits may accumulate up to a maximum of one hundred twenty (120) days (960 hours). Sick leave credits are accumulated at the end of the pay period and may not be used during the pay period in which they are earned. For purposes of this Section, work includes Employer-paid leaves and vacation leave taken.

(b) One (1) day of sick leave credits shall equal eight (8) hours' pay at the employee's regular hourly rate of pay when the employee takes sick leave.

(c) Sick leave shall be granted when it is established to the Prosecutor's satisfaction that an employee is incapacitated for the safe performance of duty because of illness or injury.

(d) The Prosecutor may request as a condition of any sick leave a medical

certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.

(e) Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to cash. Subject to subsection (j) below, employees whose employment status is severed forfeit all accrued sick leave benefits.

(f) After an employee has exhausted paid sick leave benefits, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the Employer.

(g) Sick leave benefits may not be taken in units of less than one (1) hour.

(h) Before an employee absent from duty for fourteen (14) consecutive days returns to work, the employee shall satisfy the Prosecutor that the employee is fit again to perform the employee's duties.

(i) Upon death, or retirement under the Employer's retirement program, an employee or estate shall receive a lump sum payment representing fifty (50%) percent of the employee's accumulated and unused sick leave credits up to a maximum of forty-five (45) days.

(j) In case of work incapacitating injury or illness for which an employee is eligible for benefits under the Employer's Sickness and Accident insurance program or the Employer's Workers' Compensation program, accrued sick leave credits may be utilized, at the request of the employee, to maintain the difference between the Sickness and Accident benefits and seventy-five (75%) percent of the employee's regular salary or wage. Upon exhaustion of the employee's sick leave, the employee shall draw only those benefits as are allowable under the Employer's Sickness and Accident program or the Employer's Workers' Compensation program.

Section 11.4 Funeral Leave. An employee shall be granted up to three (3) consecutive calendar days to attend the funeral when death occurs in the employee's immediate family. Immediate family shall mean the employee's spouse, children, step-children, mother, father, sister, brother, mother-in-law, and father-in-law. An employee shall be granted one (1) day of leave to attend the funeral of the employee's grandparent. An employee who loses work from regularly scheduled hours shall receive the employee's regular rate of pay for such lost time for the funeral leave.

Section 11.5 Maternity Leave. Leave of absence for pregnancy shall be treated in the same manner as any other sick leave of absence under this Agreement.

Section 11.6 Extended Sick Leave. Extended sick leave without pay shall be

granted automatically upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on sick leave for a period not more than six (6) months or the length of seniority, whichever is less, and the employment relationship shall be terminated automatically at that time, unless the Prosecutor should extend the leave of absence. The Employer may request as a condition of continuance of any extended sick leave proof of continuing disability. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform the employee's job, the Employer may require an examination and, if cause is found, require the employee to take an extended sick leave of absence.

Section 11.7 Personal Days. Full-time employees covered by this Agreement shall be allowed three (3) days for personal leave of absence with pay each calendar year. Personal leave may be taken in one (1) hour increments. There shall be no accumulation or carryover of personal leave from one calendar year to another. Request for a personal leave of absence must be made to the Prosecutor or designee seven (7) calendar days in advance of the day requested, provided, however, that at the Prosecutor's discretion, and if possible, the notification period may be shortened if necessary arrangements can be made in the Prosecutor's office. A request for a personal leave may be denied if the absence of the employee would interfere unreasonably with the services required to be performed by the Prosecutor's office.

Section 11.8 Family and Medical Leave. Bargaining unit members shall have the same provisions, terms and conditions of the Family and Medical Leave Act apply to them as that which are applicable to non-union county employees, which may change by resolution of the Board of Commissioners.

HOLIDAYS

Section 12.1 Recognized Holidays. Time off with pay shall be granted to eligible employees for the following recognized holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
President's Day	Christmas Eve Day (if it falls on a Monday through Thursday)
Good Friday (½ Day)	Christmas Day
Memorial Day	New Year's Eve Day (if it falls on a Monday through Thursday)
Independence Day	
Labor Day	
Veteran's Day	

Section 12.2 Holiday Eligibility. In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualifications.

- (a) The employee must work all scheduled hours on the Employer's last

regularly scheduled workday before the holiday and on the first regularly scheduled day after the holiday, unless otherwise excused.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this Section, a person is not on the active payroll of the Employer during unpaid leave of absences, layoffs, when receiving workers' compensation, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and perform all required work shall not receive any holiday pay for such holiday.

Section 12.3 Holiday Celebration. Whenever New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on a Saturday, the preceding Friday will be recognized as a holiday. Whenever New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on a Sunday, the following Monday will be recognized as a holiday.

Section 12.4 Holiday Pay. Eligible employees shall receive eight (8) hours' pay for each recognized full day holiday and four (4) hours pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums. Employees required to work on a recognized holiday shall be paid at their regular rate of pay for all hours worked on the holiday and shall receive holiday pay in addition, if otherwise eligible.

Section 12.5 Holiday During Vacation. Should a holiday fall during an otherwise eligible employee's vacation period, the employee shall not be charged for a vacation day on the date the holiday is recognized.

VACATIONS

Section 13.1 Vacation Eligibility and Pay. All full-time employees covered by this Agreement who have the required seniority and have worked the requisite qualifying number of hours as set forth below shall be granted vacation with pay in accordance with the following schedule:

SENIORITY REQUIRED	ACCRUAL RATE
0-4 Months of Service	-0-
5 Months through 3 Years	4.00 hours for each pay period worked
Beginning the 4th Year through 9 Years	4.62 hours for each pay period worked
Beginning of 10th Year and up	6.16 hours for each pay period worked

For purposes of this Section, hours worked shall include Employer-paid leaves

and vacation leave taken.

Employees who are earning vacation at the rate of 6.16 hours per pay period shall continue to earn vacation at that rate even though they have less than fifteen (15) years' seniority.

Section 13.2 Vacation Scheduling. After the first six (6) months of employment, employees may utilize their earned vacation credits upon proper notice as determined by the Prosecutor's rules, provided that, in the opinion of the Prosecutor such time off does not unreasonably interfere with the efficient operation of the office and the Prosecutor's obligations to the public generally.

Section 13.3 Vacation Accumulation. An employee may not accumulate vacation credits at any time during the year in excess of the following schedule based on the employee's accrual rate:

ACCRUAL RATE	MAXIMUM VACATION CREDIT HOURS
4.00 Hours	144 Hours
4.62 Hours	160 Hours
6.16 Hours	200 Hours

Section 13.4 Vacation Payout. Upon termination of employment after six (6) months of service, an employee shall be paid for any earned but unused vacation time.

INSURANCE AND PENSION

Section 14.1 Hospitalization Insurance. Effective February 1, 2003, after one hundred twenty (120) days of continuous service, the Employer will provide hospitalization and dental insurance to an employee, including dependent coverage, pursuant to the terms and conditions of the Employer's current hospitalization and dental insurance plans for County employees.

Section 14.2 Hospitalization Insurance Co-Pays. Effective February 1, 2003, an eligible employee receiving hospitalization insurance under this Agreement shall pay the following monthly premium co-pays, depending on the level of coverage selected by the employee:

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
Single Person	\$44	\$24	no cost
2 People	\$92	\$51	no cost
Family	\$116	\$68	no cost

Premium co-pays may be changed for any hospitalization insurance plan, but the amount of any premium co-pay shall not be more than that paid by any non-union Employee participating in the hospitalization insurance plan. Premium co-pays may be paid by an employee with pre-tax dollars should the employee elect to participate in a pre-tax spending plan to be offered and administered by the Employer.

Section 14.3 Selection of Health Care Plans. The Employer may change hospitalization insurance plans and coverage levels, dental insurance plans and coverage levels, and vision insurance plans and coverage levels, including in each case, changes in deductibles, co-pays, and premium contributions, provided:

(a) The plan(s) selected or changes made are at least equivalent to the plan(s) offered or changes made to the plan(s) of other union and non-union employees of the Employer.

(b) The Employer first meets and negotiates with the Union over all changes to the plan(s) prior to the effective date of the changes. Should the parties be unable to agree on such changes, they shall first utilize the services of a state-appointed mediator before any changes are implemented. Any future increase in the premium co-pays associated with medical and health insurance benefits, above those recited in the terms of this Article, shall be tied directly to actual premium increases for such benefits incurred by the Employer and shall be assessed to the Employee in an amount not to exceed the sums established by the following formula: Employee contributions to increased premiums shall not exceed the sum represented by fifty (50%) percent of the premium increase, after three (3%) percent is first deducted. (Percentage increase less 3% divided by 2; for example, if the premium increases 9%, the Employer will pay the first 3% and one-half of the remaining 6%. Employees would pay the other one-half of the remainder, or 3%.) If any non-union or any other union employee formula provides for a different co-pay than the above formula, then the union has the option to elect between formulas.

The Union agrees that the Health Care Coalition process satisfies the requirement to meet and negotiate as provided in paragraph (b) of this section.

Section 14.4 Selection of Insurance Carriers. The Employer reserves the right to select or change any or all insurance carriers, provided the level of benefits remains substantially the same.

Section 14.5 Supplemental Insurance. Upon request by the Union or an employee, the Employer will administer at no cost to the Union or an employee, an AFLAC supplemental insurance plan. Any premium cost associated with any such plan shall be the sole responsibility of the employee electing to participate in such plan.

Section 14.6 Insurance Continuation. There shall be no liability whatsoever on the part of the Employer for any insurance premium for an employee or employees who

are on layoff or leave of absence, other than sick leave, beyond the month in which such leave of absence or layoff commences. If an employee is granted a sick leave of absence, the Employer agrees to continue its applicable insurance contribution for a period of no more than three (3) months, not counting the month in which such sick leave commenced.

Section 14.7 Life Insurance. The County shall provide Forty Thousand (\$40,000.00) Dollars of term life insurance and accidental death and dismemberment insurance after one hundred twenty (120) days of continuous service.

Section 14.8 Sickness and Accident Insurance. For the period of this Agreement, the Employer shall pay the required premiums for each employee who has completed one hundred twenty (120) days of continuous service for sickness and accident insurance that will pay benefits of Three Hundred Twenty-five (\$325.00) Dollars per week for a period of one (1) year with a sixty (60) day waiting period.

Section 14.9 Pension. Effective January 1, 1997, the Employer will provide the MERS B-2 retirement plan.

Effective December 31, 2001, employees shall purchase the MERS B-3 retirement plan. Effective June 1, 2005, the Employer shall pay the employee's share of the difference between the MERS B-2 program and the MERS B-3 program.

During the term of this Agreement, the Union may elect, on behalf of the employees it represents, the option to purchase, at the employee's cost, additional retirement benefits up to the level of benefits available to the Employer's non-union employees as a group at the time the option is exercised. The cost of any actuarial study to determine the employee cost of such additional benefits shall be borne by the Union. The Union shall exercise such option so that any benefit improvement shall be effective on December 1.

Section 14.10 Post-Retirement Health Care Plan. Employees who retire may obtain post-retirement health care benefits pursuant to the terms of the County's Post-Retirement Health Care Plan, at the time of retirement, as may be amended from time to time. The Employer shall provide the Union any actuarial studies concerning the Plan, or other available information necessary to keep employees informed about the Plan and its assets.

CLASSIFICATIONS AND WAGES

Section 15.1 Wages. Listed in Appendix A and incorporated herein are the wage rates for the classifications covered by this Agreement.

Section 15.2 Longevity. Longevity benefits shall be determined on December 1st of each year. All eligible full time employees shall receive a longevity bonus, payable in December, in accordance with the following schedule:

SENIORITY	LONGEVITY PAY
5 Years through 9 Years	\$200
10 Years through 14 Years	\$400
15 Years through 19 Years	\$500
20 Years through 24 Years	\$600
25 Years or more	\$700

Longevity shall be eliminated for employees hired on or after January 1, 1995.

MISCELLANEOUS

Section 16.1 Bar Dues. The Employer shall pay those State Bar of Michigan dues necessary for assistant prosecuting attorneys to practice law in the State of Michigan.

Section 16.2 Mileage. Employees authorized by the Prosecutor to use their own vehicles in the performance of their duties shall be paid mileage at the rate established by the Internal Revenue Service.

Section 16.3 Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event any provision of this Agreement is rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

SCOPE OF AGREEMENT

Section 17.1 Past Practices. This Agreement supersedes any other agreement, policy, or past practice inconsistent with its terms unless mutually adjusted in writing by the Employer and the Union.

Section 17.2 Waiver. It is the specific and express intention of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Therefore, for the life

of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

DURATION

Section 18.1 Termination. This Agreement shall remain in force until 12:01 a.m., January 1, 2005 and thereafter for successive periods of one (1) year unless either party, on or before the 60th day prior to expiration, serves written notice on the other party of a desire to terminate, modify, alter, amend, negotiate, or change, or any combination thereof, the terms of this Agreement. Such notice shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

APPENDIX A

Effective the first full pay period beginning on or after January 1, 2005,* the following wage scale shall be effective:

Classification	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Ass't Pros. I	43,280	46,740	48,472	50,203	N/A	N/A
Ass't Pros. II	45,199	50,792	53,590	56,362	59,179	62,138
Chief Ass't Pros.	50,136	56,349	59,272	62,541	65,669	N/A

* Retroactive to January 1, 2005, for employees employed on the date of ratification by the bargaining unit.

Effective the first full pay period beginning on or after January 1, 2006*, the following wage scale shall be effective:

Classification	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Ass't Pros. I	44,578	48,142	49,926	51,709	N/A	N/A
Ass't Pros. II	46,555	52,316	55,198	58,053	60,954	64,002
Chief Ass't Pros.	51,640	58,039	61,050	64,417	67,639	N/A

* Retroactive to January 1, 2006, for employees employed on the date of ratification by the bargaining unit.

Effective the first full pay period beginning on or after January 1, 2007, the following wage scale shall be effective:

Classification	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Ass't Pros. I	45,915	49,586	51,424	53,260	N/A	N/A
Ass't Pros. II	47,952	53,885	56,854	59,795	62,783	65,922
Chief Ass't Pros.	53,189	59,780	62,882	66,350	69,668	N/A