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A G R E E M E N T
COUNTY OF KALAMAZOO
and the
PROSECUTOR OF THE COUNTY OF KALAMAZOO

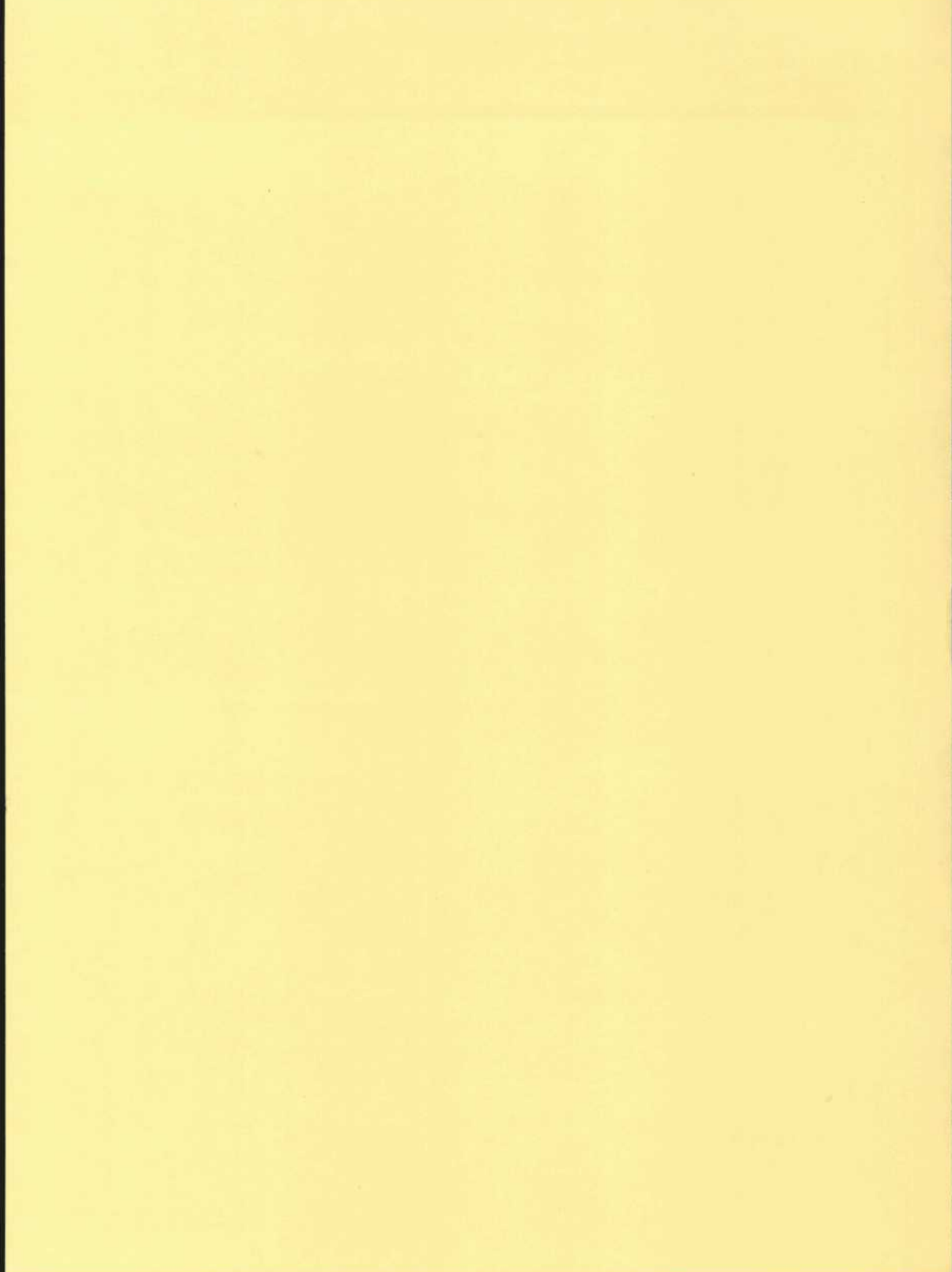
AND

KALAMAZOO COUNTY
ASSISTANT PROSECUTING ATTORNEYS' ASSOCIATION

June, 1989

Kalamazoo County

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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A G R E E M E N T

THIS AGREEMENT entered into as of the 5th day of *July* 1989, by and between the COUNTY OF KALAMAZOO and the PROSECUTOR OF THE COUNTY OF KALAMAZOO, hereinafter referred to as the "Employer," and the KALAMAZOO COUNTY ASSISTANT PROSECUTING ATTORNEYS' ASSOCIATION, hereinafter referred to as the "Association."

W I T N E S S E T H:

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work and other conditions of employment for the employees occupying, or who may during the life of this Agreement occupy, the job classifications set forth in Schedule A attached hereto and have agreed as follows:

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Association as the exclusive bargaining agent for all assistant prosecuting attorneys of the County of Kalamazoo, including duly appointed assistant prosecuting attorneys, and duly appointed division chiefs, but excluding the elected prosecuting attorney and the chief assistant prosecuting attorney.

ARTICLE II - MEDICAL, DENTAL AND VISION INSURANCE

Section 1: Effective Aug. 1, 1989, all full-time bargaining unit members shall be eligible to become members of the County's KAL-FLEX insurance program. On an annual basis, each bargaining unit member shall have the opportunity to select the options then available under said Flexible Benefit Plan.

ARTICLE III - MALPRACTICE INSURANCE

Section 1: The Employer shall continue, for the life of this Agreement, to pay the cost of malpractice insurance and civil rights violation coverage as presently provided by the County of Kalamazoo. The aforementioned coverage may be placed with the carrier as designated by the County provided that the Association received notification prior to a change in the carrier.

Section 2: In the event the Employer fails to pay the necessary premiums or otherwise allows such malpractice insurance coverage and civil rights violation coverage to lapse, the Employer shall indemnify Association members for all expenses, costs, legal fees and judgments incurred as a result of a malpractice suit and/or civil rights suit naming the member as a defendant.

- (a) The President of the Association shall receive copies of all County correspondence regarding the policy endorsements for individual bargaining unit members. In the event that such policy should lapse or the County is informed that such policy might lapse, the President of the Association will be so informed in writing.

ARTICLE IV - DISABILITY INSURANCE

Section 1: For unit members employed prior to February 4, 1987, the Employer shall make available to each Association member the opportunity to participate in a group disability insurance plan. The Disability Insurance Plan shall be the Provident Life and Accident Insurance Company Policy 331, Class I, sixty (60) day elimination period with accident and sickness benefits over age sixty-five (65), or an equivalent plan. The Employer shall pay the full amount of any required premium to provide such disability insurance plan for each Association member. Upon each annual renewal, that being January 1 of each year, the premium for each Association member shall be determined on his/her then-existing salary.

Section 2: Unit members hired subsequent to February 4, 1987, shall be eligible to participate in the County Short-Term/Long-Term Disability Insurance Program. Any unit member employed prior to February 4, 1987, may also elect to participate in the County's Short-Term/Long-Term Disability Insurance Program in lieu of the Disability Insurance Plan set forth in Section 1. Such election shall be irrevocable.

Section 3: The County's Short-Term Disability Insurance Program shall be fully coordinated with the employee's sick leave accumulation. Such disability insurance shall be available after twenty-one (21) calendar days provided the employee has exhausted his/her personal accumulation of sick leave. Such insurance plan shall have a benefit of sixty (60) percent of salary. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 4: The County's Long-Term Disability Insurance Plan is also fully coordinated with the employee's sick leave accumulation. Such plan covers a disability after the employee has been disabled for six (6) months. A disabled employee is eligible for sixty (60%) percent of his/her salary under such plan provided the employee has exhausted his/her personal accumulation of sick leave. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 5: An employee on short-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the County's portion of all insurance premiums during this period.

Section 6: An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay its portion of the costs of the employee's health insurance and the employee may continue dependent health insurance coverage at the employee's cost.

Section 7: Neither the short-term nor the long-term disability insurance shall be applicable to any injury or disability which is job related and covered by the Worker's Compensation Laws.

ARTICLE V - SICK LEAVE

Section 1: Sick leave is a means of assuring that an Association member will not suffer loss of income because of illness. It is not a means by which a member can earn additional days off.

Section 2: All full-time Association members shall accrue three (3) hours with pay as sick leave for each completed bi-weekly pay period. Sick leave with pay may be utilized by members throughout their period of employment with the Employer. Sick leave may be accumulated from year to year, and such accumulation shall be unlimited.

Section 3: An Association member may use such sick leave, when arranged for and approved by the Prosecuting Attorney and/or his Chief Assistant, in the following instances:

- (a) When it is established to the Employer's satisfaction that an Association member is incapacitated for the safe performance of his duties because of sickness or injury. The Employer may request a physician's verification of illness if absences are frequent.
- (b) When, due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- (c) When death occurs in the Association member's immediate family. Immediate family shall be defined as the Association member's spouse, children, parents or

foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, and any person for whom financial or physical care is the Association member's principle responsibility.

- (d) When unusual situations or emergencies exist in the Association member's immediate family.
- (e) Failure by the Association member to make diligent effort to notify the Prosecutor or his designee of the necessity to utilize sick leave may result in loss of pay.

Section 4: All sick leave utilization shall be substantiated by written evidence signed by the Association member's immediate supervisor, and by such other evidence as the Prosecuting Attorney may require.

Section 5: An Association member shall not be charged sick leave time for dentist or doctor appointments when his time off is of a one (1) or two (2) hour duration.

Section 6: An Association member returning to work from an illness of over five (5) consecutive working days shall submit a statement from his physician certifying his ability to return to work. Such statement shall be submitted to the Prosecuting Attorney.

Section 7: A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty (50%) percent of the total number of sick leave days accrued but such payment may not exceed eight hundred (800) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of retirement shall continue; however, only those hours accumulated prior to 12-31-86 shall be part of the calculation of final average compensation for retirement purposes. An employee who has been continuously employed by the County for five (5) years and who terminates his/her employment prior to retirement, except in the case of discharge, will receive compensation for unused sick leave credits at his/her rate of pay at termination up to twenty-five (25%) percent of the total number of sick days accrued, but such payment shall not exceed four hundred (400) hours. An employee who has been continuously employed by the County for ten (10) years and who terminates his/her employment prior to retirement, except in the case of disability, will receive compensation for unused sick leave credits at his/her rate of pay at termination up to fifty (50%) percent of the total number of sick days accrued, but such payment shall not exceed eight hundred (800) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time

of termination shall continue; however, only those hours accumulated prior to 12-31-86 shall be subject to such payoff. This benefit regarding the twenty-five (25%) percent payoff and the fifty (50%) percent payoff only applies to those current employees as of the date of this Agreement and does not apply to any future hires. Sick leave used by employees will be charged first against sick leave earned after 12-31-86 and then to accumulation earned prior to such dates.

ARTICLE VI - LEAVES OF ABSENCE

Section 1: Each Association member shall be entitled to three and one-half (3-1/2) personal business leave days, credited to him the first day of January each year. Such personal business leave days may be utilized upon approval of the Prosecuting Attorney and/or his Chief Assistant, as a leave of absence with pay to conduct personal business. Personal leave business days shall not be deducted from sick leave or vacation leave days and shall not accumulate from year to year.

Section 2: An Association member who is required or who, with the prior approval of the Prosecuting Attorney, volunteers to perform other services related to the performance of his duties as an Assistant Prosecuting Attorney, shall be granted a leave of absence, with full pay, to perform said services. If the Association member receives remuneration for the performance of such related services, and if said services were performed during the time of regular office hours, he shall submit all such remuneration to the Prosecuting Attorney.

Section 3: Military leave for active duty: Association members who are inducted into the Armed Forces of the United States, shall be entitled to a leave of absence without pay for the period of service required by such original induction. Upon their honorable discharge, such members will be reinstated to the first available position comparable to their former position provided they make formal application for reinstatement within ninety (90) days after military discharge.

Section 4: Military leave or reserve duty: An Association member who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon the submission of proper documentation by his commanding officer. He shall be paid by the County the difference between the amount received for the training and his full salary.

An Association member who is called for emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States, shall be paid his full salary for a period not to exceed five (5) working days.

Section 5: Administrative or special leave: An administrative or special leave may be granted an Association member upon prior approval of the Prosecuting Attorney. All such leaves shall be specific in their duration. A special or administrative leave of absence will be without pay.

ARTICLE VII - HOLIDAYS

Section 1: Association members shall be entitled to holiday leaves with pay on the following recognized holidays:

- | | |
|---------------------------|-----------------------------|
| 1. New Year's Day | January 1 |
| 2. Washington's Birthday | Third Monday in February |
| 3. Memorial Day | Last Monday in May |
| 4. Independence Day | July 4 |
| 5. Labor Day | First Monday in September |
| 6. Veterans' Day | November 11 |
| 7. Thanksgiving Day | Fourth Thursday in November |
| 8. Day after Thanksgiving | Day after Thanksgiving |
| 9. Christmas Day | December 25 |

Section 2: Association members shall likewise be entitled to an extra day off during the Christmas and New Year's season, December 24 through January 2. Recognizing that the Prosecutor's Office shall remain open, the Prosecuting Attorney shall post a schedule relative to said additional holiday.

Section 3: When any holiday enumerated above falls on a Sunday, the next following Monday shall be observed as the holiday. When any holiday enumerated above falls on a Saturday, the preceding Friday shall be observed as a holiday with the exception of New Year's Day which will be celebrated the following Monday.

ARTICLE VIII - VACATIONS

Section 1: Every Association member shall be allowed vacation leave with full pay at the rate shown in the following table:

- (a) Every continuing full-time Association member shall be entitled to annual leave with pay of one-half (1/2) day [four (4) hours] for each bi-weekly work period of service, except that no Association member shall be entitled to utilize such annual leave until he has completed thirteen (13) bi-weekly work periods.
- (b) Association members who have completed four (4) years of currently continuous service shall earn additional or bonus annual leave with pay according to length of total classified service as follows:
 - (1) For four (4) or more but less than seven (7) years, two (2) days [sixteen (16) hours] annually.

- (2) For seven (7) or more, but less than fifteen (15) years, four (4) days [thirty-two (32) hours] annually.
- (3) For fifteen (15) or more, but less than twenty (20) years, six (6) days [forty-eight (48) hours] annually.
- (4) For twenty (20) or more years, eight (8) days [sixty-four (64) hours] annually.

(c) Annual leave shall not be allowed in advance of being earned.

Section 2: No annual leave shall be authorized, accrued or accredited in excess of thirty-five (35) days [two hundred eighty (280) hours].

Section 3: When an Association member is separated from his employment for any reason, including retirement, he shall be paid at his current rate of pay for his unused credited annual leave but in no case in excess of thirty-five (35) days [two hundred-eighty (280) hours].

Section 4: An Association member may utilize vacation only with the prior approval of the Prosecuting Attorney. An Association member shall not take his vacation leave one (1) day [eight (8) hours] at a time unless he has received prior approval of the Prosecuting Attorney.

Section 5: For all bargaining unit members hired after January 1, 1986, the payoff of any accrued vacation at the time of retirement shall not be included in the final computation of compensation for retirement purposes.

ARTICLE IX - PROFESSIONAL DUES

Section 1: The Employer agrees for the life of this Agreement to continue to pay the membership dues for each Association member to the following organizations:

1. The State Bar of Michigan and a Bar Association Section as approved by the Prosecutor.
2. County of Kalamazoo Bar Association
3. Prosecuting Attorneys' Association of Michigan
4. National District Attorneys' Association

ARTICLE X - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of economic provisions of this Agreement.

- (a) It is understood that only those provisions pertaining to economic matters shall be presented to this grievance procedure.

Section 2: First Step. An employee who has a grievance must submit the grievance in writing to the County Personnel Manager within three (3) regularly scheduled working days after the occurrence of the event upon which the grievance is based. Upon submission of such grievance, the employee shall also provide a copy of said grievance to the Prosecutor for his information. The grievance must state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, and must be signed by the employee of the Association committee member filing the grievance. The County Personnel Manager shall give a written answer to the aggrieved employee or Association committee member, as the case may be, within three (3) regularly scheduled working days after receipt of the written grievance. Upon submission of such answer, the County Personnel Manager shall also provide a copy of said answer to the Prosecutor for his information. If the answer is satisfactory, the employee or the Association committee member, as the case may be, shall so indicate on the Employer's copy of the grievance form and sign the same.

Section 3: Second Step. If the grievance is not settled in writing in the First Step and is to be appealed to the Second Step, an Association committee member shall refer the grievance to the Director of Employee Relations and Administrative Services within five (5) regularly scheduled working days after the First Step answer has been received by the aggrieved employee or Association committee member. Upon submission of such grievance to the Director of Employee Relations and Administrative Services, the Association committee member shall provide a copy of said grievance to the Prosecutor for his information. Upon receipt of the notice of appeal, the Director of Employee Relations and Administrative Services shall arrange a meeting at a mutually satisfactory time between the aggrieved employee and/or an Association representative within five (5) regularly scheduled working days. The Director of Employee Relations and Administrative Services or his/her designated representative shall give the Association representative a written Second Step answer to the grievance within ten (10) regularly scheduled working days after such meeting unless such time limit has been extended by mutual agreement between the Director of Employee Relations and Administrative Services and the Association. A copy of the answer shall be provided to the Prosecutor for his information. If the grievance is settled at this step, the Employer's copy of the answer shall be signed by the Association representative.

Section 4: Third Step. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then pertaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Employer's Second Step answer. Upon submission of such grievance to arbitration, a copy shall be provided to the Prosecutor for his information. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as having been withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions set forth in this Agreement nor to establish any salary rate or plan or rule on any provisions of the pension or insurance programs, but shall be limited solely to the interpretation and application of the specific provisions contained in this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the employees. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Association. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

Section 5: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Association to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If the grievance is not answered by the Employer within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step of the grievance procedure; provided, however, that nothing contained in this section shall be construed so as to automatically advance the grievance to the arbitration step of the grievance procedure. It is understood and agreed that by mutual agreement between the Employer and the Association, any time limit herein specified may be extended.

Section 6: An Association representative shall be permitted to present grievances as provided in the First and Second Steps of the grievance procedure without loss of pay. The grievance committee members, when participating in a meeting with the Employer as specified in the Third Step of the grievance procedure, shall suffer no loss of pay for the time necessarily lost from regularly scheduled work while so participating.

Section 7: Wherever used in this Article, the words "regularly scheduled working days" shall mean Monday through Friday, excluding unworked holidays specified herein.

ARTICLE XI - WAGES AND PENSIONS

Section 1: Association members shall be paid every other Friday. Each check shall cover the two (2) week period ending on the previous Friday.

Section 2: Salary increase shall not be automatic but shall be based on the merit system as established by the Prosecuting Attorney. Within the adopted salary plan for the Association, salary increases are meant to be a recognition for above-average performance and continued efficient service, as determined by the Prosecuting Attorney. If the Prosecuting Attorney decides to withhold a salary increase from an Association member, the Prosecuting Attorney shall advise the member in writing that the salary increase is being withheld and the reason thereof. It is understood by the parties to this Agreement, that a decision by the Prosecuting Attorney to withhold a salary increase from an Association member may not be submitted to arbitration pursuant to Article XI, Section 4, of this Agreement.

Section 3: The parties recognize that the County of Kalamazoo maintains the Kalamazoo County Employees Retirement System as provided for in a Resolution adopted by the Board of Commissioners on March 1, 1960, and as amended. The parties have agreed that only the following categories of bargaining unit members shall participate and be eligible for the Kalamazoo County Employees Retirement System:

- 1) Division Chiefs;
- 2) Any Assistant Prosecuting Attorney who was vested in such retirement plan as of February 4, 1987;
- 3) Any Assistant Prosecuting Attorney who was at least fifty (50) years of age as of February 4, 1987.

Section 4: The parties have agreed that with the exception of the categories as outlined in Section 3, all other Assistant Prosecuting Attorneys are withdrawn from participation in the Kalamazoo County Employees Retirement System effective February 4, 1987. The parties have further agreed that all Assistant Prosecuting Attorneys hired prior to January 1, 1985, shall have their credited pension service frozen as of February 4, 1987. If any Assistant Prosecuting Attorney hired prior to January 1, 1985 shall subsequently be appointed to the position of Division Chief, he/she shall be allowed to purchase credit in the Kalamazoo County Employees Retirement System for the time they have been employed with the County. In order for such an employee to receive credit for service frozen under this contract, all employment must be consecutive, thus, all, not part of any intervening time must be purchased.

Section 5: The Employer shall grant those wages set forth in Schedule A attached hereto to become effective January 8, 1988, and continue said wages for the life of this Agreement.

Section 6: That the Letter of Understanding between the parties now set forth as Appendix B to this Agreement shall continue until altered or modified as the result of future collective bargaining.

ARTICLE XII - LONGEVITY

Section 1: Following the completion of four (4) years of continuous full-time service, by October first of that year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as follows:

Section 2: Employees who by October first of any year, complete four (4) or more years of continuous service with the County and who, as of the day of payment thereof in such year are still employed by the County, shall qualify for a lump sum longevity payment in December of that year which shall be computed on the basis of twenty (\$20) dollars for each full year of continuous service.

ARTICLE XIII - MANAGEMENT RIGHTS

Section 1: The Prosecutor, on his own behalf and on the behalf of the electors of the County, hereby retains and reserves unto himself and his office, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the Prosecutor's office. The exercise of these powers, rights, authority, duties and responsibilities by the Prosecutor and the adoption of such rules, regulations and policies as the Prosecutor may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section 2: The County of Kalamazoo, on its own behalf and on behalf of the electors of the County, hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States regarding the Kalamazoo County Prosecutor's office.

ARTICLE XIV - GENERAL

Section 1: This Agreement incorporates the entire understanding of the parties on all issues which were, or could

have been, the subject of negotiations. This Agreement may be modified, in whole or in part, by the parties by an instrument in writing duly executed by both parties.

Section 2: If any Article or Section of this Agreement shall be found to be contrary to existing law, this shall not invalidate any of the other Articles or Sections of this Agreement.

Section 3: All Association members must maintain their principal place of residence within the County of Kalamazoo. All new Association members shall have ninety (90) days to establish residence within the County of Kalamazoo. Such period may be extended by the Prosecutor.

The provisions of this section may be waived by the Prosecutor in his sole discretion. Such waiver shall establish the terms and conditions which will be applicable and will be established by the Prosecutor directly with the affected unit member.

Section 4: It is agreed by the parties to this Agreement that the Prosecutor of the County of Kalamazoo is not and will not be personally responsible for any financial obligations contained within this Collective Bargaining Agreement.

Section 5: The Employer agrees to make any and all authorized payroll deductions for Association dues as authorized by individual employees. The monies collected pursuant to such authorizations shall be transmitted to the Association upon notification by the Association of the party and/or parties designated to receive such funds.

Section 6: The Employer agrees that during the life of this Agreement, all Association members shall be entitled to participate in the deferred compensation program presently existing for other County employees.

Section 7: In the event that any bargaining unit member shall not be reappointed as an assistant prosecuting attorney at the beginning of the term of office for the Prosecuting Attorney without good cause being shown, or if a bargaining unit member is terminated within the first six (6) months of the beginning of the term of office for the Prosecuting Attorney without good cause being shown, then said bargaining unit member shall have the right to submit said issue as a grievance to the Michigan Employment Relations Commission for non-binding mediation.

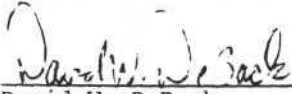
- (a) The above-mentioned section shall not be operative nor in effect as long as James J. Gregart or Robert L. Pangle occupy the position of Prosecuting Attorney whether by election, re-election or appointment.

ARTICLE XV - DURATION

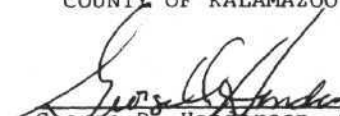
Section 1: This Agreement shall become effective as of ~~June 22, 1989~~ ^{July 5, 1989} and shall remain in full force and effect through September 1, 1989.

KALAMAZOO COUNTY ASSISTANT
PROSECUTING ATTORNEYS'
ASSOCIATION


COUNTY OF KALAMAZOO



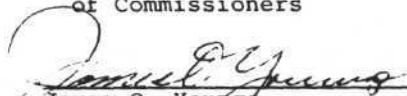
David W. DeBack
President



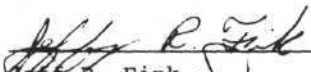
George D. Henderson, Chairman
Kalamazoo County Board
of Commissioners

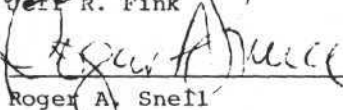


Kenneth A. Roth
Secretary/Treasurer

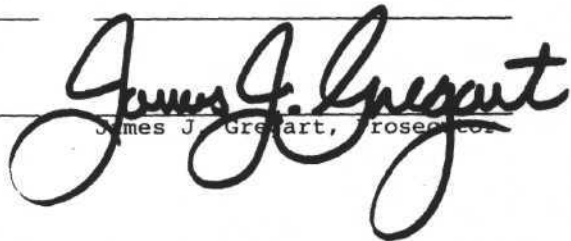


James O. Youngs
County Clerk/Register



Jeff R. Fink


Roger A. Snell



James J. Grekart, Prosecutor

SCHEDULE A
KCAPAA SALARY SCHEDULE
EFFECTIVE JUNE 22, 1989

<u>MONTHS</u>	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>ATTY I</u>	23,530	25,081	26,632	28,184	29,735			
<u>ATTY II</u>	28,184	29,735	31,286	32,838	34,389	35,941		
<u>SENIOR</u>	31,286	32,838	34,389	35,941	37,492	39,043	40,595	
<u>CHIEF</u>	35,941	37,492	39,043	40,595	42,146	43,698	45,249	46,800

APPENDIX B

IT IS HEREBY AGREED between the County of Kalamazoo and the Prosecutor of the County of Kalamazoo and the Kalamazoo County Assistant Prosecuting Attorneys' Association:

1. That, as a result of a recent decision by Federal Judge Richard Enslen, it is now necessary for the Office of the Prosecuting Attorney to be staffed on Sundays and on the days that have been recognized as holidays in the Collective Bargaining Agreement between the above-mentioned parties.
2. That, as a result of such additional obligation of the Office of the Prosecuting Attorney, it will be necessary for the Prosecutor to assign one or more assistant prosecuting attorneys on such additional duty days.
3. That such assignment of assistant prosecuting attorneys shall be made by the Prosecutor on a rotating basis.
4. That in consideration for an assignment of duty on Sunday, an assistant prosecuting attorney shall receive the sum of One Hundred and No/100 (\$100.00) Dollars for each assignment.
5. That in consideration for an assignment of duty on a recognized legal holiday, the assistant prosecuting attorney shall receive the sum of One Hundred Fifty and No/100 (\$150.00) Dollars for each assignment.
6. That the above consideration shall be included in the payroll check issued for the payroll period during which the Sunday or legal holiday duty was performed.
7. That this Letter of Agreement will be given retroactive effect to January 19, 1986.
8. That this Letter of Agreement does not alter any other wages, hours, terms or conditions of employment of the bargaining unit members other than that which is set forth herein.

