

Memorandum of Understanding

By and Between

The Court Employees Association

And

26<sup>th</sup> Judicial District Court, Div 2

July 1, 2011—June 30, 2012

1. The Court Employees Association and the 26<sup>th</sup> Judicial District Court, Div 2 mutually agree to modify the agreement signed June 29, 2011 to modify the employee's contribution for health care. This does not modify any other provision of the agreement.
2. Health Benefits: Employees agree to contribute 10 % of the premium for health insurance starting July 1, 2011.

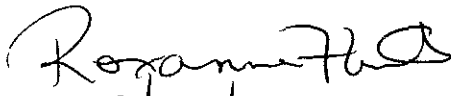
Effective January 1, 2012 to contribute 12% of the premium.

Effective February 1, 2012 to contribute 14 % of the premium.

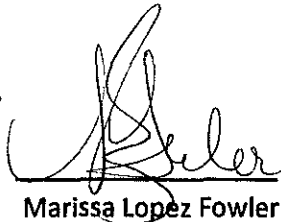
Effective March 1, 2012 to contribute 16 % of the premium.

Effective April 1, 2012 to contribute 18 % of the premium.

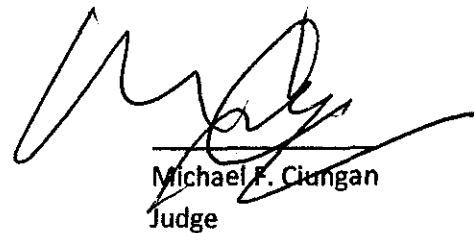
Effective May 1, 2012 to contribute 20 % of the premium.

  
10/25/11

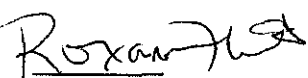
Roxanne Flint  
Clerk

  
10/25/11

Marissa Lopez Fowler  
Clerk

  
10/28/11

Michael F. Ciungan  
Judge

Date:   
10/25/11

10/25/11

10/28/11



**AGREEMENT**

**COURT EMPLOYEES ASSOCIATIONS**

**AND**

**26<sup>th</sup> JUDICIAL DISTRICT COURT, DIV 2.**

**JULY 1, 2011 – JUNE 30 2012**

**26<sup>TH</sup> JUDICIAL DISTRICT COURT, DIVISION 2  
3869 W. JEFFERSON  
ECORSE, MI 48229**

June 29, 2011

From: Court Employees Association (C.E.A.)

To: Honorable Judge Michael F. Ciungan

RE: C.B.A. Agreement

We the undersigned members of the Court Employees Association (CEA) agree to the following:

1. A one (1) year Collective Bargaining Agreement (CBA) for the period of July 1, 2011 – June 30, 2012
2. Health Benefits: Employees to contribute 10%.
3. Pension: Employees to contribute 4% with multiplier to remain at 2.35. See Amended Article XIV.
4. All other provisions of the C.B.A. expiring 06/30/11 shall remain in effect. *AND ARE INCORPORATED BY REFERENCE* *in*

Respectfully,  
Court Employees Association

*Lenora Peterson - Denard*  
*w/ permission*  
Lenora Peterson Denard  
Court Administrator

*Roxanne Flint*  
Roxanne Flint  
Court Clerk

*Lou Ann Szczekowski*  
Lou Ann Szczekowski  
Deputy Court Administrator

*Marissa Lopez Fowler*  
Marissa Lopez Fowler  
Court Clerk

*Michael F. Ciungan*  
JUDGE MICHAEL CIUNGAN

## **ARTICLE XIV – PENSION PROGRAMS**

**All current and former Ecorse District Court employees of the 26<sup>th</sup> Judicial District Court, Division 2, will continue to be covered by the Municipal Employees Retirement System (MERS), at the multiplier of 2.35.**

**AGREEMENT**  
**COURT EMPLOYEES ASSOCIATIONS**  
**AND**  
**26<sup>TH</sup> JUDICIAL DISTRICT COURT, DIV 2.**  
**JULY 1, 2005 – JUNE 30, 2009**

**26<sup>TH</sup> JUDICIAL DISTRICT COURT, DIVISION 2**  
**3869 W. JEFFERSON AVE**  
**ECORSE, MI 48229**

**AGREEMENT BETWEEN  
COURT EMPLOYEES ASSOCIATION  
AND THE  
26<sup>TH</sup> JUDICIAL DISTRICT COURT, DIVISION 2**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this day, by and between the 26<sup>th</sup> District Court, Division 2, of the State of Michigan (hereinafter referred as the EMPLOYER) and the Court Employees Association (referred to as the UNION)

### **ARTICLE I – PURPOSE**

It is the intent and purpose of the parties hereto that this agreement shall set forth herein the basic agreements covering rates of pay, hours of work and all other terms and conditions of employment to be observed between the parties hereto.

### **ARTICLE II – RECOGNITION**

The EMPLOYER, under the provisions of all Federal and State of Michigan law pertinent hereto, hereby recognize the UNION as the exclusive representatives for the purpose of collective bargaining unit to wit; All Court employees of the 26<sup>th</sup> Judicial District Court, Division 2.

### **ARTICLE III – UNION SECURITY**

#### **A. MAINTENANCE OF MEMBERSHIP**

All employees in the bargaining unit at the time of the signing of the Agreement, shall be required to continue membership in the Union during this Agreement as a condition of continuing employment.



## B. New employees

New employees hired after the date of June 30, 2005 shall be paid the amount of ten dollars and fifty cents (\$10.50) per hour. Any additional wage shall be given as is to other employees at the time of a wage re-opener. Any employee hired after June 30, 2005 shall work one (1) complete year before given a vacation with pay anything herein notwithstanding.

## ARTICLE IV – GRIEVANCE PROCEDURE

1. The UNION shall be entitled to one (1) Steward for each ten (10) employees and an alternate Steward or alternates to take the Steward's place in case of absence or disability.
2. Any employee who feels aggrieved relative to any provision of this Agreement or any part of his working conditions may present a grievance to the EMPLOYER.
3. Where an employee has a grievance, the employee may present the grievance to his or her Steward, who, in turn, together with the employee, will take it up with the immediate supervisor of the employee. If, however, the employee does not wish to present the grievance to the Steward, the employee may take it up directly with his or her immediate supervisor. The UNION Steward shall be given an opportunity to be present at any conference relative to the grievance. The employee, the Steward and the supervisor shall make every effort to settle the grievance at this first step. Settlement, however, must be within the confines and terms and conditions of this Agreement.
4. If the grievance is not settled at the first step with the employee's supervisor, it shall then be reduced to writing and presented to both the Court Clerk and Court Administration to the employee and the UNION Steward. Settlement of the grievance at this stage must be within the confines and terms and conditions of this Agreement.

A grievance must be presented under this step within five (5) days of date of the occurrence, or is waived. The EMPLOYER has five (5) days to answer the grievance in writing.

5. If the grievance is not settled at the second stage or step, then the grievance shall be presented to the Judges, or their representatives. At this proceeding, a conference shall be held with the employee, the UNION Steward, the Judge or his representative, and either the Court Clerk or Court Clerk Administrator. The UNION may have a member of the UNION, who is not an employee of the EMPLOYER, present at this conference.

6. If the grievance is not settled at this stage between the Judge and the UNION, then it may be submitted to arbitration by either party. Arbitration shall be held in accordance with the rules and regulations of the American Arbitration Association. Costs of Arbitration shall be borne equally by the EMPLOYER and the UNION. The Arbitration decision shall be final and binding on all parties.

### **ARTICLE V – SENIORITY**

1. All new employees shall be on a probationary period and subject to transfer or discharge at the discretion of the EMPLOYER, until he/she shall have worked continuously for the EMPLOYER for one (1) full year.

2. After one (1) full year of full time employment, the employee shall have seniority from the date of his original employment.

3. Seniority shall be on classification basis according to classification schedule attached and certification date of UNION.

4. An employee shall lose seniority under the following circumstances:

(a) If they resign or terminate their service with EMPLOYER voluntarily.

(b) If they are discharged for just cause.

(c) If they fail to return to work ten (10) working days after being recalled from a layoff, as set forth in the recall procedure.

## ARTICLE VI – COURT OPERATION

1. The EMPLOYER shall have and possess the exclusive rights to manage it's affairs and operations; and to direct the employees in the operation of the Court and in all functions and operations of the same, unless otherwise governed by the terms and conditions of this Agreement.
2. The operation of the Court shall always be subject to the dictates of the Supreme Court of the State of Michigan and the State Court Administrator's Office and the terms and conditions of this Agreement.

## ARTICLE VII – WORKING HOURS AND CONDITIONS

### WORKING HOURS:

1. All work performed over eight (8) hours of work in one (1) day shall be compensated at the rate of time and one-half of the regular hourly rate. Overtime will commence after working at least fifteen (15) minutes past the hour of the normally scheduled work day ends. A weekly overtime premium rate of time and one-half will be paid for work on the sixth (6<sup>th</sup>) day. A weekly overtime premium rate of double time and one-half will be paid for work on the seventh (7<sup>th</sup>) day.
2. Any employee called in for work shall be guaranteed a minimum of four (4) hours pay at the prevailing rate.
3. Overtime shall be at the EMPLOYER'S direction.

### BUILDING/ENVIRONMENTAL CONDITIONS:

1. No employee shall be made to work if the following conditions occur:
  - (a.) Fire
  - (b.) Ventilation malfunction (air/heat)

The employee will not be made to use any accrued time if any condition occurs where there is a threat to their health and/or physical well-being. The employee will be paid in full if any time on the job is interrupted. The employee will not be made to return to work if conditions remain hazardous. The Court shall refer to Supreme Court Order 1998-5.

## ARTICLE VIII – VACATION AND VACATION PAY

1. Paid vacation shall be accorded on the basis of the following schedule:

|  |                 |
|--|-----------------|
| 1 <sup>st</sup> – 5 <sup>th</sup> year of employment   | two (2) weeks   |
| 6 <sup>th</sup> – 10 <sup>th</sup> year of employment  | three (3) weeks |
| 11 <sup>th</sup> – 15 <sup>th</sup> year of employment | four (4) weeks  |
| 16 <sup>th</sup> – 20 <sup>th</sup> year of employment | five (5) weeks  |
| 21 <sup>st</sup> – 25 <sup>th</sup> year of employment | six (6) weeks   |
| 26 <sup>th</sup> – 29 <sup>th</sup> year of employment | seven (7) weeks |
| 30 years of employment and over                        | eight (8) weeks |

On July 1<sup>st</sup> of each year all employees shall be credited their vacation based upon the number of years seniority they would be entitled to during the coming fiscal year.

2. An employee in the bargaining unit may elect to take part or all of their vacation and elect to be paid at their regular rate of pay for the balance of their vacation.

3. If an employee is terminated, the employee shall be paid any accrued vacation which he may have to his/her credit.

4. Employees may accumulate their vacation but may not take more than two (2) weeks at any one time without the express permission of the EMPLOYER.

## ARTICLE IX – HOLIDAYS

All employees in the bargaining unit will receive pay for all holidays which are established by the Court Administrator's Office. In other words, on any day which the State Court Administrator determines that the Courts are to be closed, the employees of the bargaining unit will receive holiday pay for such dates. The employees shall also receive all day Good Friday and the day after Thanksgiving as paid holidays, and all day Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day as paid holidays and all general State and general City election days.

Whenever a holiday falls on Saturday, the preceding Friday shall be a holiday. Whenever a holiday falls on Sunday, the following Monday shall be a holiday.

## PAID HOLIDAYS

New Year's Day  
Martin Luther King Jr.'s birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
All General – Elections Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Employee's Birthday  
Christmas Eve  
Christmas Day  
New Year's Eve/Day

## ARTICLE X – LEAVES OF ABSENCE

1. The EMPLOYER may grant a leave of absence without pay and without loss of seniority to an employee for a maximum of ninety (90) days. Any such leave must be approved by the Presiding Judge.
2. A medical leave of absence may be granted by the EMPLOYER for physical or mental disability of the employee for a period not to exceed six (6) months. The employee is required to show good and sufficient need for such leave. The medical leave must be approved by the Presiding Judge.
3. Any Court employee shall, upon written request, be granted a medical disability leave the purpose of child bearing. It shall be granted for the period of the time needed to cover temporary medical disability. The leave begins when the Court Employee and her doctor determine that she is not physically able to continue her duties. Leave granted for the purpose of child bearing and other pregnancy related disabilities, shall include the accrual of seniority, insurance benefits and other benefits and other temporary medical disabilities. A medical disability leave for the purpose of child bearing shall not extend beyond six (6) weeks after birth of the child. The Court employee shall resume her position as soon as she and her doctor agrees that she is physically qualified to do so.

## ARTICLE XI – SICK LEAVE

1. All employees shall be entitled to six (6) sick days per year. Employees shall also be entitled to six (6) personal business days each year.
2. Upon termination from service, employees shall be paid one hundred percent (100%) compensation. Upon termination from service due to death of the employee, his/her name beneficiary or his/her estate shall be paid the employee's sick leave credits at the rate of one hundred percent (100%). In addition to the death benefit of twenty five thousand dollars (\$25,000.00).
3. If and employee becomes sick or injured during a vacation period, the employee shall be allowed to utilize his accumulated sick leave instead of vacation time, at his option and with proof of illness.
4. A record shall be kept of each employee's accumulated sick leave and a copy of this shall be forthcoming to each and every employee upon request.

## ARTICLE XII- PERSONAL BUSINESS AND BEREAVEMENT

1. PERSONAL BUSINESS DAYS: Each employee shall be granted six (6) personal business days, with pay, each. These days may be used as twelve (12) half days, but no less than one-half (1/2) at a time. Further, each employee shall give notice in advance when said employee intends to take such personal leave time and such taking of the requested time shall be subject to the approval of the EMPLOYER.

2. BEREAVEMENT LEAVE: Each employee shall be granted up to three (3) days off, with pay without loss of vacation, personal, or, sick time, at their regular rate of pay, if among the members of his immediate family; and if said deceased person (of immediate family) physically resided with the employee an additional two (2) extra days, with pay, shall be granted by the Presiding Judge of the Court without loss of sick, vacation, or personal time under meritorious circumstances.

(a.) "Immediate family" is defined as spouse, child, and parents, of employee or spouse, brother or sister of employee or spouse, grandchildren and grandparents.

(b.) An employee may be allowed to use additional accelerated personal vacation or sick time for bereavement purpose.

NOTE: Requests for personal business leave shall not be unreasonably withheld by the EMPLOYER and such event shall be proper subject within grievance procedure. The same shall apply for bereavement leave.

## **ARTICLE XIII – INSURANCE**

1. The EMPLOYER will provide and continue to provide, at the EMPLOYER'S expense, all such insurance, provided to the general employees of the 26<sup>th</sup> District Court Div.2.
2. New employees shall receive the same benefits as those provided to the general employees of the 26<sup>th</sup> District Court Div. 2. .
3. The insurance benefits will continue in exactly the same manner as provided to the 26<sup>th</sup> District Court Div.2, which includes whatever is in effect relative to hospitalization insurance, dental and optical, and life insurance and disability insurance.

The city will provide all bargaining unit members with long term disability insurance, which shall be fully paid for by the City. Employees who meet the disability requirements of the insurance company will receive 60% of their average gross earnings beginning after 26 weeks of disability or illness, until age 65. At age 65 the long term disability benefits will terminate.

## **ARTICLE XIV – PENSION PROGRAMS**

All current and former Ecorse District Court employees and all new employees of the 26<sup>th</sup> Judicial District Court, Division 2, will be covered by the Municipal Employees' Retirement System regarding general employees, as amended from time to time, and shall be governed completely by the terms and conditions of such Pension Program, as maybe amended from time to time by the City of Ecorse, and the Union representing said employees. The EMPLOYER will pay to the MERS such funds as are required hereunder. The EMPLOYER will pay full pension.

**ARTICLE XV – CLASSIFICATIONS, TRANSFERS, PROMOTIONS,  
VACANCIES, ETC.**

1. It is expected that during the term of this Agreement classification changes may be made or there may be grades of Court Clerks established. Parties agree to classification schedule as set in Appendix "A".
2. If new classifications are established or if grades of Deputy Court Clerks are established, it is agreed by the EMPLOYER that he will meet and discuss such classifications or grades or existing classifications with the UNION. Whatever agreement is reached relative to this will be reduced to writing and becomes an Amendment to this Agreement, particularly as to this article.

**ARTICLE XVI – LAYOFF AND RECALL**

1. If it is necessary to layoff an employee, such employee shall be laid off so far as is possible under seniority, within classification. That is, the employee with the lower seniority shall be laid off first, and in succession thereafter.
3. No regular employee shall be laid off while there are part-time, probationary, or provisional employees serving in the same capacity, nor shall any probationary employee be laid off while there are limited term, part-time, or provisional employees serving in positions in the same capacity.
4. An employee shall be given at least thirty (30) days notice of layoff and a copy of the layoff shall be furnished to the UNION.
5. Recall of employees shall also be in accordance with seniority within classification. The higher seniority employee will be called back first.
6. It shall be the duty of the laid off employee to keep the EMPLOYER informed as to the current address of such laid off employee. The EMPLOYER shall have complied with this article by sending this notice of recall to the laid off employee to his last known address, according to the records of the EMPLOYER. Should the EMPLOYEE fail to return within five (5) days, the next lower seniority employee able to do the work available shall be recalled. And the employee who failed to return shall have his name removed from the seniority list.



## **ARTICLE XVII – UNION RIGHTS AND LIABILITIES**

1. The UNION president shall have the right to use a reasonable period of time during his working day to investigate a grievance, if same is made to him, and to consult with the supervisor relative thereto, provided the employee is given an opportunity to be present at such consultation.

2. A representative of the UNION, other than an employee of the EMPLOYER, shall have the right to periodically visit the premises of the EMPLOYER, provided that this privilege is not misused. The UNION representative is entitled to be present at any meeting of the EMPLOYER and the UNION Steward and/or the employees.

3. While there is no limit being put on what may be the subject of a grievance, to continue the filing of a frivolous grievance without merit may well become the subject of a grievance by the EMPLOYER.

4. Any type of discipline meted out by the EMPLOYER may be the subject of grievance.

5. A grievance on a discharge must be filed within three (3) working days. Failure to file a grievance within said period, shall be taken as conclusive evidence that the UNION does not intend to file such a grievance.

6. The UNION shall have the right to post any and all types of notices relative to meetings, social functions, or any other item relative to collect bargaining terms and conditions.

## **ARTICLE XVIII – SICK LEAVE IN LINE OF DUTY**

1. In all cases where an employee has been totally incapacitated as a result of an accidental injury the following applies:

A. Employees injured in the performance of their duties should be sent for first aid or medical treatment. Said employee will not be charged sick time for the time required to obtain emergency treatment to the extent that the time falls within prescribed hours of work for that day. Neither will sick leave be charged for the balance of the working day if the employee is unable to return to duty.

B. If any employee is hospitalized as the result of the injury, or he is declared incapacitated for duty by the attending physician or first aid station, the injured employee shall be carried in a pay status for one hundred and twenty (120) calendar days thereafter without a charge to sick leave.

C. An injured employee is not entitled to Worker's Compensation checks during this one hundred twenty (120) day period. After the one hundred twenty day (120) day period the employee is entitled to Worker's Compensation.

D. The provisions of this rule are not authorized if the injury is caused by willful misconduct of the employee or by his intention to injure himself or another, or if intoxication is the proximate cause.

E. During this one hundred twenty (120) calendar period of incapacity the Civil Service Commission shall have the injured employee observed by a physician of the Commission's choice, if it is determined by said physician that the employee must turn Compensation checks to the City of Ecorse. Disability cases considered as likely to be permanent may be referred to the Retirement Commission for consideration of appropriate action.

F. Total disability cases shall be referred to the Retirement Commission for consideration and appropriate action.

G. All claims under this rule must be validated as follows:

(a.) A signed statement from all witnesses to the accident; these statements will be used to verify that an occupational injury took place on a given day, time, and place. The statements will be filed by the Personal Technician as part of the claimant's file.

(b.) A written and signed statement from the Physician administering emergency treatment, nature of injury and the approximate duration of disability of a recurrence of similar accidents.

(c.) A statement in writing from the immediate Supervisor indicating the primary cause of the accident and steps being taken to eliminate the possibility of the recurrence of similar accidents.

## ARTICLE XIX – MISCELANEOUS PROVISIONS

### 1. PERSONAL RECORDS:

A personnel file of each employee shall be kept. This file shall contain the name, title, salary, and other pertinent information of the employee, including the employee's past work record.

### 2. REPRIMANDS, DISCIPLINARY, COMMENDATIONS:

Any record of reprimands or disciplinary action taken against the employee shall also be entered into the personnel record and a copy of the same shall be given to the employee. Any commendation which may be given to the Presiding Judge or any member of the UNION shall also be entered into the employee's personnel file. An employee receiving a reprimand or disciplinary action shall have the right to make a written answer and have the answer entered into that employee's past work record.

### 3. PERSONNEL RECORD ENTRIES:

The employee shall always be informed of any entry made in his or her personnel file.

4. JURY/WITNESS DUTY: Any employee who is called for jury duty shall receive the difference between the pay received as a juror and his or her regular salary. Any employee who is called as witness in any Court shall also receive the difference between the fee paid to him or her as a witness, and his or her regular salary.

5. UNEMPLOYEMENT COMPENSATION: Shall be determined in accordance with the Michigan Employment Security Act.

6. UNIFORM ALLOWANCE: A uniform allowance of one thousand four hundred and fifty dollars (\$1450.00) shall be paid to the Court Officer. The Court Officer shall be paid this uniform allowance on the first day of July each year. This shall be retroactive to July 1, 2005.

7. WAGES/LONGEVITY: Wages shall increase at the following rates:

#### **SEE APPENDIX A: Page 13-14 ATTACHED**

(a.) Upon the signing of this contract all employees shall be paid, in full, an increase in wages Retroactive to the date of this July 1, 2005.

(b.) Longevity shall be paid at a rate of one hundred dollars (\$100.00) for the first year of service for each employee. In addition to the base longevity, a salary of twenty dollars (\$20.00) shall be paid to each employee per year of service, with a maximum of five hundred dollars (\$500.00). Longevity shall be paid on the First day of November of each year.

**APPENDIX A  
CLASSIFICATION / WAGES**

Court Administrator/Felony Clerk

Retroactive to July 1, 2005

\$45,251.40

Beginning July 1, 2006

47,287.71

Beginning July 1, 2007

49,415.66

Beginning July 1, 2008

51,639.36

Deputy Clerk/Civil Clerk

Retroactive to July 1, 2005

\$42,729.24

Beginning July 1, 2006

44,651.83

Beginning July 1, 2007

46,661.16

Beginning July 1, 2008

48,760.91

Deputy Clerk/Misdemeanor Clerk

Retroactive to July 1, 2005

\$38,039.16

Beginning July 1, 2006

39,750.92

Beginning July 1, 2007

41,539.71

Beginning July 1, 2008

43,408.99

Court Clerk/Traffic Clerk

Retroactive to July 1, 2005

\$38,039.16

Beginning July 1, 2006

39,750.92

Beginning July 1, 2007

41,539.71

Beginning July 1, 2008

43,408.99

Court Officer

Retroactive to July 1, 2005

\$31,749.12

Beginning July 1, 2006

33,177.82

Beginning July 1, 2007

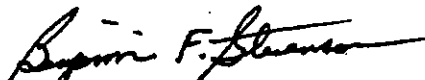
34,670.82

Beginning July 1, 2008

36,231.00

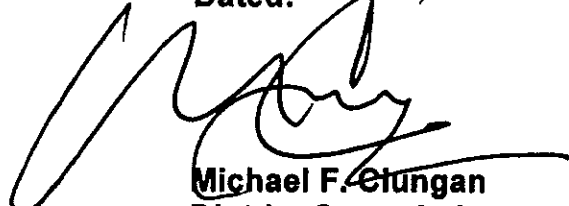
This agreement shall become effective upon the signing hereof and remain in full force and in effect through June 30, 2009.


Dated: 5-12-06

  
Benjamin F. Stevenson  
C.E.A.

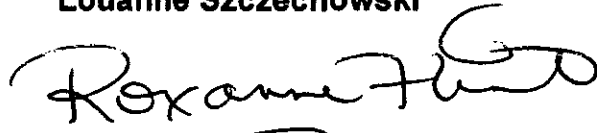
Dated:

5/12/06

  
Michael F. Clungan  
District Court Judge

  
Lenora D. Peterson-Denard  
C.E.A.

  
Louanne Szczechowski

  
Roxanne Marie Flint

  
Marissa Lopez