

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

PROSECUTING ATTORNEY/ASSISTANT PROSECUTING ATTORNEY'S EMPLOYEE
ASSOCIATION—COLLECTIVE BARGAINING AGREEMENT 2008-2011

WHEREAS, the County Administrator, the Budget and Finance Director and the Human Resources Director have entered into negotiations with the members of Prosecuting Attorney and the Assistant Prosecuting Attorney's Employee Association; and

WHEREAS, the Agreement for the period beginning January 1, 2008, through December 31, 2011, attached hereto and made part of this resolution, has been ratified by the Union.

THEREFORE, BE IT RESOLVED, that the Allegan County Board of Commissioners hereby approves the attached collective bargaining agreement and authorizes the Board Chairman and the County Administrator to sign the necessary documents on behalf of the County.

Moved by Commissioner Thiele, seconded by Commissioner Campbell to adopt the resolution as presented.

Moved by Commissioner McNeal, seconded by Commissioner Burns to table the resolution until Commissioner McNeal has time to make a presentation to address the figures. Motion lost on roll call vote: yeas - 5 votes. Nays - 6 votes. Absent - 0 votes.

Y TERRY BURNS
Y STEVE McNEAL

Y DON BLACK
N TOM JESSUP

N PAUL VanECK
N MARK DeYOUNG
Y DEAN KAPENGA
Y MAX THIELE

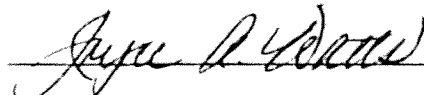
N FRITZ SPREITZER
N JON CAMPBELL
N LARRY JONES

The original motion carried by roll call vote: Yeas - 10
votes. Nays - 1 votes. Absent - 0 votes.

Y TERRY BURNS
N STEVE McNEAL
Y PAUL VanECK
Y MARK DeYOUNG
Y DEAN KAPENGA
Y MAX THIELE

Y DON BLACK
Y TOM JESSUP
Y FRITZ SPREITZER
Y JON CAMPBELL
Y LARRY JONES

ATTEST, A TRUE COPY

 _____, Clerk-Register

APPROVED: February 12, 2009

cc: Admin. - Finance - Human Resources 2 (DD & CJ) -
Prosecuting Attorney (FA) - Prosecuting Attorney and
Assistant Prosecuting Attorney's Employee Association
(Through Fred Anderson)



Collective Bargaining Agreement

Between

The County of Allegan

and

The Allegan County Prosecuting Attorney

and

**The Assistant Prosecuting Attorney
Employees' Association**

January 1, 2008

Through

December 31, 2011

TABLE OF CONTENTS

| SUBJECT | PAGE |
|---|------|
| AGREEMENT | 5 |
| PREAMBLE | 5 |
| ARTICLE 1 - RECOGNITION | 6 |
| 1.1 Collective Bargaining Unit | 6 |
| ARTICLE 2 - ASSOCIATION REPRESENTATION | 7 |
| 2.1 Collective Bargaining Committee | 7 |
| 2.2 Grievance Representation | 7 |
| 2.3 Spokesperson | 7 |
| 2.4 Notice of Representation | 7 |
| 2.5 Reporting | 7 |
| ARTICLE 3 - EMPLOYER'S RIGHTS | 8 |
| 3.1 Management's Reserved Rights | 8 |
| ARTICLE 4 - GRIEVANCE PROCEDURE | 10 |
| 4.1 Definitions | 10 |
| 4.2 Grievance Procedure | 10 |
| 4.3 Grievance Resolution | 10 |
| 4.4 Time Limitations | 11 |
| 4.5 Lost Time | 11 |
| ARTICLE 5 - Special Conferences | 12 |
| 5.1 Special Conferences | 12 |
| ARTICLE 6 - Strike and lockouts | 13 |
| 6.1 No Strike and lockouts | 13 |
| 6.2 Penalty | 13 |
| ARTICLE 7 - LEAVES OF ABSENCE | 14 |
| 7.1 General | 14 |
| 7.2 Personal Leave | 14 |
| 7.3 Family Medical Leave Act | 14 |
| 7.4 Military Leave | 15 |
| 7.5 Jury Duty Leave | 15 |
| ARTICLE 8 - PAID TIME OFF | 16 |
| 8.1 Advance of Paid Time Off | 16 |
| 8.2 Accrued Rate | 16 |
| 8.3 Introductory Period | 16 |
| 8.4 Separation | 16 |
| 8.5 Holidays | 17 |
| 8.6 Leave of Absence | 17 |
| 8.7 Accumulation of Paid Time Off (PTO) Hours | 17 |
| 8.8 Paid Time Off Schedules | 17 |
| 8.9 Regular Part Time Employees | 17 |
| 8.10 Seniority Preference for PTO Requests | 17 |
| 8.11 Bereavement Leave | 18 |

| SUBJECT | | PAGE |
|------------------------------|---------------------------------|------|
| ARTICLE 9 - CLOSURE DAYS | | 19 |
| 9.1 | Closure Days | 19 |
| ARTICLE 10 - HOLIDAYS | | 20 |
| 10.1 | Recognized Holidays | 20 |
| 10.2 | Eligibility | 20 |
| 10.3 | Holiday Pay | 20 |
| ARTICLE 11 - LONGEVITY | | 21 |
| 11.1 | Longevity Benefit | 21 |
| 11.2 | Longevity Eligibility | 21 |
| ARTICLE 12 - PENSION | | 22 |
| 12.1 | Pension Plans | 22 |
| 12.2 | Defined Benefit Plan | 22 |
| 12.3 | Defined Contribution Plan | 22 |
| 12.4 | MERS Age 55 and Age 50 Waivers | 23 |
| 12.5 | MERS B-4 Benefit | 23 |
| ARTICLE 13 - INSURANCE | | 24 |
| 13.1 | Medical Insurance | 24 |
| 13.2 | Wellness Benefit | 24 |
| 13.3 | Incentive to Opt Out | 24 |
| 13.4 | General Provisions | 25 |
| 13.5 | Health Care Cost Containment | 26 |
| 13.6 | Insurance Carrier | 26 |
| 13.7 | Insurance Premiums | 26 |
| 13.8 | Life Insurance | 26 |
| 13.9 | Disability Insurance | 27 |
| ARTICLE 14 - GENERAL | | 28 |
| 14.1 | Rules of Conduct and Work Rules | 28 |
| 14.2 | Severability | 28 |
| 14.3 | Mileage | 28 |
| 14.4 | Waiver | 28 |
| 14.5 | Written Amendment | 28 |
| 14.6 | Captions and Gender | 28 |
| 14.7 | No Discrimination | 29 |
| 14.8 | A.D.A. Waiver | 29 |
| 14.9 | Drug and Alcohol Testing | 29 |
| 14.10 | F.M.L.A. | 29 |
| 14.11 | Past Practices | 29 |
| 14.12 | Agreement Subject to Laws | 29 |
| ARTICLE 15 - HOURS AND WAGES | | 30 |
| 15.1 | Classification and Wages | 30 |
| 15.2 | Work Day and Work Week | 30 |
| 15.3 | Weekly Duty Prosecutor | 30 |
| 15.4 | Work Schedules | 31 |

| SUBJECT | | PAGE |
|------------------------------------|-----------------------------------|------|
| 15.5 | Leaving the Premises | 31 |
| 15.6 | Medical Examinations | 31 |
| 15.7 | Medical Opinions | 31 |
| 15.8 | Promotions | 31 |
| 15.9 | Professional Memberships and Dues | 31 |
| 15.10 | Anniversary Dates | 31 |
| ARTICLE 16 - DURATION OF AGREEMENT | | 32 |
| 16.1 | Term of Agreement | 32 |
| APPENDIX A - WAGES | | 33 |
| APPENDIX B - HOLIDAYS | | 36 |

AGREEMENT

This AGREEMENT, effective January 1, 2008, and entered into as of the 12th day of February 2009, by and between the PROSECUTING ATTORNEY and ALLEGAN COUNTY (collectively the "Employer") and the ASSISTANT PROSECUTING ATTORNEY EMPLOYEES' ASSOCIATION ("Bargaining Unit" or "ACAP").

PREAMBLE

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

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

Article 1
RECOGNITION

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

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

Article 2
ACAP REPRESENTATION

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

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

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

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

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

Article 3
EMPLOYER'S RIGHTS

Section 3.1. Management's Reserved Rights.

1. ACAP hereby recognizes and agrees that the County of Allegan, acting through its elected Board of Commissioners, is charged with certain powers, rights, authority and duties which are conferred upon the County by law and cannot be delegated. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County of Allegan in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment, machines, and facilities required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; and in all respects to carry out the ordinary and customary functions of County government. ACAP acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement, all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer and shall not be subject to arbitration.
2. The Prosecuting Attorney is the one elected official in the State of Michigan identified in law as the "chief law enforcement official of the County." The Prosecuting Attorney is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him or any member of his professional staff. This Agreement, based on the discretionary nature of the Employees' positions, recognizes the high levels of trust and confidence that are necessary to maintain a sound working relationship between the Prosecuting Attorney and the Employees covered under this Agreement.
3. The Prosecuting Attorney, on his own behalf and on the behalf of the people of the County, herein retains and reserves unto himself and his office, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Prosecuting Attorney's office. The exercise of these powers, rights, authority, duties, and responsibilities by the Prosecuting Attorney and the adoption of such rules, regulations, and policies as the Prosecuting Attorney may deem necessary, may be limited only by the specific and expressed terms of this Agreement.
4. The Prosecuting Attorney retains all rights provided by law, which include but are not limited to those listed here:
 - a. To manage and operate the office of the Prosecuting Attorney and its

business and to maintain order and efficiency in its operation.

- b. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
 - c. To promote, demote, discipline, or suspend employees covered by this Agreement.
 - d. To install, modify, or change methods of operations, work schedules, and work assignments.
 - e. To approve time off and vacation, and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
5. In the event any discipline is imposed against any employee because of an infraction of Employer work rules, neither ACAP nor the employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.
6. Should any employee be disciplined for causes not covered by the aforesaid work rules, then ACAP and / or employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

Article 4 GRIEVANCE PROCEDURE

Section 4.1. Definitions.

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

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

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

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

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

Section 4.4. Time Limitations. The time limits established in the grievance and arbitration procedure shall be followed by the parties and Employees. If the time procedure is not followed by ACAP or Grievant, the grievance shall be considered settled in accordance with the last disposition rendered. Saturday, Sunday and recognized holidays shall not be counted under the time procedure established herein. The time limits established herein may be extended by mutual agreement of the parties provided it is reduced to writing and the period of extension specified.

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

Article 5
SPECIAL CONFERENCES

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

Article 6
STRIKES AND LOCKOUTS

Section 6.1. No Strike and Lockout. ACAP agrees that, during the life of this Agreement, neither ACAP, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike to include sympathy strikes. The Employer agrees that, during the same period, there shall be no lockouts. Likewise, it is understood and agreed that ACAP or employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 6.2. Penalty. Individual employees or groups of employees who do instigate, aid, condone, or engage in a work stoppage, slowdown, or strike, or any conduct specified in Section 6.1 above may be disciplined or discharged in the sole discretion of the Prosecuting Attorney.

Article 7
LEAVES OF ABSENCE

Section 7.1. General. A leave of absence is a written, authorized absence from work with or without pay. The Employer and ACAP recognize the following types of leave: personal leave, leaves under the Family and Medical Leave Act, military leave, and jury duty leave. The following subsections apply to all leaves:

- (a) In no event shall the duration of any leave exceed twelve (12) months in any twelve (12) month period. All leave requests shall state the exact date the leave begins and the exact date the employee is to return to work.
- (b) If an Employee obtains a leave of absence for a reason other than stated at the time the request is made, the Employee may be terminated from County employment without recourse.
- (c) Failure to return to work on the exact date scheduled may be cause for termination of County employment at the sole discretion of the Prosecuting Attorney.
- (d) Employees shall not accept employment while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on leave may result in termination of County employment.
- (e) Any employee whose leave exceeds twelve (12) months in any twelve (12) month period may be terminated from County employment at the discretion of the Prosecuting Attorney with automatic loss of seniority.

Section 7.2. Personal Leave. The Prosecuting Attorney may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days at a time and without pay. A leave shall be granted, denied, or extended at the exclusive discretion of the Prosecuting Attorney upon written request which includes the reason for such leave. Only bargaining unit employees who have worked continuously for the Prosecuting Attorney for one (1) year or more shall be eligible for personal leave.

- (a) A leave may not commence or end upon the following days:
 - 1. The day before or the day following a holiday.
 - 2. The day before or the day following a vacation.

Section 7.3. Family Medical Leave Act. The County and ACAP agree to all the terms and conditions of the Policy and Procedures for Employees regarding Family and Medical Leave Act (FMLA) of 1993, as amended. A copy of said Policy and Procedures shall be included in the Allegan County Personnel Manual, which will be issued to Employees in the bargaining unit. It is understood that any provisions of this Agreement

which do not comply with the provisions of the FMLA are null and void. Leaves requested due to illness must be accompanied by a physician's certification that the Employee is unable to work and the reason therefore.

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

Section 7.4. Military Leave. An Employee on the seniority list serving in the armed forces of the United States shall be treated by the Employer as required by applicable federal law.

Section 7.5. Jury Duty Leave. An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the Employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the Employee's regular straight time hourly rate and the daily jury fee paid by the court. If the Employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an Employee must give the Prosecuting Attorney prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an Employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an Employee who is subpoenaed as a witness in a case in which the Employee is not a party and which subpoena is received as a result of his or her work for the County. The Employer's obligation to pay an Employee for performance of jury duty under this Section is up to a maximum of thirty (30) days in any calendar year.

Article 8
PAID TIME OFF

Section 8.1. Advance of Paid Time Off (PTO). On January 1 of each year, each full-time Employee will be credited with an advance of eighty (80) hours of paid time off. On January 1 of each year, each regular part-time employee will be credited with an advance of fifty-two (52) hours of paid time off. An Employee who is hired after January 1, of any year, will be credited with a prorated number of PTO hours based on the number of months left in the year. In order to get credit for a month worked, the Employee's hire date must be before the fifteenth (15th) of any month in which PTO hours may be awarded. If an employee terminates his / her employment at any time during the year, the Employee will be charged back for any advanced unearned paid time off at the rate of four (4) hours per month.

Section 8.2. Accrued Rate. In addition to the advance specified in Section 8.1 above, each full-time Employee shall accrue "Paid Time Off" (PTO) hours which may be used for any purpose (sickness, personal business, vacation, etc.) at the following rate:

| | | |
|------------|-----------------------|-----------------------------|
| During the | 1 st year | 1.5385 hours per pay period |
| | 2 nd year | 3.0769 hours per pay period |
| | 3 rd year | 3.3846 hours per pay period |
| | 4 th year | 3.6923 hours per pay period |
| | 5 th year | 4.0000 hours per pay period |
| | 6 th year | 4.3077 hours per pay period |
| | 7 th year | 4.6154 hours per pay period |
| | 8 th year | 4.9231 hours per pay period |
| | 9 th year | 5.2308 hours per pay period |
| | 10 th year | 5.5385 hours per pay period |
| | 11 th year | 5.8462 hours per pay period |
| | 12 th year | 6.1539 hours per pay period |

The preceding will be based on a calendar year in which there shall be twenty-six (26) pay periods.

Section 8.3. Introductory Period. Paid time off shall be permitted during an Employee's first six (6) months of service.

Section 8.4. Separation. Upon separation from County employment, an Employee shall be compensated for one-half (½) of any unused accumulated paid time off, up to a maximum one-half (½) of thirty (30) days or 240 hours plus one-half (½) of the eligible (must use ½ of accumulated hours as per paragraph 8.7 below) hours accumulated during current calendar year. Upon retirement, this dollar amount will count toward the Employee's final average compensation. Terminal paid time off shall not be added to an Employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the Employee's last working

day. Terminal PTO is not authorized.

Section 8.5. Holidays. If a holiday, as defined in Section 10.1 of this agreement, falls within an Employee's PTO period, it shall not be counted as a PTO day unless the Employee was scheduled to work on the holiday.

Section 8.6. Leave of Absence. PTO leave shall not accrue during an Employee's unpaid leave of absence, or beyond the 12-week period of a qualified FMLA leave.

Section 8.7. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to two hundred eighty (280) hours in 2004, and up to three hundred twenty (320) hours beginning January 1, 2005. Annually, Employees must use or lose one-half (½) of each year's earned PTO hours. If, at the end of a calendar / fiscal (26 pay periods) year, an Employee has hours in excess of two hundred eighty (280) hours in 2004, and up to three hundred twenty (320) hours beginning January 1, 2005, of unused PTO time accumulated, the Employee shall be compensated for one-half (½) of these hours no later than February of the succeeding calendar year. When an Employee's continuous length of service reaches a point entitling him / her to the next higher rate of PTO accrued, earning at the new rate will begin on the first day of the next pay period. The PTO cap will be increased to 320 hours in 2006 and each year thereafter.

Section 8.8. Paid Time Off Schedules. The Prosecuting Attorney shall determine the number of Employees who can be excused from the department for PTO purposes at any one time and shall prepare schedules accordingly. It shall be the practice of the Prosecuting Attorney to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. Paid time off may be taken in increments of one-half (1/2) day from the PTO bank with advance approval of the Prosecuting Attorney. PTO used for unanticipated illnesses and other emergencies does not require advance approval by the Prosecuting Attorney. PTO utilization for periods less than one-half (1/2) day also requires approval of the Prosecuting Attorney. PTO may not be used, at any time, for period of less than one (1) hour.

Section 8.9. Permanent Part-Time Employees. Permanent part-time employees working twenty (20) hours or more per week shall earn paid time off proportionate to the hours worked (i.e., 40 hours worked per pay period is one-half (1/2) the paid time off earned).

Section 8.10. Seniority Preference for PTO Requests. If two (2) or more Employees request permission to use their paid time off at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for paid time off prior to April 1 of the year, preference shall be given to the Employees with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for paid time off. In the event an Employee cancels his paid time off, among those who wish to reschedule their paid time off preference shall be given to the Employees with the greater amount of seniority.

Section 8.11. Bereavement Leave

- (a) When the death of a member's immediate family, defined as current spouse, child, brother, sister, parent(s), step-parent(s), step-child, grandparent(s), grandchild(ren), parent(s) in-law, daughter/son in-law, sister/brother in-law, the Employee, on request, will be excused for up to three (3) scheduled working days, provided the employee attends the funeral(s) / service. If an Employee requests the use of PTO time to lengthen bereavement leave, the Employer shall approve the use of up to three additional days without question. Bereavement leave is not chargeable to PTO unless it extends beyond three working days. If an Employee does not have any PTO time available the Employee may request up to three (3) additional days without pay, which the Employer shall approve without question. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.
- (b) An Employee excused from work under this Section shall, after making notification to the Prosecuting Attorney, receive the amount of wages, exclusive of shift or any other premiums that such employee would have earned by working during straight time hours on such scheduled days of work for which such employee was excused. Time thus paid will not be counted as hours worked for purposes of overtime.
- (c) In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this Section.
- (d) In any single calendar year, no employee shall receive more than twelve (12) total days of bereavement pay as heretofore set forth.

Article 9
CLOSURE DAYS

Section 9.1. Closure Days. When the County buildings are closed due to inclement weather or for Employer declared emergencies related to employee and public safety, Employees will receive their normal pay. When the buildings are open, but inclement weather prevents an employee from reporting, the Employee shall deduct the time from accumulated Paid Time Off.

Article 10 HOLIDAYS

Section 10.1. Recognized Holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day shall be recognized as holidays and the Employer shall not normally schedule work on those days. See Appendix B for a list of holidays.

When a recognized holiday falls on Saturday, a full day off will be granted on Friday. When Christmas Eve or New Year's Eve falls on a Friday a full day off will be granted on Thursday. When Christmas Eve or New Year's Eve falls on Sunday a full day off will be granted on Tuesday. When a recognized holiday falls on Sunday, a full day off will be granted on Monday.

Section 10.2. Eligibility. To be eligible for holiday pay under this Article, an Employee must be a regular, full-time Employee or a regular part-time Employee as of the time the holiday occurs and must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the Employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled vacation or (2) unless excused by the Prosecuting Attorney.

Section 10.3. Holiday Pay. Holiday pay will be paid as follows: Regular Full-time Employees working at least eighty (80) hours per pay period will receive pay for an observed holiday. Regular part-time Employees will receive pay for an observed holiday only if they are normally scheduled to work that day and only for the hours they would have worked. No holiday for which an Employee is paid during which that Employee did not work shall be considered or treated for any purpose under this Agreement as time actually worked by such Employee. Holiday pay is not considered "work" time.

Article 11
LONGEVITY

Section 11.1. Longevity Benefit. An Employee who has the required years of continuous service prior to December 1st of each year shall be entitled to longevity payments in accordance with the following scale:

Employees hired before October 28, 1999, shall receive longevity pay in December of each year according to the following scale:

| | |
|--|-------|
| After completion of 5 through 7 years of service | \$300 |
| After completion of 8 through 11 years of service | \$350 |
| After completion of 12 through 19 years of service | \$400 |
| After completion of 20 or more years of service | \$450 |

Employees hired on or after October 28, 1999, shall receive longevity pay in December of each year according to the following scale:

| | |
|--|-------|
| After completion of 10 through 15 years of service | \$350 |
| After completion of 16 through 20 years of service | \$400 |
| After completion of 21 or more years of service | \$450 |

Section 11.2. Longevity Eligibility. The following rules shall be observed regarding the longevity benefit:

- a. In order for an employee to receive the maximum longevity benefit, the Employee must have worked an annual average of sixty (60) or more hours per pay period. An Employee who works an annual average of forty (40) or more hours but less than sixty (60) hours shall be paid one-half ($\frac{1}{2}$) of the longevity benefit. An Employee who works an annual average of less than forty (40) hours per pay period shall not be entitled to longevity pay.
- b. An Employee terminating County employment in good standing shall receive longevity pay on a prorated basis. An Employee who retires under the County retirement plan prior to December 1 shall receive longevity pay on a prorated basis. An Employee who is off payroll due to a layoff or leave of absence, including an extended period of sick leave, shall receive longevity pay on a prorated basis.
- c. Longevity checks shall be issued annually when other County employees receive longevity payments.

Article 12
PENSION

Section 12.1. Pension Plans. Eligible employees shall be participants in the Municipal Employees Retirement System (MERS) shall receive benefits under the B-2 Defined Benefit Plan or the Defined Contribution Plan.

Section 12.2. Defined Benefit Plan. Beginning on the initial conversion date to the Allegan County Defined Contribution Plan, and every year thereafter, employees who choose to continue their membership in the Defined Benefit Plan shall contribute four percent (4%) of their wages toward the required MERS contribution. An eligible Employee shall be vested following the completion of six (6) years.

Section 12.3. Defined Contribution Plan. Employees hired after the effective date of the plan (January 1, 1999) must be enrolled into the MERS Defined Contribution Plan. The Employer shall contribute a fixed amount of four percent (4.0%) of an eligible employee's gross salaries toward the defined contribution plan. Employees shall be permitted to contribute an additional amount up to the limits set forth in the plan. The Employer shall match, on behalf of each Employee, up to two percent (2%) of earnings for the plan year for each plan year that such Employee has contributed up to two percent (2%) of earnings. Contribution rates will occur in whole percentage amounts only (i.e. 0%, 1% or 2%). Employees will be permitted to make pre-tax contributions up to the maximum amount allowed by law, or the limits of the defined contribution plan administrative agency effective January 1, 2006.

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

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

Effective January 1, 2006, the Defined Contribution Plan shall have 100% vesting after an employee completes one full year of service.

(b) Permissible Loans. Each Employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:

1. One (1) loan per Employee per calendar year.
2. Each loan will require a fifty dollar (\$50) loan application fee, payable to the plan administrator.

3. Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the Employees vested benefits.
4. Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an Employee's individual pension account.
5. Loans will be repaid by payroll deduction during a term not to exceed five (5) years.
6. If an Employee terminates employment for any reason, the balance of principle and interest of any outstanding loan shall be due and payable two (2) weeks following the Employee's termination date.

Section 12.4. MERS Age 55 and Age 50 Waivers. If the Employee(s) who remain in the defined benefit plan desire to obtain the MERS Age 55 Waiver with twenty (20) years of credited service, or the MERS Age 50 waiver with twenty-five (25) years of credited service, the Employer will allow them to do so, as long as ACAP pays the cost of the actuarial study to determine the employee contribution rate and the participating employees pay the required annual contribution to pay for the benefit. It is further understood that the implementation of the benefit requires one hundred percent (100%) employee participation by those employees in ACAP who remain in the defined benefit program. Each member in the defined benefit program will be required to make the annual contribution, beginning on the date of implementation.

Section 12.5. MERS B-4 Benefit. If the Employee(s) who remain in the defined benefit plan desire to obtain the MERS B-4 benefit, the Employer will allow them to do so, as long as ACAP pays the cost of the actuarial study to determine the Employee contribution rate and the participating employees pay the required annual contribution to pay for the benefit. It is further understood that the implementation of the benefit requires one hundred percent (100%) employee participation by those employees in ACAP who remain in the defined benefit program. Each member in the defined benefit program will be required to make the annual contribution, beginning on the date of implementation.

Article 13
INSURANCE

Section 13.1 Medical Insurance. The County of Allegan will provide healthcare coverage under the Allegan County Medical, Dental and Vision Plan for the Employee, spouse and children (one person, two person and family) under the following conditions and with the following benefit options:

PPO Plan - Community Blue PPO Plan 1 (Prescription Co-Pays \$10 / \$15 / \$20)

POS Plan - Blue Choice POS Plan 4 (Prescription Co-Pays \$10 / \$15 / \$20)

New Traditional Plan - Blue Managed Traditional Comprehensive Major Medical Plan - Plan 2 (Prescription Co-Pays \$10 / \$40)

The Benefits-at-a-Glance summary sheets for each of the plans is available on the Intranet..

Employees who are enrolled in the Old Traditional Plan as of the ratification of this agreement will be required to change to one of the three plans listed above effective March 1, 2009.

Effective March 1, 2009, employees who elect the PPO or POS plans will pay 15% of the required premiums and the employer will pay the remaining 85%. Employees who elect the New Traditional Plan will pay 5% of the required premiums and the employer will pay the remaining 95%.

Effective January 1, 2010, employees who elect the PPO or POS plans will pay 18% of the required premiums and the employer will pay the remaining 82%. Employees who elect the New Traditional Plan will pay 5% of the required premiums and the employer will pay the remaining 95%.

Effective January 1, 2011, employees who elect the PPO or POS plans will pay 20% of the required premiums and the employer will pay the remaining 80%. Employees who elect the New Traditional Plan will pay 5% of the required premiums and the employer will pay the remaining 95%.

Section 13.2. Wellness Benefits. The Employer shall offer any additional wellness / prevention benefits, which are offered in the future by the County of Allegan, to Employees in general.

Section 13.3. Incentive to Opt Out. Employees who opt out of the County's Health Insurance Program shall receive an incentive of \$3,000 per year for full time employees (pro-rated for part-time employees). Employees who are employed by the County for periods of less than one (1) year shall have the incentive pro-rated for each month of service. An Employee must work through the fifteenth (15th) of the month to receive a month's incentive credit. The incentive shall be accrued on a calendar year basis and shall be paid no later than February 28 following the end of the calendar year in which

the incentive was earned. Employees who choose to opt out of the Employer's health insurance plan must provide proof of coverage from an alternative source before they are allowed to get out. No employee shall be allowed to opt out of the plan for any period of less than one (1) year except in the case of death of a spouse who provides alternative coverage, divorce, or the loss of insurance coverage from the alternative source because of a job termination. The incentive offered under this section is not available to spouses of County employees when both spouses are County employees.

Section 13.4. General Provisions:

- (a) The Employer shall select or change the insurance carrier or third party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.
- (b) All benefits shall be subject to standard provisions set forth in the policy or policies.
- (c) Benefits for otherwise eligible new Employees will become effective on the first day of the calendar month following the calendar month in which they became employed.
- (d) When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave or absence, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs.
- (e) The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than coverage by the Employer herein.
- (f) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- (g) Under no circumstances shall an employee be entitled to recover more than one hundred percent (100%) of such Employee's loss using in whole or in part insurance policies of the County. It is understood and agreed that this is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.

Section 13.5. Health Care Cost Containment. The County at its option may implement any or all of the following health care cost containment programs

- (a) Pre-admission certification of the necessity of hospitalization (BCBSM Predetermination program or equivalent).
- (b) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- (c) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- (d) When more than one family member is employed by the County, there shall be no duplicate coverage by County health plans.
- (e) In the event of any payment under the County health insurance plan on behalf of any person covered by such County insurance plan, the Employer shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering".
- (f) In a joint continuing effort to control the cost of insurance the Employer and ACAP agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under County health insurance and any other group health insurance policy which a County Employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 13.6. Insurance Carrier. The County reserves the right to select the insurance carrier or to implement self-insurance provided that the benefits remain substantially equivalent.

Section 13.7. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the County. All Employer-paid insurance premiums shall cease at the end of the month when employment is terminated and at the end of the month in which an Employee is placed on lay off or a non-paid leave of absence. Receipt of Worker's Compensation benefits shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the employee.

Section 13.8. Life Insurance. The Employer shall provide a term life insurance policy for each bargaining unit employee in an amount equal to one and one-half (1½) times

each individual's salary to a maximum benefit of \$50,000 with Accidental Death & Dismemberment (AD & D).

Section 13.9. Disability Insurance. The Employer shall provide to eligible Employees a disability income insurance policy which shall provide at the first day of a non-duty related injury or the eighth day of non-duty illness, an income equal to sixty-six and two-thirds (66-2/3%) of the employee's regular straight time earnings for a maximum of fifty-two (52) weeks (maximum weekly benefit of \$1,000).

Article 14
GENERAL

Section 14.1. Rules of Conduct and Work Rules. It is understood and agreed that each Employee shall be required to abide by such rules of conduct and work rules as may be adopted by the Prosecuting Attorney. Employees shall be notified prior to the implementation of any new rule. For informational purposes only, the Employer shall notify ACAP in writing prior to the implementation of any new rule.

Section 14.2. Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and ACAP shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 14.3. Mileage. The Employer shall reimburse employees who use their personal automobiles, at the instruction of the Employer, for County business in accordance with the County Personnel Policy.

Section 14.4. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and ACAP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 14.5. Written Amendment. No agreement or understanding contrary to this collective bargaining agreement, nor an alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

Section 14.6. Captions and Gender. The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa.

Section 14.7. No Discrimination. There shall be no discrimination under any circumstances because of height, weight, sexual preference, race, creed, color, sex, age, disability, religion, political beliefs, ACAP activity, marital status, or national origin.

Section 14.8. A.D.A. Waiver. Neither the Employer nor ACAP shall be held liable for any deprivation of rights suffered by an employee resulting from the Employer's or ACAP's compliance, including reasonable accommodations, with the Federal A.D.A.

Section 14.9. Drug and Alcohol Testing. Incorporated herein and made a part of this Agreement are the provisions of the County's Personnel Policies related to Drug and Alcohol Testing.

Section 14.10. F.M.L.A. The Employer reserves the right to require an employee to utilize accumulated paid leave when eligible, when an employee requests a leave of absence under the federal Family and Medical Leave Act (F.M.L.A.). The Employee is authorized to maintain a bank of 26 hours of paid time off while in FMLA status.

Section 14.11. Past Practices. There are no understandings or agreements or past practices, which are binding on either the Employer or ACAP other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or ACAP until it has been put in writing and signed by both the Employer and ACAP as either an amendment to this Agreement or a letter of understanding by both parties.

Section 14.12. Agreement Subject to Laws. The parties recognize that this Agreement is subject to the constitution and laws of the United States of American and the State of Michigan.

Article 15
HOURS AND WAGES

Section 15.1. Classifications and Wages. Compensation of all salaried employees shall be in accordance with the wage table attached as Appendix A and by reference made a part hereof.

Appendix A reflects negotiated wage increases over the 2007 wage scale effective the first pay period on or after the date indicated below as follows:

| | |
|-----------------|-------------------------------------|
| January 1, 2008 | Two percent (2%) - effective 1/7/08 |
| January 1, 2009 | Two percent (2%) - effective 1/5/09 |
| January 1, 2010 | Two percent (2%) - effective 1/4/10 |
| January 1, 2011 | Two percent (2%) - effective 1/3/11 |

Retroactive pay shall be paid only to those Employees on the Employer's payroll on the date of ratification by both parties and will be paid no later than March 15, 2009.

Employees hired after the date of contract ratification, February 12, 2009, will be placed on a nine-step wage scale with 5.72% between the steps.

Section 15.2. Work Day and Work-Week. The normal workday shall consist of eight (8) hours per day. The normal work-week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage.

Section 15.3. Weekly Duty Prosecutor. Assistant Prosecutors covered by this agreement shall be available to police agencies for telephone inquiry, search and arrest warrant preparation, weekend arraignments and on site crime scene assistance after traditional office hours, on weekends, and holidays. The Prosecuting Attorney will prepare a duty roster annually which will detail one Assistant Prosecutor for each week. A copy of the duty roster will be published and provided to each Assistant Prosecutor. If the detailed Assistant Prosecutor wishes or needs to make changes or substitutions to the duty roster, the change / substitution must be approved by the Prosecuting Attorney or his / her designated representative at least fifteen (15) days prior to the assigned week. The Assistant Prosecutor assigned to weekly duty is free to use his / her time as he / she pleases however the individual must be available to respond to a page via the County's pager system.

If the Assistant Prosecutor is at home he / she must respond to a telephone inquiry or personal visit. In consideration for the duty performed, the Assistant Prosecutor who performs the duty will receive one (1) full day off per weekly duty, which must be used within the next forty-five (45) day period with approval from the Prosecuting Attorney. This time off will not be credited against PTO nor will there be restrictions imposed upon when the day may be taken, other than what is stated above. Unused duty time off shall

have no cash value upon termination of employment and may not be banked. Weekly duty days can only be used in half-day or full-day increments.

An additional four (4) hours of duty time off shall be awarded for moderating the victim Impact Panel, with the restriction that it must be used within forty-five (45) days. Additional duty time off may be awarded by the Prosecuting Attorney in the event special after-hours duties arise, including, but not limited to police officer training. Should a weekly duty prosecutor be required to work on a recognized holiday for court duty that is not emergency in nature (for example, a scheduled hearing), the Prosecuting Attorney will consider granting additional time off to be used as specified in this section of the agreement.

Section 15.4. Work Schedules. The Prosecuting Attorney shall establish work schedules for each member of the bargaining unit. However, as professional exempt employees, ACAP recognizes that the employee's work is related more to responsibilities than hourly schedules and therefore each employee's work schedule may be flexible and varied with relevance to the responsibilities assigned.

Section 15.5. Leaving the Premises. Employees who must leave the premises at any time for any reason shall inform the Prosecuting Attorney or designee of the reason for leaving, destination, and estimated return time.

Section 15.6. Medical Examinations. The Employer reserves the right to have any employee absent due to claimed job related injury or illness examined by the medical doctor (M.D.) or doctor of osteopathy (D.O.) of the Employer's choice, at the Employer's expense.

Section 15.7. Medical Opinions. All conflicts of medical opinion shall be resolved using the grievance procedure.

Section 15.8. Promotions. As professional employees within the Prosecuting Attorney's Office, all members of the bargaining unit shall be considered for advancement to open positions of higher pay and greater responsibility, but such advancement shall be at the sole and absolute discretion of the Prosecuting Attorney and with the positions and funding on approval by the County Board of Commissioners.

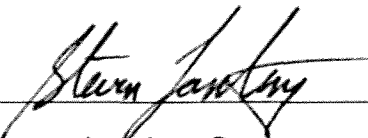
Section 15.9. Professional Memberships and Dues. The Employer shall pay dues to the Michigan State Bar, Allegan County Bar, the Prosecuting Attorneys Association of Michigan, and the National Association of District Attorneys for each full-time and regular part-time employee.

Section 15.10. Anniversary Dates. Employees starting between January 1 and June 30th shall advance to the next step effective the first day of the payroll after the succeeding January 1 and the employee's anniversary date shall thereafter be January 1. Employees starting between July 1 and December 31 shall advance to the next step effective the first day of the payroll after the succeeding July 1 and the employee's anniversary date shall thereafter be July 1.

Article 16
DURATION OF AGREEMENT

Section 16.1. Term of Agreement. This Agreement shall become effective as of January 1, 2008, and shall remain in full force and effect through the 31st day of December 2011 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement.


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



Steven Lahting, Spokesperson
ALLEGAN COUNTY ASSISTANT PROSECUTORS (ACAP)

8/13/2010

Date



Frederick Anderson
ALLEGAN COUNTY PROSECUTING ATTORNEY

8/16/2010

Date



Larry "Casey" Jones
CHAIRMAN, ALLEGAN COUNTY BOARD OF COMMISSIONERS

8-19-2010

Date

Appendix A
Wages

2008: Wage tables reflect a 2% increase - effective 1/7/08.

2009: Wage tables reflect a 2% increase - effective 1/5/09.

2010: Wage tables reflect a 2% increase - effective 1/4/10

2011 Wage tables reflect a 2% increase - effective 1/2/11

| GRADE A01 - Full Time Employees | | | |
|---------------------------------|--------------|--|--|
| 2008 Pay Grade and Step | | | |
| | 2% over 2007 | | |
| Step A | 46,064.90 | | |
| Step B | 48,666.79 | | |
| Step C | 53,803.11 | | |
| Step D | 59,051.48 | | |
| Step E | 64,120.37 | | |
| Step F | 71,880.35 | | |

| 2009 Pay Grade and Step | | 2009 Pay Grade and Step For employees hired after 2.12.09 | |
|-------------------------|--------------|--|-----------|
| | 2% over 2008 | | |
| Step A | 46,986.20 | Step A | 46,986.20 |
| Step B | 49,640.13 | Step B | 49,673.81 |
| Step C | 54,879.17 | Step C | 52,515.15 |
| Step D | 60,232.51 | Step D | 55,519.02 |
| Step E | 65,402.78 | Step E | 58,694.71 |
| Step F | 73,317.96 | Step F | 62,052.04 |
| | | Step G | 65,601.42 |
| | | Step H | 69,353.82 |
| | | Step I | 73,317.96 |

| 2010 Pay Grade and Step | | 2010 Pay Grade and Step For employees hired after 2.12.09 | |
|-------------------------|--------------|--|--------------|
| | 2% over 2009 | | 2% over 2009 |
| Step A | 47,925.92 | Step A | 47,925.93 |
| Step B | 50,632.93 | Step B | 50,667.29 |
| Step C | 55,976.75 | Step C | 53,565.46 |
| Step D | 61,437.16 | Step D | 56,629.40 |
| Step E | 66,710.84 | Step E | 59,868.60 |
| Step F | 74,784.32 | Step F | 63,293.08 |
| | | Step G | 66,913.45 |
| | | Step H | 70,740.90 |
| | | Step I | 74,784.31 |

| 2011 Pay Grade and Step | | 2011 Pay Grade and Step For employees hired after 2.12.09 | |
|-------------------------|-----------|--|-----------|
| 2% | over 2010 | 2% | over 2010 |
| Step A | 48,884.44 | Step A | 48,884.44 |
| Step B | 51,645.59 | Step B | 51,680.63 |
| Step C | 57,096.29 | Step C | 54,636.77 |
| Step D | 62,665.90 | Step D | 57,761.99 |
| Step E | 68,045.06 | Step E | 61,065.98 |
| Step F | 76,280.01 | Step F | 64,558.94 |
| | | Step G | 68,251.72 |
| | | Step H | 72,155.72 |
| | | Step I | 76,280.00 |

GRADE AP01 - Part Time Employees

| 2008 Pay Grade and Step | | | |
|-------------------------|-----------|--|--|
| 2% | over 2007 | | |
| Step A | 23,032.45 | | |
| Step B | 24,333.40 | | |
| Step C | 26,901.56 | | |
| Step D | 29,525.75 | | |
| Step E | 32,060.19 | | |
| Step F | 35,940.17 | | |

| 2009 Pay Grade and Step | | 2009 Pay Grade and Step For employees hired after 2.12.09 | |
|-------------------------|-----------|--|-----------|
| 2% | over 2008 | | |
| Step A | 23,493.10 | Step A | 23,493.10 |
| Step B | 24,820.07 | Step B | 24,836.91 |
| Step C | 27,439.59 | Step C | 26,257.58 |
| Step D | 30,116.27 | Step D | 27,759.51 |
| Step E | 32,701.39 | Step E | 29,347.35 |
| Step F | 36,658.97 | Step F | 31,026.02 |
| | | Step G | 32,800.71 |
| | | Step H | 34,676.91 |
| | | Step I | 36,658.98 |

| 2010 Pay Grade and Step | | | 2010 Pay Grade and Step For employees hired after 2.12.09 | | |
|-------------------------|----|-----------|--|----|-----------|
| | 2% | over 2009 | | 2% | over 2009 |
| Step A | | 23,962.96 | Step A | | 23,962.95 |
| Step B | | 25,316.47 | Step B | | 25,333.64 |
| Step C | | 27,988.38 | Step C | | 26,782.73 |
| Step D | | 30,718.60 | Step D | | 28,314.70 |
| Step E | | 33,355.42 | Step E | | 29,934.30 |
| Step F | | 37,392.15 | Step F | | 31,646.54 |
| | | | Step G | | 33,456.73 |
| | | | Step H | | 35,370.45 |
| | | | Step I | | 37,392.16 |

| 2011 Pay Grade and Step | | | 2011 Pay Grade and Step For employees hired after 2.12.09 | | |
|-------------------------|----|-----------|--|----|-----------|
| | 2% | over 2010 | | 2% | over 2010 |
| Step A | | 24,442.22 | Step A | | 24,442.21 |
| Step B | | 25,822.80 | Step B | | 25,840.32 |
| Step C | | 28,548.15 | Step C | | 27,318.38 |
| Step D | | 31,332.97 | Step D | | 28,880.99 |
| Step E | | 34,022.53 | Step E | | 30,532.99 |
| Step F | | 38,139.99 | Step F | | 32,279.47 |
| | | | Step G | | 34,125.86 |
| | | | Step H | | 36,077.86 |
| | | | Step I | | 38,140.00 |

Appendix B
Holidays

Tuesday, January 1
Monday, January 21
Monday, February 18
Monday, May 26
Friday, July 4
Monday, September 1
Monday, October 13
Tuesday, November 3
Tuesday, November 11
Thursday, November 27
Friday, November 28
Wednesday, December 24
Thursday, December 25
Wednesday, December 31

2008

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve Day

Thursday, January 1
Monday, January 19
Monday, February 16
Monday, May 25
Friday, July 3
Monday, September 7
Monday, October 12
Wednesday, November 11
Thursday, November 26
Friday, November 27
Thursday, December 24
Friday, December 25
Thursday, December 31

2009

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve Day

Friday, January 1
Monday, January 18
Monday, February 15
Monday, May 31
Monday, July 5
Monday, September 6
Monday, October 11
Tuesday, November 2
Thursday, November 11
Thursday, November 25
Friday, November 26
Thursday, December 23
Friday, December 24
Thursday, December 30

2010

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve Day

Friday, December 31
Monday, January 17
Monday, February 21
Monday, May 30
Friday, July 4
Monday, September 5
Monday, October 10
Friday, November 11
Thursday, November 24
Friday, November 25
Friday, December 23
Monday, December 26
Friday, December 30

2011

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve Day

