



AGREEMENT BY AND BETWEEN
THE MONROE COUNTY BOARD OF COMMISSIONERS
THE
MONROE COUNTY PROSECUTOR
AND THE
MONROE COUNTY ASSISTANT PROSECUTOR ASSOCIATION
POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)
JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

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ARTICLE I
AGREEMENT

THIS AGREEMENT, entered into this 12TH day of August, 2008 between the Monroe County Board of Commissioners and the Monroe County Prosecutor, located at 125 East Second Street, Monroe, Michigan 48161 (hereinafter collectively referred to as the "Employer") and the Monroe County Assistant Prosecutor Association (hereinafter collectively referred to as the "Association" or "Union").

ARTICLE II
PURPOSE AND INTENT

The purpose of this Agreement is to set forth the wages, hours, terms and conditions of employment of the employees covered by this Agreement, and to promote orderly and peaceful labor relations between, and in the mutual interest of, the employees, the Union, and the Employer. The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

The terms of this Agreement are to be interpreted strictly and are not to be expanded for any purpose or reason other than as specified by this Agreement's express terms.

ARTICLE III
RECOGNITION

Section 1. Unit Description. Pursuant to and in accordance with all applicable sections of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time Assistant Prosecuting Attorneys and Senior Trial Attorneys employed by the Employer, but EXCLUDING the Prosecuting Attorney, Chief Assistant Prosecuting Attorney, all executive, administrative and supervisory employees, office, clerical and secretarial employees, confidential and temporary employees and all other employees of the County of Monroe and/or the Monroe County Prosecutor. This section is limited strictly to recognition of the Union as the bargaining agent as required by the provisions of the Michigan Public Employment Relations Act and shall not be interpreted or expanded in any manner or for any other purpose.

Section 2. Definitions. For purposes of this Agreement, the following terms shall be defined as follows:

(a) "Employee(s)" shall mean a person employed by the Employer in a classification set forth in Section 1 above. Unless otherwise indicated in this Agreement, an employee shall also mean a person who is regularly scheduled to work forty (40) hours or more per week. This shall not constitute a guarantee of pay or work.

(b) "Part-Time Employee" shall mean a person who is regularly scheduled to work less than forty (40) hours per week. Except as otherwise expressly provided in this Agreement, part-time employees shall not be entitled to leaves of absence, insurance benefits, paid vacation, paid holidays, tuition assistance or other fringe benefits provided under this Agreement.

(c) "Temporary Employee" shall mean a person employed by the Employer for a period of limited duration. A temporary employee is not subject to the terms of this Agreement.

(d) Unless otherwise indicated, the term "day(s)" means calendar day(s).

(e) Whenever the term "he," "his," or "him" is used in this Agreement, it shall refer to both males and females.

ARTICLE IV NON-DISCRIMINATION

The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of age, race, gender, color, national origin, height, weight, religion, disability, marital status, membership or activity on behalf of the Union, or participation in the grievance procedure, except as permitted by state or federal law.

ARTICLE V ASSOCIATION SECURITY

Section 1. Association Dues or Service Fees. It shall be a condition of employment that all regular full-time employees of the Employer covered by this Agreement and all regular full-time employees hired, rehired, reinstated or transferred into the Bargaining Unit shall become members of the Association or shall pay a service fee in conformance with state and federal law but in no event in excess of the regular monthly dues uniformly required for membership in the Association, on or before the thirtieth (30) calendar day after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.

Section 2. Check Off.

(a) Regular full-time employees shall have monthly Association and Police Officers Association of Michigan (hereinafter referred to as the "POAM") membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Association and the Employer).

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above-referenced membership dues or service fees from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Association's Financial Officer shall submit to the Employer's Payroll Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

(c) A properly executed copy of such Authorization Form for each employee for whom the Association and POAM membership dues or service fees are to be deducted hereunder shall be delivered by the Association to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly

executed and are in effect. Any Authorization Form, which is incomplete or in error will be returned to the Association's Financial Officer by the Employer.

(d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.

(e) All Association dues or service fees deducted by the Employer shall be remitted to the Association's Financial Officer. POAM dues or service fees will be sent to 27056 Joy Road, Redford, MI by the Employer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom such dues or service fees have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization during the previous month. Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.

(f) Once any funds are remitted to the Association or the POAM by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Association. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Constitution of the Association or applicable state or federal law, refunds to the employee shall be made by the Association to the employee.

(g) The Employer shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 3. Failure to Comply.

(a) A regular full-time employee who fails to tender to the Union either Union dues or service fees as above provided, shall be terminated by the Employer, provided the following stipulations are adhered to:

(1) The Union shall notify the employee by certified or registered mail explaining that he is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.

(2) The Union shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of the thirty (30) day period set forth in Section 3(a)(1) above:

The Union certifies that (Name) has failed to tender either Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee.

A copy of such notice shall, at the same time, be given by the Union to the employee.

(b) Upon receipt of such notice, the Employer shall communicate the Union's request for termination to the employee and advise such employee that he must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he shall be terminated.

Section 4. Save Harmless. The Union shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

Section 5. Disputes. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step Two.

ARTICLE VI REPRESENTATION

Section 1. For the purpose of handling grievances and other matters relative to the administration of this Agreement and the relationship between the Employer and the Union, the Employer will recognize a Chief Steward and a Steward.

Section 2. The Chief Steward and Steward shall be elected in accordance with the Union's Bylaws.

Section 3. Any employee who is elected to serve as Chief Steward or Steward must have at least one (1) year of service. Termination of employment of an employee serving in the position of Steward or Chief Steward shall automatically result in a vacating of such position and the Union may designate another employee to fill such vacancy on a temporary basis until a replacement is selected in accordance with the Union's Bylaws.

Section 4. The Union will furnish the Employer with the names of the Chief Steward and Steward, and no employee shall function in any such capacity until the Employer has been notified in writing of such appointment. Any changes in such representation shall be reported to the Employer, in writing, as far in advance as possible. The Employer shall not be required to recognize or deal with any employee in regard to official Union business other than the one(s) so designated by the Union. No employee or group of employees other than the Union's designated representatives, may agree to alter, amend or modify the provisions of this Agreement.

Section 5. The Chief Steward and Steward shall represent the employees and shall be authorized to settle grievances and other matters on behalf of employees. Such settled grievances and matters shall be final and binding upon the employees and the Union.

Section 6. The Chief Steward and Steward shall suffer no loss of their regular salary by virtue of their attendance at meetings with the Employer for the purpose of processing grievances and handling other matters of mutual interest that may, from time to time, be approved by the Employer.

ARTICLE VII
EMPLOYER RIGHTS

Except as limited by the clear and express terms of this Agreement, the Monroe County Board of Commissioners and the Monroe County Prosecutor, on their own behalf and on the behalf of the people of Monroe County, hereby retain and reserve unto themselves and their respective offices, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and Constitution of the State of Michigan, and of the United States. More specifically, the Monroe County Prosecutor retains sole and exclusive control over all matters concerning the operation, management and administration of the Office of the Monroe County Prosecutor and the maintenance and order of his workforce, including, but not limited to, the following:

(a) The right to determine all matters pertaining to the selection, direction and control of employees, including, but not limited to, the right to hire, promote, demote due to lay off, assign, lay off, reclassify and transfer employees; the right to discipline, suspend, demote for disciplinary reasons, and discharge seniority employees with just cause, and the right to discipline, suspend and discharge probationary employees, with or without cause;

(b) The right to make, modify and enforce rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees;

(c) The right to install, modify or change methods of operation, work schedules and work assignments;

(d) The right to approve time off and vacations, and to withhold time off or vacations if deemed necessary for the proper functioning of the office;

(e) The right to determine the location, relocation, or termination of operations or facilities;

(f) The right to determine the services to be rendered and the work to be performed by employees covered by this Agreement;

(g) The right to determine whether services or any other work shall be contracted out or purchased;

(h) The right to adopt and enforce rules and regulations;

(i) The right to determine the number of employees;

(j) Consistent with the provisions of state and federal law, the right to determine the qualifications of employees to perform work (including physical and mental limitations which may be determined by examination or testing, including drug and alcohol testing);

(k) The right to determine quality, quantity and performance standards;

(l) The right to determine job content, create new job classifications and revise existing job classifications;

(m) The right to assign work and determine the hours of operation of the Prosecutor's Office, including starting times and quitting times;

(n) The right to relieve employees from duty because of lack of work or for other reasons; and

(o) The right to perform all other functions inherent in the administration, management, control and/or direction of the Prosecutor's Office.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance is defined as a dispute arising under and during the term of this Agreement with respect to an alleged violation of the express terms or conditions of this Agreement.

A grievance must be presented in writing at Step One within ten (10) working days of the date the employee becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance. Failure to file a grievance within such period shall constitute acceptance of the action taken by the Employer.

Time limits specified in the Grievance Procedure are of the essence. If the Union does not file or appeal a grievance within the specified time limits, the grievance will automatically be disallowed. If the Employer does not respond within the specified time limits, the grievance will be deemed denied and shall automatically move to the next step. The time limits provided in the Grievance Procedure may be extended by a written agreement between the Employer and the Union. Any resolution or forfeiture of a grievance shall be final and binding upon the employee involved, the Union, and the Employer.

STEP 1.

Any employee having a grievance shall submit to the Monroe County Prosecutor a written grievance signed by the employee and the Chief Steward or Steward which states the facts underlying the grievance, the specific provision(s) of the Agreement allegedly violated and the remedy sought. The Prosecutor (or his designee) will sign for receipt of the grievance, note the date and time of receipt, and return a copy to the Chief Steward or Steward. The Prosecutor (or his designee) will meet with the Chief Steward or Steward and the grievant within ten (10) working days following receipt of a grievance in an attempt to resolve the grievance. A written answer will be submitted by the Prosecutor (or his designee) within ten (10) working days following such meeting.

STEP 2.

If the grievance is not satisfactorily resolved at Step One, the Chief Steward or Steward may appeal the decision by filing a written notice of appeal with the County's Human Resources Director (or his designee) within ten (10) working days following receipt of the Step One answer. The

Human Resources Director and the Prosecutor (or their respective designees), and such other persons as the Employer may deem appropriate, shall meet with the grievant, the Chief Steward or Steward and the Association's Representative or his designee) as soon as a meeting can be arranged, but not later than thirty (30) working days following the date of the Step One answer, in an attempt to resolve the grievance. The County's Human Resources Director shall furnish a written answer to the grievance within ten (10) working days after such meeting by delivering the answer to the Chief Steward or Steward and the Prosecutor (or his designee).

Section 2. Arbitration.

(a) In the event the answer at Step Two of the Grievance Procedure does not resolve the grievance, the Union may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after the Union's Chief Steward or Steward receives the Employer's answer at Step Two. Concurrent notification of such appeal shall be provided to the County's Human Resources Director. Notification to the County's Human Resources Director shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration and identification of the grievance, the issue(s) and the provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Step Two disposition of the grievance shall be final.

Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Union's Demand for Arbitration is filed with the Association. The arbitrator shall have the authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

The fees and approved expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall be responsible for compensating its own representatives and witnesses. The cost (if any) of any room or other facility needed for the arbitration shall be shared equally by the Employer and the Union. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and Chief Steward or Steward, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant(s) and the Chief Steward or Steward shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement, provided the grievance has been processed timely through the Grievance Procedure and is properly before him.

In fulfilling his duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or conditions of this Agreement but shall not have the authority to add to, subtract from, or modify this Agreement or resolve any dispute under any section of this Agreement which is expressly excluded from arbitration, or imply a provision which is not otherwise specifically provided herein. If the arbitrator issues his decision within his jurisdiction, the decision of the arbitrator shall be final and binding upon the employee(s), the Union, and the Employer.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his base rate as set forth in Appendix A, less any unemployment or other money,

including any compensation he may have received from any source of employment (not previously approved in writing as supplemental employment by the Employer) during the period in question.

(b) Grievances processed to arbitration may be withdrawn only upon written agreement of the Employer and the Union.

ARTICLE IX STRIKES AND LOCKOUTS

Section 1. During the life of this Agreement, the Union, its officers and employees, shall not cause, authorize, or condone, nor shall any member of the bargaining unit cause, authorize, condone or take part in any strike (including a sympathy strike), work stoppage, interruption, sickout, sitdown, stay-in, slowdown, or any other restriction of work or interference with the operations of the Employer.

Section 2. In the event of any conduct prohibited in Section 1 above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the action until such conduct has ceased.

Section 3. In the event of any conduct prohibited in Section 1 above, the Union, its officers and agents shall, 1) immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be discharged, 2) direct such employee or group of employees to immediately resume normal work activity and cease the offending conduct, and, 3) otherwise take all effective means to terminate the unauthorized conduct by employees.

Section 4. In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step Two of the Grievance Procedure, provided a written grievance is filed with the Employer within three (3) working days after such discipline or discharge. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

Section 5. The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment, facilities, labor or other resources are not available due to a strike, work stoppage, slowdown or other interference by the Employer's employees prohibited under Section 1 above, or of the actions of employees of another employer, such inability to work shall not be declared a lockout.

ARTICLE X
PROBATIONARY EMPLOYEES

Section 1. All employees shall be on probation for a period of (6) months commencing with the employee's last date of hire; provided however, such probation may be extended for up to one (1) additional period of six (6) months, for a maximum of one (1) year, at the discretion of the Employer. During the period of an employee's probation, the employee shall be subject to termination by the Employer at any time, and for any reason not prohibited by state or federal law. After an employee has satisfactorily completed his probationary period, he shall be entered on the seniority list and credited with seniority.

Section 2. The Employer shall have no responsibility for the re-employment of a probationary employee if he is laid off or discharged during the probationary period.

ARTICLE XI
SENIORITY

Section 1. General. Seniority shall be defined as the employee's length of continuous service with the Employer.

The Employer shall keep a seniority list of all employees having seniority rights which shall be available for inspection by the Union at reasonable times.

Section 2. Loss of Seniority. Employees shall lose their seniority and their employment shall be terminated for the following reasons:

(a) The employee quits his employment or accepts a position with the Employer in a classification of work not covered by this Agreement.

(b) The employee is discharged for just cause.

(c) The employee is absent from work for three (3) consecutive working days, without reasonable cause.

(d) The employee is absent from work for two (2) consecutive working days without notifying the Employer.

(e) The employee fails to return to work within three (3) working days of recall from layoff.

(f) The employee has been on layoff for a period of twenty-four (24) consecutive months.

(g) The employee works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer.

(h) The employee fails to report to work on the first day following the expiration of a leave of absence.

(i) An employee is on medical or disability leave for more than two (2) years. If an employee goes on a leave of absence within ninety (90) days after his return from a previous leave of absence, he shall be deemed to be continuing the original leave of absence.

Section 3. Seniority of Employees Who Transfer Outside of the Bargaining Unit. Except as provided for in this Section, employees who transfer outside of the bargaining unit shall not have seniority. It is understood, however, that an employee within the bargaining unit may be promoted to a position outside the bargaining unit, including a management position. Such employee shall continue to retain the seniority the employee had prior to leaving the unit, but shall not accumulate any seniority while out of the bargaining unit, except as provided below. If, in the discretion of the Prosecutor, such employee is returned to the bargaining unit, the employee shall be placed in a job where the employee's seniority will allow. Discharge of said employee while the employee is outside the bargaining unit shall automatically cancel all seniority and since the employee is outside of the bargaining unit and is not covered by this Agreement, the employee's discharge shall not be subject to the grievance procedure. Employees who may be promoted in accordance with the provisions of this Section shall, for the first fifteen (15) days, accumulate seniority in their classification. It is further understood that such employee may request return to the employee's former classification within fifteen (15) days without loss of seniority in said classification and notwithstanding the provisions of any prior agreement.

ARTICLE XII LAYOFF AND RECALL

In the case of layoff, temporary employees and part-time employees will be laid off first, in any order, provided the remaining employees are qualified in all respects and able to perform the remaining work. Probationary employees will be laid off next, in any order, provided the remaining seniority employees are qualified in all respects and able to perform the remaining work. If an additional reduction in force is necessary, employees will be laid off in order of seniority, least senior first.

The Employer shall notify the Union one (1) week in advance of a layoff. The notice will contain the names of the employees to be laid off and the date of layoff.

When a vacancy occurs in a classification that is equal to or lower than the classification from which an employee was laid off, the employee on layoff with the most seniority shall be recalled first, provided the employee is qualified in all respects and able to perform the work. If the position in which the employee is recalled to is not the classification in which he was laid off, such employee shall retain his recall rights to the original position.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 1. Employees with seniority shall not be disciplined or discharged without just cause.

Section 2. Any employee may, upon request, obtain the presence of his Chief Steward or Steward during a meeting in which he reasonably expects to be disciplined. When a Chief Steward or Steward is requested, the disciplinary process will stop until the Chief Steward or Steward is present with the employee. During the meeting the Employer's representative will advise the employee and the Chief Steward or Steward of the discipline contemplated and the reason for it. During this meeting, the Chief Steward or Steward shall, upon request, be granted a reasonable opportunity to meet privately with the employee.

Section 3. Upon request, a disciplined or discharged employee shall be provided up to one-half hour to consult with the Chief Steward or Steward to prepare a written grievance prior to leaving the Employer's premises.

ARTICLE XIV
POSITION VACANCIES

Section 1. Regular Position Vacancies. The Prosecuting Attorney will post a notice of vacancy for any APA I, APA II, APA III, or Senior Trial Attorney position for a period of five (5) work days on the bulletin board provided for the Union's use under this Agreement, setting forth the job classification, the position's rate of pay and a brief description of the position's required duties. This posting provision shall not be required for those position vacancies that are filled in accordance with the provisions of Article XII, Layoff and Recall.

All qualified employees shall be eligible to submit a bid, in writing, requesting a permanent transfer to the position vacancy. To be considered, the bid must have been filed with the Prosecuting Attorney within the time period specified in the posting. Bids shall be considered first from those who work as regular full-time employees within the bargaining unit.

In order to be awarded a transfer to a position vacancy, the regular full-time employee must possess, at the time of the award, the minimum qualifications required for that position as set forth in Appendix D. If two or more regular full-time employees possess such minimum qualifications, the permanent transfer shall be awarded to the employee the Prosecutor determines to be the most qualified, subject to the Prosecutor's agreement that such determination shall not be arbitrary and capricious. The Prosecuting Attorney shall post notice of the successful bidder, if any, within ten (10) work days after the close of bidding. In the event no qualified bidders properly submit a timely bid, the Prosecuting Attorney may fill the posted vacancy by hiring a qualified person from outside the bargaining unit.

Any regular full-time employee awarded a regular position vacancy shall have a trial period of up to three (3) months. The trial period may be extended by mutual written agreement between the Prosecuting Attorney and the Union. During the trial period the employee shall be given proper training for the new position. The Prosecuting Attorney may disqualify an employee prior to the completion of the three (3) month period (or such extended trial period as

may be agreed to between the Prosecuting Attorney and the Union), where it is clear the employee lacks the ability to perform the duties required of the new position. An employee who is disqualified shall be returned to his former position and rate of pay. The employee may also elect to return to his former position and rate of pay during this same three (3) month trial period.

An employee who successfully bids for and is awarded a permanent position transfer shall not have his/her date-of-service seniority changed for the purpose of layoff and recall or future step increase.

Section 2. Temporary Position Vacancies. In the event there is a temporary position vacancy resulting from vacations, leaves of absence, short term disability, or any other situation deemed to be a temporary position vacancy by the Employer, the Employer may fill such temporary vacancy without following the procedure set forth in Section 1 for a period of not to exceed 6 months, or the duration of the leave of absence giving rise to the vacancy, if applicable, whichever is longer, or such longer time as may be mutually agreed upon by the Employer and the Union. In such circumstances, the temporary vacancy shall be offered first to a qualified regular full-time employee in the next lower pay grade based on seniority and outside work experience as determined at the sole discretion of the Prosecuting Attorney.

An employee who is temporarily transferred to a higher job classification continues to acquire seniority and upon termination of the temporary assignment shall be returned to his/her former position without the loss of seniority.

In the event the temporary job vacancy exceeds the above referenced periods, and it is not extended by mutual agreement between the Employer and the Union, the temporary job vacancy shall be filled for the balance of the temporary absence by following the job bidding procedure set forth in Section 1. Such postings shall be marked as temporary vacancies only, so that bidding employees may know of the temporary nature of the vacancy.

Section 3. Senior Trial Attorney Vacancies. The Employer agrees that a maximum of six (6) employees in the Bargaining Unit may hold the classification of Senior Trial Attorney so long as there is a complement of six (6) authorized positions in the Bargaining Unit. If the unit should at any time have an authorized staffing level of less than six (6), all may be filled at the Senior Trial Attorney level. If there are no qualified bargaining unit members to fill one of the six Senior Trial Attorney vacancies, then the Prosecuting Attorney may hold such vacancy open until a unit member becomes qualified or may fill the position by direct appointment of a qualified person from outside the bargaining unit. Alternatively, the appropriated funds may be used to fill a position at the APA I, APA II or APA III level in accordance with the provisions of this Agreement.

ARTICLE XV COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made through direct deposit. The employee shall also be provided an itemized statement

of his earnings and all deductions made for any purpose.

Section 2. Base Wages. The base wage rates for each classification covered under this Agreement as of January 1, 2008, January 1, 2009, January 1, 2010, and January 1, 2011, respectively, are set forth in Appendix A.

Section 3. New Hire Placement on Wage Schedule. New hires in classifications APA I and APA II may be placed anywhere from Step 1 up to Step 6 on the Wage Schedule at the discretion of the Prosecuting Attorney based on outside legal work experience and any other relevant factors. New hires in classification APA III and Senior Trial Attorney shall be placed at the minimum rate for their classification

After one (1) year of service, the employee shall advance to the next Step. Each employee shall thereafter advance to each successive step after twelve months service at each such step until he reaches the maximum step of the Wage Schedule for his classification or, in the case of employees in classifications APA I and APA II, are eligible for advancement to APA II or APA III, respectively.

Employees in classification APA I shall be eligible to be considered for advancement to APA II upon completing Step 4. Employees in classification APA II shall be eligible to be considered for advancement to APA III upon completing Step 8.

To be considered for advancement the employee must submit a written request to the Prosecutor sixty (60) to ninety (90) days prior to the employee first becoming eligible for advancement. The Prosecutor shall provide the employee a written response to his request within forty-five (45) days of the employee's written application. If the employee's request for advancement is approved, such advancement shall be effective on the anniversary of the employee's date of hire next following the Prosecutor's approval of the advancement. If the employee is not approved for advancement, the Prosecutor shall provide the employee with the reasons for such denial. Such reasons shall be provided to the employee in writing.

Advancement to APA II and APA III shall be at the Prosecutor's absolute discretion, subject to the Prosecutor's agreement that such decision shall not be made for an arbitrary and capricious reason. Accordingly, the Prosecutor's decision shall be without recourse or right of review with the limited exception that the Union may have the factual question of whether the Prosecutor's denial of an employee's request for advancement to APA II or APA III was for an arbitrary and capricious reason reviewed in accordance with the grievance and arbitration provisions of the Collective Bargaining Agreement between the Employer and the Union.

Section 4. Longevity Payments. All employees who are hired on or after January 1, 1989, shall not be covered by this Article. Full-time employees on the County Payroll as of December 31, 1988, shall be entitled to longevity pay subject to the following provisions:

(a) An employee must have at least five (5) years of continuous service and receive compensation for at least 1,500 hours during the twelve (12) month period immediately preceding December 1st of each calendar year in order to be eligible for longevity pay.

(b) Longevity pay shall be based upon the number of years of continuous service an employee has worked for the Employer determined as of December 1 of each calendar year and shall be in the amount of \$125.00 for the first five years of continuous service, and \$25.00 for each year of continuous service thereafter.

(c) Employees shall not be entitled to any longevity pay if their employment with the Employer is terminated for any reason prior to December 1 of any calendar year.

(d) An Employee who retires under Article XXII, Retirement and Retiree Health Care, or dies shall be entitled to prorated longevity benefits if all other requirements are met. The pro-rated longevity pay will be based upon the time from December 1 to the day of retirement or death.

(e) Longevity payments will be included with the employee's regular Direct Deposit payment.

Section 5. Pay Adjustment for Promotion to Senior Trial Attorney.

(a) If an employee is promoted to a Senior Trial Attorney, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to the rate the employee was paid in his former position, but not less than 5% above the base rate he was last paid in his former position, or the maximum rate of the higher pay grade, whichever is lesser.

(b) If an employee is transferred to a lower rated classification, he shall be placed at the same step on the salary schedule in such lower rated position as the step on which he was placed at the time of his transfer and his base rate reduced accordingly.

ARTICLE XVI
HOURS OF WORK

Section 1. Employees shall be required to work the regular business hours of the Monroe County Prosecutor's Office, except as the Prosecutor may otherwise approve. Employees shall also be required to work such additional hours as may be required to discharge all of the functions and responsibilities required of their position, or as otherwise assigned by the Prosecutor or his designee, including, but not limited to, on-call assignments. Effective January 1, 2005, employees will be compensated \$225.00 for each week they are subject to on-call duty.

Section 2. No employee shall receive overtime compensation, compensatory time off or any other form of compensation beyond his or her regular weekly salary, other than what is provided under Section 1. The salary paid each employee as provided in Appendix A of this Agreement shall constitute the employee's total compensation for all services rendered the Employer, including such additional hours beyond the regular work week as may be required of each employee.

ARTICLE XVII
WORK BY SUPERVISORS, OTHER NON-BARGAINING
UNIT EMPLOYEES AND CONTRACTORS

The Prosecutor, Chief Assistant Prosecutor, supervisors, special prosecutors, grant employees, legal interns, Law School Clinics, other non-bargaining unit employees and independent contractors shall be permitted to perform bargaining unit work without restriction.

ARTICLE XVIII
RESTRICTIONS ON THE PRIVATE PRACTICE
OF LAW AND OUTSIDE EMPLOYMENT

Section 1. Employees covered by this Agreement may not engage in the private practice of law or maintain any business affiliation with any attorney or law firm engaged in the practice of law. However, it shall not be deemed a violation of this Section for an employee to perform mediation, draft occasional basic legal documents or do legal research provided the research is done and the documents are prepared during non-scheduled work hours or while on approved leave and without the use of the Employer's personnel, equipment or materials.

Section 2. Employees covered by this Agreement may only engage in outside employment or business activities unrelated to the practice of law with the prior written approval of the Monroe County Prosecutor and provided such activities do not in any way conflict with the employee's employment duties, are conducted during non-scheduled work hours off the Employer's premises, and do not involve the use of the Employer's personnel, equipment or materials.

Section 3. The failure of an employee to be in full and continuing compliance with the provisions of this Article shall be grounds for discipline up to and including termination of employment.

ARTICLE XIX
VACATION

Vacation hours are earned per each *qualified calendar month from the employee's anniversary date.

Vacations can only be carried forward one additional calendar year. Any vacation not taken within a two (2) year period will be forfeited.

Each full-time employee who has been employed six (6) *qualified calendar months is eligible for one (1) week vacation. Each *qualified calendar month employed, after the six (6) month period, for the next twelve (12) months the employee will earn five and one-half (5 1/2) vacation hours per calendar month. After eighteen (18) months the employee will earn vacation hours based upon the following *qualified continuous employment from his anniversary date:

<u>From:</u>	<u>To:</u>	<u>Hour Amount Earned</u>
19 cal.mo.	- 60 cal.mo.	7.0 hrs. cal.mo.
61 cal.mo.	- 84 cal.mo.	8.5 hrs. cal.mo.
85 cal.mo.	- 144 cal.mo.	10.0 hrs. cal.mo.
145 cal.mo.	- 180 cal.mo.	12.0 hrs. cal.mo.
181 cal.mo.	- 240 cal.mo.	13.5 hrs. cal.mo.
241 cal.mo.	and over	17.0 hrs. cal.mo.

Checks for paid vacation will be issued on the normal pay day. Vacation pay shall be based upon the employee's current salary at the time the vacation is taken. Vacation may not be taken until it is fully earned.

In the event of an employee's death, voluntary quit, discharge for just cause, or other separation from employment for any reason, any unused vacation pay earned immediately preceding such termination but not taken as of the date of termination, will be paid as part of the employee's final wages on the pay period following his termination.

In the event a vacation period contains a holiday, the employee shall make prior arrangements with the Prosecutor to either have an additional day added to his vacation or schedule an additional vacation day off at a subsequent time.

*Qualified calendar month means a month that the employee receives at least fifteen (15) working days pay.

ARTICLE XX HOLIDAYS

Section 1. The Employer shall recognize the following holidays:

- * New Year's Day
- * Martin Luther King's Birthday
- * President's Day
- * Good Friday (1/2 day)
- * Memorial Day
- * Independence Day
- * Labor Day
- * Veteran's Day
- * Thanksgiving Day
- * Friday after Thanksgiving
- * Christmas Eve Day
- * Christmas Day
- * New Year's Eve Day

Section 2. When a holiday occurs on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as the paid holiday as determined by the Employer.

Section 3. Regular full-time employees shall be paid their regular salary on each of the above holidays. Employees who are required to work on a holiday shall be entitled to no additional compensation.

ARTICLE XXI
INSURANCE

Section 1. Health Care Benefits.

(a) From the date of ratification of this Agreement by both parties through and including the last day of the month in which this contract is ratified there shall be no changes in employees' health care benefit plans.

(b) Effective on the first day of the month immediately after the month in which this contract is ratified by both parties the Employer agrees to provide each regular, full-time seniority employee (and his eligible dependents*), a choice of coverage under one of the following health insurance plans:

(1) Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, brand name non-preferred formulary \$60 co-pay. Commencing on the first day of the month immediately after the month in which this contract is ratified by both parties, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2009, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar years 2010 and 2011, employees shall pay 10% of the illustrated premium cost of such benefits and the Employer shall pay the balance.

(2) Blue Cross/Blue Shield of Michigan Community Blue PPO Option-2 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, brand name non-preferred formulary \$60 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, and family).

(3) Blue Cross/Blue Shield of Michigan Community Blue PPO Option-3 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay; brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, brand name non-preferred formulary \$60 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, and family).

All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing, and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. Employees are eligible to change their coverage selection from among the three options listed above during periods of open enrollment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction.

(c) To qualify for health care benefits as above described each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of his regular employment with the Employer. The Human Resources Department shall provide forms.

(d) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article XXIII, Leaves of Absence, Section 2, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(e) Except as otherwise provided under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than two weeks, terminates, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the employee's return.

(f) An employee who is on layoff or leave of absence for more than two weeks or who terminates may elect under COBRA to continue the coverage herein provided at his own expense.

(g) The Employer reserves the right to change a carrier(s), a plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

(h) To be eligible for health care benefits as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. Employees are eligible to change their coverage selection from among the five options listed above during periods of open enrollment.

Section 2. Voluntary Waiver of Health Care Coverage.

A. Total Waiver of Health Care Coverage

(i) Any employee who can secure health care benefits from another source other than the County of Monroe and desires to waive all coverage for himself, his spouse, and dependents under the Employer's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee his spouse and dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage under the Health Care Benefits Plan as provided in this Agreement and who expressly waives, in writing, all rights to any other health care benefits coverage paid for by the County of Monroe, will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. By way of illustration, but not by way of limitation, an employee who waives health care benefits coverage as herein provided and receives the \$1,000 voluntary payment shall not be eligible to receive health care benefits from a spouse employed by the County of Monroe. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

(iv) An employee who has waived coverage as hereinabove provided may apply to have such coverage reinstated, provided he demonstrates that he can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator. The County Administrator will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee, his spouse and dependents is once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

B. Waiver of Coverage for Employee's Spouse and Children Only

(i) Any employee whose spouse can secure health care benefits from a source other than the County of Monroe for the spouse and the employee's dependents and desires to retain coverage under the County's plan but waive all coverage for his spouse and/or dependents under the Employer's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee's spouse and/or dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage for his spouse under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$500.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500.00 payment.

(iv) An employee who has waived all coverage for his spouse and dependents under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$600.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$600.00 payment.

(v) An employee who has waived health care benefits coverage under the Employer's plan for his spouse and/or dependents may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator. The County Administrator will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee's spouse and dependents are once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time seniority employee (and his eligible dependents**) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the dental care benefits herein provided. Except as otherwise provided in Article XXII, Leaves of Absences, Section 2, Family and Medical Leave Act, when on an authorized unpaid leave of absence for more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

(d) Except as otherwise provided under COBRA or the Family and Medical Leave Act, an employee's dental care benefits shall terminate on the date the employee goes on a leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's dental care benefits coverage shall be reinstated commencing with the employee's return.

(e) Except as otherwise provided under the Family and Medical Leave Act, an employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at his own cost the coverage herein provided.

(f) The Employer reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 4. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time seniority employee (and his eligible dependents**) the Blue Cross/Blue Shield of Michigan Vision A-80 Plan, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in its plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for vision care benefits as above described, such employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. Except as otherwise provided in Article XXII, Leave of Absences, Section 2, Family and Medical Leave Act, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefits costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

(d) Except as otherwise provided under COBRA or the Family and Medical Leave Act, the employee's vision care benefits shall terminate on the date the employee goes on leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

(e) Except as otherwise provided under the Family and Medical Leave Act, an employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at his own cost the coverage herein provided.

(f) The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 5. Term Life and Accidental Death and Dismemberment Benefits.

(a) The Employer shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in accordance with the following schedule:

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
\$40,001 to \$45,000	\$45,000
\$45,001 and over	\$50,000

Coverage will commence on the day following the employee's ninetieth (90th) day of continuous employment. Life and AD&D benefits will be reduced by 35% at age 65, 55% at age 70, and 70% at age 75.

(b) To qualify for term life and accidental death and dismemberment benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

(d) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of not more than two weeks, terminates, retires or is laid off. Upon return from a leave of absence of more than two weeks, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

(e) The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 6. Short/Long Term Disability Benefits.

(a) The Employer agrees to continue to provide each regular, full-time seniority employee short-term and long-term disability benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the plan.

(b) For the first twenty-six (26) weeks of disability payments, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every duty pertaining to his occupation, provided that the employee shall be deemed not to be disabled if he engages in any occupation. Thereafter, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every gainful occupation for which he is reasonably fitted by education, training or experience.

If, at the end of the initial twenty-six (26) week disability benefit period, the employee continues to be disabled, the Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he went on disability, for such time as the employee is eligible to receive disability benefits or two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of his disability benefits.

(c) The amount of disability income benefits provided by the Employer shall be 67% of the employee's gross basic monthly earnings with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. The maximum benefit period shall be two (2) years.

(d) The employee shall apply for other income benefits (e.g. social security disability benefits, workers' compensation disability benefits, pension disability benefits, disability benefits under any "no-fault" automobile reparation insurance law, etc.) immediately upon becoming eligible for same. Further, the employee shall keep the Employer fully apprised in writing of his eligibility for and the status of said benefits and provide the Employer with such certification as it may require.

(e) The waiting period for starting disability payments is one (1) day for accidents and seven (7) calendar days for illnesses. The seven (7) days shall be uninterrupted and consecutive. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement. If the employee has utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

(f) No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Employer but not less than once per month. The Employer retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the Employer's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for his examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and his examination will be at the Employer's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Employer as to said employee will be done by such physician.

(g) Any employee going on disability shall complete the disability form (in triplicate) provided by the Employer's Human Resources Department, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled.

(h) The Employer shall maintain all insurance benefits for the disabled employee and, in the case of health care benefits, for his eligible family, up to one (1) year from the disability. The Employer may, at its discretion, extend said insurance benefits or allow the disabled employee to purchase said benefits from its carrier, if possible.

(i) Successive periods of disability separated by less than two weeks of full-time employment at the employees customary place of employment shall be considered a single period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full-time active employment.

(j) No payment will be made for benefits resulting from:

- Disability for which the individual is not under the continuous care of a physician;
- Participation in a riot, rebellion or insurrection;
- Commission or attempted commission of a criminal offense.

(k) When an employee is on disability, he shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Employer.

(l) Disability payments shall be made on a bi-weekly basis.

(m) To qualify for disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department. Any employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as he enrolls and makes proper application during an open enrollment period.

(n) An employee's disability benefit plan shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

(o) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

*Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents.

ARTICLE XXII
RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan.

A. General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employee's Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire shall be two and one-half (2.5%) percent of the employee's final average compensation multiplied by his years of credited service. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of his credited service producing the highest average compensation contained within the period of 120 months of his credited service immediately preceding the date his employment with the County last terminates.

The Employer agrees that prior to the date of the employee's first pension payment, the employee may elect to withdraw his retirement contributions. The amount of pension paid to an individual making such election shall be reduced in accordance with the Monroe County Employees' Retirement System Ordinance.

Section 2. Retiree Health Care Plan.

A. General. All persons hired by the Employer on or after September 13, 2005, shall not be eligible for retiree health care benefits and shall not be required to make contributions to the Retiree Health Care Fund referenced in Section 3 below.

All regular full-time seniority employees who were hired prior to September 13, 2005, who separate for purposes of retirement on or after September 13, 2005, shall be eligible for retiree health care benefits as provided in paragraph B below. The spouse and eligible dependents of such employees shall be eligible for retiree health care benefits as provided in paragraph C below. The retiree's contribution to the cost of coverage for himself and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from the retiree's pension benefit. Except as otherwise provided in paragraph C below, such coverage shall be provided to the retiree only.

All coverage shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost sharing, and other provisions applicable to each of the plans.

The Employer reserves the right to change carrier(s), plan(s), and/or the manner in which it provides the benefits listed below, provided that the benefits are equal to or better than the benefits outlined below.

To be eligible for the health care benefits provided below, the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

B. Retiree Coverage

(1) Pre-Medicare: The Employer shall make available to employees who separate from employment for purposes of retirement under the Monroe County Employees Retirement System Ordinance and are entitled to receive benefits under the Ordinance, but not eligible for Medicare benefits, a choice of coverage under one of the following health insurance plans:

(a) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

(b) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

(c) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

(2) Medicare: Retirees must enroll in the Part B Medicare program commencing on the date they first become eligible to participate in the program. Retirees shall be responsible for the cost of such coverage.

The Employer shall make available to retirees, who (a) separate from employment with the County of Monroe for purposes of retirement under the Monroe County Employees Retirement Ordinance and are entitled to receive benefits under the Ordinance, and (b) are properly enrolled in the Part B Medicare Program as above provided, the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan (with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. The retirees shall make a contribution to the cost of such benefits in an amount equal to the difference between the Employer's contribution for the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement and the cost of the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan; provided, however, the retirees contribution to the cost of coverage (in absolute dollars and cents, not percentage of illustrated premium) shall not exceed the amount that employees were required to pay for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement.

Except as provided below, all coverage shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost sharing, and other provisions of the plans.

C. Spousal and Dependent Coverage: The spouse and *eligible dependents of an employee at the time of his retirement shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates; if they are not otherwise eligible for health care benefits through another employer. Upon payment of the required contribution to illustrated premium by the retiree, retiree's spouse and/or dependent child(ren), the Employer shall pay 50% of the remaining part of the illustrated premium cost for a participating

retiree's spouse and *eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.27% of such remaining part of the illustrated premium cost for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of thirty (30) years credited service or 100% of the applicable illustrated premium not covered by retiree contribution.

The retiree's spouse shall also be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

Dependent children of the retiree are also eligible for continued health care coverage after the retiree's death, provided the dependent children are covered by the retiree's health care plan at the time of the retiree's death and continue as dependents of the surviving spouse of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19.

Section 3. Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees who were hired after September 13, 2005, are not required to contribute to the Retiree Health Care Fund. Employees who were hired on or after April 8, 1997, and required to contribute to the Retiree Health Care Fund under the parties' former Agreement, shall continue to contribute 1.5% of their bi-weekly base pay to this fund. Employees, who are hired by the Employer on after November 1, 2000 and required to contribute to the Retiree Health Care Fund under the parties' former Agreement, shall continue to contribute 3.0% of their bi-weekly base pay to this fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

Effective September 13, 2005, new hires and those employees who are on the payroll but not eligible to participate in the Retiree Health Care Plan will not be required to contribute to the Retiree Health Care Fund.

Section 4. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. Effective

September 13, 2005, new hires and those employees who are on the payroll but not presently eligible for benefits will not be eligible for retiree life insurance.

*Eligible dependents as referenced herein shall include the retiree's children until the end of the year in which such children reach age 19, or any age if totally or permanently disabled by either a physical or mental condition prior to age 19. Children as used herein include the retiree's children by birth, legal adoption, or legal guardianship (while in the retiree's custody and dependent on the retiree).

ARTICLE XXIII
LEAVES OF ABSENCE

Section 1. Full-time seniority employees who have completed the new-hire probationary period shall be credited with six (6) sick days on January 1 of each year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility). At the end of each year, all employees will be paid for 100% of the unused sick days at the rate of pay for that employee at the end of that year.

Utilization of sick leave benefits is subject to the following conditions:

(a) Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability which makes it impossible for the employee to perform regular duties.

(b) Sick pay benefits will not be granted before they have been earned.

(c) Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Department Head not later than fifteen (15) minutes after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be cause for denial of sick pay benefits.

(d) The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate may be imposed at any time.

(e) In the event an employee receives sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits, the Employer may cancel an equal number of sick days previously accrued or to be accrued by the employee.

(f) The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked on the day(s) such benefits are used.

(g) Sick leave may be used in one-quarter hour increments or more. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had he not been on sick leave.

Section 2. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if he has been employed for at least twelve (12) months and works at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

Upon request, an eligible employee will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

(a) for the birth of a son or daughter of the employee and to care for such child.

(b) for the placement of a child with the employee for adoption or foster care.

(c) to care for a spouse, child or parent of the employee if the former has a serious health condition, or

(d) because of a serious health condition of the employee which renders him unable to perform the functions of his position.

Note: An employee who is disabled as a result of an injury which is compensable under Article XXI, Insurance, Section 6, Disability Benefits, of this Agreement shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. The employee's compensation and benefits during said leave shall be as provided under said Article XXI, Insurance, Section 6, Disability Benefits.

The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced. If the employee's position was eliminated during the period of the FMLA

leave, the employee shall be placed in the position to which he would have otherwise been entitled had he been working at the time of the position elimination.

The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave under subparagraphs (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under subparagraph (d) above is extended beyond twelve (12) weeks, the employee shall pay the full premium cost for maintaining coverage under any group health plan during the period of such extended leave.

If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders him unable to perform the functions of his position, the employee may, at his option, utilize accrued paid time off. Upon exhaustion of all paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave.

Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for his child, spouse or parent residing in the employee's household who is suffering from a serious health condition.

An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the Employer, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for his spouse, child or parent should notify the Employer, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that the employee is needed for such care.

A leave taken under subparagraphs (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under subparagraph (c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

An employee on an approved FMLA leave must keep the Employer informed regarding his status and intent to return to work upon conclusion of the leave.

In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs (c) or (d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any of the foregoing provisions provide less benefits than those provided by the Act, the provisions of the Act shall control.

Section 3. Personal Leave. Regular full-time seniority employees shall be entitled to four (4) personal days off, with pay, per year. These days cannot be carried over from year to year if not used. (Employees who have completed one year of service after January 1 shall receive prorated personal days during the first year of eligibility.)

Regular full-time seniority employees with six (6) months or more seniority may also be granted an unpaid personal leave of absence for compelling reasons. Personal leaves may be approved by the Prosecutor for an initial period of up to thirty (30) days. Extensions may be approved for a maximum period of an additional thirty (30) days at the discretion of the Prosecutor. Applications for personal leave shall be filed in writing with the Prosecutor and shall provide a detailed explanation of the reason for the leave. Where possible, leave requests must be submitted not less than ten (10) days prior to the desired commencement date of the leave, or any extensions of the leave. In all events, applications must be received prior to the commencement of a leave or the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

(a) Upon return from a personal leave, the employee shall be reinstated at the same pay level and position as the employee held at the time the leave was granted.

(b) The employee may be required to submit to a physical and/or mental examination at the conclusion of the leave.

(c) The employee must keep the Prosecutor informed of any change in status or any change in the conditions which caused the request for the leave.

(d) The employee must not engage in any gainful employment during such a leave.

(e) Vacation time, holiday pay, sick leave, longevity pay, and other employee benefits shall not accumulate or be paid during a leave of absence, except that all employer paid insurances will be paid for a maximum of thirty (30) calendar days. The employee's benefit status shall be frozen as of the date the leave commences and those benefits shall be reinstated upon the employee's return to work following termination of the leave. However, employees desiring to continue their group Blue Cross/Blue Shield, Dental, Optical, and/or Life Insurance coverage may do so at their own expense if the leave is granted for a period exceeding thirty (30) days. Time spent on personal leave shall not be included in an employee's length of service for pay grade increases.

Section 4. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable state and federal law.

Section 5. Union Leave. Upon written request the County Prosecutor will grant officers or elected representatives of the Union a leave of absence without pay for the purpose of attending Union conferences, provided that no such leave of absence shall be granted to more than two (2) employees for a period not longer than one (1) week. Extensions beyond one (1) week may be granted at the sole and exclusive discretion of the County Prosecutor.

Section 6. Funeral Leave. An employee will be granted funeral leave without loss of pay for a period of up to a maximum of three (3) scheduled work days. Funeral leave is granted to permit the employee to attend the funeral of a designated relative and is to be applicable only if the employee attends the funeral. The employee will not be compensated if he does not attend the funeral or would not have been scheduled to work at the time the death occurs or at the time the funeral takes place. For application purposes, "immediate family" means: father, mother, step-parents, sister, brother, child, step-children, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of this Agreement and the employee's benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take one (1) day off with pay to attend the funeral of a sister-in-law, brother-in-law, spouse's grandparent and step-grandchildren. The County agrees to allow the employee to use additional personal or vacation days to attend a funeral of a member of his immediate family if the funeral is in excess of 300 miles from Monroe, but not to exceed a total of five (5) days.

Section 7. Jury Duty Leave. If an employee is summoned and reports for jury duty, such employee shall be paid the difference between the jury duty fee received for such jury service and the employee's then current wage which he would have received if he had worked for all time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

Section 8. Court Leave. An employee subpoenaed as a witness to testify in connection with any matters arising out of his employment shall be granted time off for such testimony without loss of pay or benefits status. Any witness fees received by the employee resulting from this leave shall be paid back to the Employer.

Section 9. Workers' Compensation Leave. An employee disabled due to a work related injury which is compensable under the Michigan Workers' Compensation Act shall be granted a workers' compensation leave of absence for a period of such disability and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will be continued for the duration of the period of disability. Holidays, sick pay and other employee benefits shall not accumulate or be paid during such compensation leave, except that an employee may use sick days for the first seven (7) non-compensated days of absence but shall be repaid such sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave. Vacations will be paid based upon the difference between workers' compensation payments and wages. Longevity and vacations shall accrue during a workers' compensation leave.

ARTICLE XXIV PERSONNEL FILES

Section 1. There shall be only one official personnel file maintained on each employee by the Employer. Under no circumstances shall an employee's medical file be contained in the employee's personnel file.

Section 2. Access to individual personnel files shall be restricted to authorized management personnel, the employee, and a designated Union Committeeperson when authorized and accompanied by the employee. Employees shall have the right upon request to review their personnel file at reasonable intervals. An employee may be accompanied by a designated Union Committeeperson if so desired. File review shall take place at the location of the personnel file and during normal working hours.

Section 3. An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing and shall specify which record or part of record with which the employee disagrees and how the employee proposes to correct the record. The employee must provide proof that information is incorrect. The Employer shall either correct or remove such disputed information or deny the employee's request in writing.

Section 4. A copy of any disciplinary action or material related to employee performance, which is placed in the personnel file shall be provided to the employee.

Section 5. Upon employee request, records of disciplinary action shall be removed from an employee's file if the action is grieved and the grievance is settled in the employee's favor. Written reprimands shall not be used for disciplinary action if twelve (12) months following the day of issuance no new written reprimands have been issued during such twelve (12) month period.

ARTICLE XXV
MISCELLANEOUS

Section 1. Political Activity. No employee shall run for office against the Monroe County Prosecutor during the period of his/her employment in said office, to the extent the prohibition is permitted by law. Further, no employee shall engage in any other political activity or campaign for an elective office during scheduled working hours. Solicitation of signatures, contributions or nominating petitions is also prohibited during working hours. No employee shall be required to engage in the campaign for election of any candidate.

Section 2. Health and Safety. The Employer agrees to maintain proper health and safety conditions in its facilities as mandated by state, federal and local regulations.

Section 3. Physical Examinations. All persons who have been given a conditional offer of employment shall, at the Employer's request, submit to a physical examination by a doctor designated and paid for by the Employer. Such individuals shall also complete a medical data form as provided by the Employer. Refusal to submit to said physical examination, or the making of a false statement of material fact upon such medical data form, shall constitute cause for the withdrawal of the offer of employment or, if discovered after the individual's commencement of employment, discharge.

If the Employer has reason to suspect that an employee has a physical condition which may endanger the employee's health or interfere with the work of such employee or other employees, the Employer may require such employee to be examined at any time by a doctor designated and paid for by the Employer.

Section 4. Posting of Union Notices.

(a) The Employer agrees to provide bulletin board space which may be used by the Union for posting the following notices:

- (1) Notices of Union recreational and social affairs.
- (2) Notices of Union elections.
- (3) Notices of Union appointments and the results of Union elections.
- (4) Notices of Union meetings.
- (5) Other notices concerning Union affairs, which are not political or controversial in nature.

(b) The Union agrees that in no instance shall any notice be derogatory or critical of the Employer, or the Employer's officers, agents, supervisors, employees, departments or subdivisions, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

(c) All notices shall be approved by and bear the signature of the Chief Steward or Steward.

Section 5. Copies of Agreement. The Employer shall provide each employee with a copy of this Agreement.

Section 6. Name, Address, and Telephone Changes. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number shown on its records for all purposes involving the employee's employment and this Agreement. The employees shall promptly notify the Employer of any change of name, address, and telephone number.

Section 7. Credit Union. The Employer agrees to make payroll deductions on behalf of employees who desire to contribute to the Monroe City/County and Municipalities Employees Credit Union. Such payroll deductions shall be in accordance with the Employer's established procedures and practices. All employees participating in this program shall be required to execute a Payroll Deduction Authorization in such form as the Employer may from time to time require.

Section 8. Smoke-Free Environment. The Employer's buildings are smoke-free. Smoking by employees in such facilities is strictly prohibited. Violations of this rule will result in disciplinary action.

Section 9. Mileage Allowances. Employees on business related travel shall be entitled to a mileage allowance in accordance with such terms, conditions and limitations as may from time to time be established for such employees by the Monroe County Board of Commissioners.

Section 10. Work Rules and Regulations. The Employer shall have the right to make, modify, enforce and rescind rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees.

Section 11. General Liability Insurance. The Employer agrees that employees shall be covered under the provisions of its General Liability Insurance Plan, subject to the terms, conditions, exclusions, and limitations as stated in said plan and the Employer's right to amend the plan from time to time. The Union shall be provided with a copy of the Employer's General Liability Insurance Plan without charge upon its written request.

Section 12. State Bar Dues. The Employer agrees to pay each employee's annual dues to the State Bar of Michigan. The Employer agrees to pay each employee's annual dues to the Criminal Law Section of the State Bar of Michigan and shall pay annual dues for one additional, job related, section chosen by the employee. All costs related to an employee's membership or participation in any Committee of the State Bar of Michigan shall be borne by each employee.

Section 13. Annual Evaluation. Commencing in calendar year 2006, all employees covered by this Agreement shall be evaluated in writing at least once annually by the Prosecutor or his designee.

ARTICLE XXVI
SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer, the Union, and the Employer's employees which the Union represents. This agreement supersedes and cancels all previous agreements, oral or written, or based on an alleged past practice and constitutes the entire agreement between the parties. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

Section 2. The Employer and Union 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 the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. Any agreement reached between the Employer and the Union is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

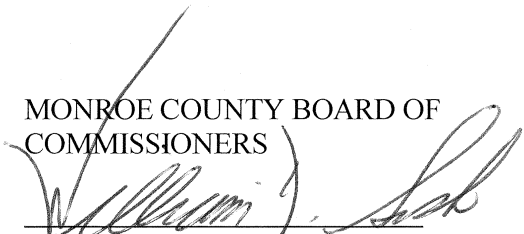
Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a Court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

ARTICLE XXVII
DURATION


This Agreement shall be effective August 12, 2008 and shall continue in full force and effect until midnight December 31, 2011, and thereafter for successive periods of one year unless either party, on or before sixty (60) days prior to expiration, notifies the other party in writing of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement on its expiration date.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed their signature to this Agreement at Monroe, Michigan, this 4th day of September, 2008.

MONROE COUNTY BOARD OF
COMMISSIONERS

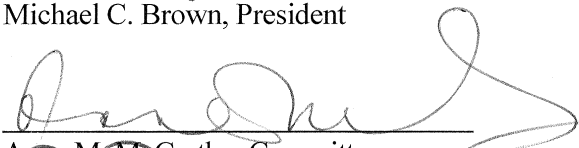

William D. Sisk, Chairman,
Bd. of Commissioners


MONROE COUNTY PROSECUTOR


William Paul Nichols

MONROE COUNTY ASSISTANT
PROSECUTOR ASSOCIATION


Michael C. Brown, President


Anne M. McCarthy, Committeeperson


Timothy Lusch, Committeeperson


Scott Atkinson, POAM Business Agent

APPENDIX A
1/01/07 BASE WAGE SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
APA I	\$44,223	\$46,996	\$49,769	\$52,541								
APA II					\$55,314	\$58,087	\$60,860	\$63,632				
APA III									\$66,405	\$69,178	\$71,951	\$74,774
Sr. Trial Atty.								\$73,086	\$75,159	\$77,278	\$79,485	\$81,712

1/01/08 BASE WAGE SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
APA I	\$45,550	\$48,406	\$51,262	\$54,117								
APA II					\$56,973	\$59,830	\$62,686	\$65,541				
APA III									\$68,397	\$71,253	\$74,109	\$77,017
Sr. Trial Atty.								\$75,279	\$77,414	\$79,596	\$81,870	\$84,163

1/01/09 BASE WAGE SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
APA I	\$46,916	\$49,858	\$52,799	\$55,741								
APA II					\$58,683	\$61,624	\$64,566	\$67,508				
APA III									\$70,449	\$73,391	\$76,332	\$79,328
Sr. Trial Atty.								\$77,537	\$79,736	\$81,984	\$84,326	\$86,688

1/01/10 BASE WAGE SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
APA I	\$48,324	\$51,354	\$54,383	\$57,413								
APA II					\$60,443	\$63,473	\$66,503	\$69,533				
APA III									\$72,563	\$75,593	\$78,622	\$81,707
Sr. Trial Atty.								\$79,863	\$82,128	\$84,444	\$86,856	\$89,289

1/01/11 BASE WAGE SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
APA I	\$49,773	\$52,894	\$56,015	\$59,136								
APA II					\$62,256	\$65,377	\$68,498	\$71,619				
APA III									\$74,740	\$77,860	\$80,981	\$84,159
Sr. Trial Atty.								\$82,259	\$84,592	\$86,977	\$89,461	\$91,968

APPENDIX B
 POAM Prosecutors
 Annual Steps and Promotion Schedule
 January 1, 2008 through December 3, 2011

Employee Name	Hire Date	Current Step	Current Annual Salary 12/31/07	Step	Annual Salary 01/01/08	Step	2008		Step	Annual Salary 01/01/09	2009		Step	Annual Salary 01/01/10	2010		Step	Annual Salary 01/01/11	2011	
							Anniversary Step Increase	Step			Anniversary Step Increase	Step			Anniversary Step Increase	Step			Anniversary Step Increase	
Michael Brown	10/18/2004	4	\$52,541	5	\$56,973	6	\$59,830	6	\$61,624	7	\$64,566	7	\$66,503	8	\$69,532	8	\$71,618	9	\$74,739	
Amara Hunter	8/28/2006	6	\$58,087	7	\$62,686	8	\$65,541	8	\$67,507	9	\$70,449	9	\$72,563	10	\$75,593	10	\$77,860	11	\$80,981	
Timothy Lusch	5/22/2006	3	\$49,769	3	\$51,262	4	\$54,117	4	\$55,741	5	\$58,683	5	\$60,443	6	\$63,473	6	\$65,377	7	\$68,498	
Jennifer Ewen	9/4/2007	2	\$46,996	3	\$51,262	4	\$54,117	4	\$55,741	5	\$58,683	5	\$60,443	6	\$63,473	6	\$65,377	7	\$68,498	
Michael Roehrig	10/28/1996	12	\$74,774	ST 11	\$81,870	ST 12	\$84,163	ST 12	\$86,688	ST 12	\$86,688	ST 12	\$89,289	ST 12	\$89,289	ST 12	\$91,968	ST 12	\$91,968	
John Marunick	1/4/1977	12	\$74,774	ST 11	\$81,870	ST 12	\$84,163	ST 12	\$86,688	ST 12	\$86,688	ST 12	\$89,289	ST 12	\$89,289	ST 12	\$91,968	ST 12	\$91,968	
Dale Lockwood	1/1/2005	9	\$66,405	ST 8	\$75,279	ST 9	\$77,414	ST 9	\$79,736	ST 10	\$81,984	ST 10	\$84,444	ST 11	\$86,855	ST 11	\$89,461	ST 12	\$91,968	
Anne McCarthy	12/17/1993	12	\$74,774	ST 11	\$81,870	ST 12	\$84,163	ST 12	\$86,688	ST 12	\$86,688	ST 12	\$89,289	ST 12	\$89,289	ST 12	\$91,968	ST 12	\$91,968	
Allison Arnold	3/15/1993	12	\$74,774	ST 11	\$81,870	ST 12	\$84,163	ST 12	\$86,688	ST 12	\$86,688	ST 12	\$89,289	ST 12	\$89,289	ST 12	\$91,968	ST 12	\$91,968	
Ken Swinkey	1/2/1985	ST 12	\$81,712	ST 12	\$84,163	ST 12	\$84,163	ST 12	\$86,688	ST 12	\$86,688	ST 12	\$89,289	ST 12	\$89,289	ST 12	\$91,968	ST 12	\$91,968	

Employees not in the maximum of their classification will receive annual step increases on their anniversary of hire date
 Effective on ratification of this agreement Assistant Prosecutors not promoted to Senior Trial Attorney shall receive a one step pay increase retroactive to 1/1/2008

APPENDIX C
MEMORANDUM OF UNDERSTANDING

It is hereby agreed that the following unit members are promoted to Senior Trial Attorney effective 1/1/08:

Allison Arnold to Senior Trial Attorney, step 11
Dale Lockwood to Senior Trial Attorney, step 8
Anne McCarthy to Senior Trial Attorney, step 11
John Marunick to Senior Trial Attorney, step 11
Michael Roehrig to Senior Trial Attorney, step 11

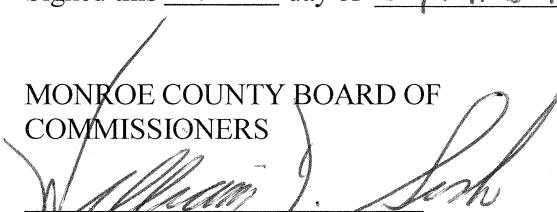
It is also agreed that the following unit members are promoted one step on the wage scale effective 1/1/08 and that they shall receive no other raises arising from the above promotions to Senior Trial Attorney:

Michael Brown from APA II, step 4 to APA II step 5
Amara Hunter from APA II step 6 to APA II step 7
Timothy Lusch from APA I step 2 to APA I step 3
Jennifer Ewen from APA I step 2 to APA I step 3

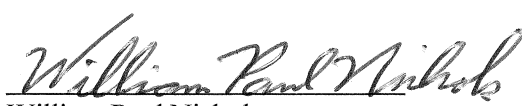
It is agreed that none of the above promotions shall be subject to the trial period for promotions contained in Article XIV, Section 1.

Signed this 4th day of September, 2008.

MONROE COUNTY BOARD OF
COMMISSIONERS

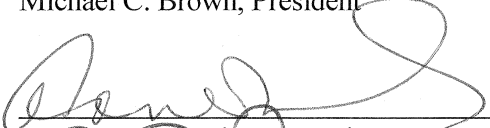

William D. Sisk, Chairman,
Bd. of Commissioners


MONROE COUNTY PROSECUTOR


William Paul Nichols

MONROE COUNTY ASSISTANT
PROSECUTOR ASSOCIATION


Michael C. Brown, President


Anne M. McCarthy, Committeeperson


Timothy Lusch, Committeeperson


Scott Atkinson, POAM Business Agent

APPENDIX D
MEMORANDUM OF UNDERSTANDING

It is hereby agreed that the following are the minimum job requirements for the following positions:

I. Assistant Prosecuting Attorney I

Education: Law degree from an accredited law school.

Experience: None

Other Requirements: Licensed to practice law in the State of Michigan.

Physical Requirements [This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

Ability to access all courtrooms within the County.

Ability to remove books and other reference materials from bookshelves and transport to worksite.

Prolonged sitting and standing while in the courtroom.

Ability to carry briefcase, files and legal volumes to courtrooms.

II. Assistant Prosecuting Attorney II

Education: Law degree from an accredited law school.

Experience: Prefer some criminal law and/or county, state or federal prosecutorial experience.

Other Requirements: Licensed to practice law in the State of Michigan.

Physical Requirements [This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

Ability to access all courtrooms within the County.

Ability to remove books and other reference materials from bookshelves and transport to worksite.

Prolonged sitting and standing while in the courtroom.

Ability to carry briefcase, files and legal volumes to courtrooms.

III. Assistant Prosecuting Attorney III

Education: Law degree from an accredited law school.

Experience: Four years criminal law and/or county, state or federal prosecutorial experience.

Other Requirements: Licensed to practice law in the State of Michigan.

Physical Requirements *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access all courtrooms within the County.

Ability to remove books and other reference materials from bookshelves and transport to worksite.

Prolonged sitting and standing while in the courtroom.

Ability to carry briefcase, files and legal volumes to courtrooms.

IV. Senior Trial Attorney

Education: Law degree from an accredited law school.

Experience: Eight years county, state or federal prosecutorial experience, including at least three years at the felony trial level, experience with a large caseload and warrant review, and substantial circuit court trial experience involving serious felony charges. Training must include specialized courses from the Prosecuting Attorneys Coordinating Council.

Other Requirements: Licensed to practice law in the State of Michigan.

Physical Requirements *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access all courtrooms within the County.

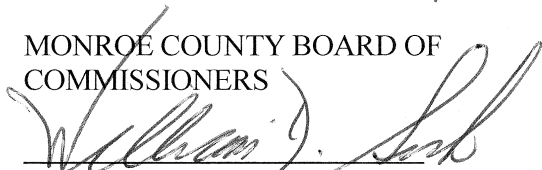
Ability to remove books and other reference materials from bookshelves and transport to worksite.

Prolonged sitting and standing while in the courtroom.

Ability to carry briefcase, files and legal volumes to courtroom.

Signed this 4th day of September, 2008.

MONROE COUNTY BOARD OF
COMMISSIONERS



William D. Sisk, Chairman,
Bd. of Commissioners

MONROE COUNTY PROSECUTOR

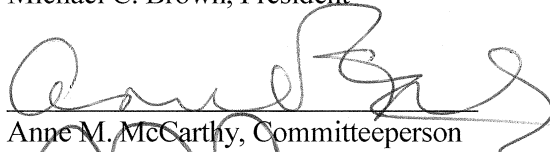


William Paul Nichols

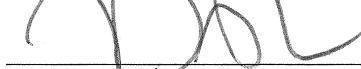
MONROE COUNTY ASSISTANT
PROSECUTOR ASSOCIATION



Michael C. Brown, President



Anne M. McCarthy, Committeeperson



Timothy Lusch, Committeeperson



Scott Atkinson, POAM Business Agent

APPENDIX E

MEMORANDUM OF UNDERSTANDING

It is hereby agreed that the following Policies and Procedures are incorporated by reference and made a part of this Agreement, subject to the Monroe County Board of Commissioners right to amend, modify or terminate such policies at any time:

- Sexual Harassment Policy No. 424
- Education Reimbursement Policy No. 447
- Travel Expense Reimbursement Policy No. 307
- County Facilities Closing Due To Inclement Weather and Emergencies Policy No. 702
- Lost or Damaged Property of County Employees Policy No. 88-15

Signed this 4th day of September, 2008.

MONROE COUNTY BOARD OF
COMMISSIONERS


William D. Sisk, Chairman,
Bd. of Commissioners

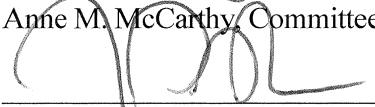
MONROE COUNTY PROSECUTOR


William Paul Nichols

MONROE COUNTY ASSISTANT
PROSECUTOR ASSOCIATION


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Anne M. McCarthy, Committeeperson


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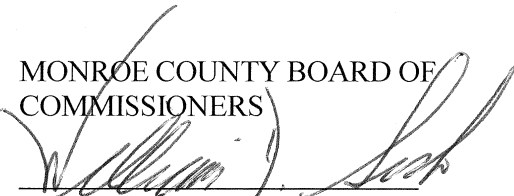

Scott Atkinson, POAM Business Agent

APPENDIX F
MEMORANDUM OF UNDERSTANDING

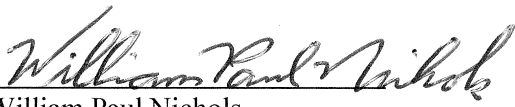
It is hereby agreed between the Employer and the Union that prior to the Employer's engagement of independent contractors to perform work that has historically been performed by members of the bargaining unit, the Employer will meet with the Union to discuss the matter.

Signed this 4th day of September 2008.

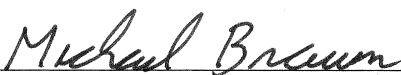
MONROE COUNTY BOARD OF
COMMISSIONERS

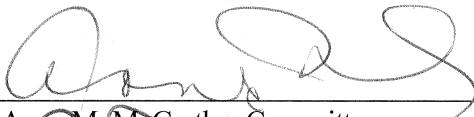

William D. Sisk, Chairman,
Bd. of Commissioners

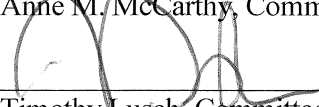
MONROE COUNTY PROSECUTOR


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