

10/31/90

A G R E E M E N T

BETWEEN THE

SHIAWASSEE COUNTY PROBATE COURT

AND THE

SHIAWASSEE COUNTY PROBATE COURT EMPLOYEES ASSOCIATION

November 1, 1987 - October 31, 1990

FILED

SEP 23 1988

ELNA M. THATCHER
Clerk of Shiawassee Co., Michigan

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Shiawassee County

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AGREEMENT

November 1, 1987 - November 1, 1990

This AGREEMENT made and entered into this date by and between the Shiawassee County Probate Court, hereinafter referred to as "The Court" and the Probate Court Employees Association, hereinafter referred to as "The Association".

WHEREAS, the Court and The Association recognize that mutual understanding and cooperation between the employees and the Court as the collective bargaining agent for the employees of the Probate Court; and

WHEREAS, the Shiawassee County Probate Court enters into Agreement with the Members of the Probate Court Employees Association for the purpose of enabling Association Members to enjoy salaries and benefits comparable to other County employees, it shall be noted that by such Agreement the Probate Court cannot and does not divest the Court of its statutory authority as the sole employer of said Association members who are employed to serve at the pleasure of the Judge of Probate as set forth by law and this Agreement.

WHEREAS, it is recognized to be mutually advantageous for the employees to work for higher standards of living by promoting an economical efficient operation of the Court, thus enabling the Court to provide a more effective service to the people of Shiawassee County and to maintain satisfactory working conditions among its employees; and

WHEREAS, the said parties now choose to enter into an Agreement to supercede all previous Agreements, written, and oral;

NOW THEREFORE, in consideration of the mutual undertakings and promises between the parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

W I T N E S S E T H

Article 1

RECOGNITION

The Court does hereby recognize the Association as the exclusive collective bargaining agent representing all eligible employees of the Probate Court, as defined in Act 379 of the Public Acts of 1965, as amended, but excluding the Judge, Juvenile Officer, Court Reporter, and Probate Register, confidential employees, supervisors and executives.

Article 2

ASSOCIATION AND EMPLOYER RIGHTS

Section 1.

A. Operation. The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America, provided such management does not conflict with the specific terms of this Agreement.

B. Overtime. The employer has the right to schedule overtime work, provided it does not conflict with the terms of this Agreement.

C. Work Methods. The Employer shall have the right to determine and to establish the methods and processes by which work is performed.

D. Discipline and Discharge. The Employer reserves the right to discipline and discharge in conformance with the terms of this contract.

E. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including

by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Association as being retained by the Employer.

F. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

G. Direction of Work Force. The Employer reserves the right to direct the work force and assign duties and responsibilities.

H. Physical Examination. The Employer reserves the right to require an employee, at the Employer's expense, if not covered by county insurance, to take a physical; (1) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons; or (2) on return from leave of absence. The physical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated doctor of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated doctor of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee if not covered by the employee's insurance. The action recommended by the third doctor in his/her medical report shall be binding on all the parties.

Section 2

The Employer shall have, within his sole discretion, the right to make reasonable rules and regulations and to amend, supplement or delete such rules and regulations. However, the Association representative(s) shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation.

Section 3

The Association agrees that neither the Association, its agents, nor its members will authorize, instigate, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

Section 4.

The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which conflicts with the specific provisions hereof, unless agreed to in writing by the Association.

Article 3

EQUAL EMPLOYMENT OPPORTUNITY

In accordance with State and Federal law, neither the Court nor the Association will discriminate against any employee or any person seeking employment, promotion, transfer, or other conditions of employment because of such individual's race, color, religion, sex, age, physical handicap, or national origin, except in cases where specific age, sex, education, or physical and mental requirements constitute a bonafide occupational qualification, or as otherwise permitted by law.

Article 4

MEMBERSHIP

All eligible employees as defined hereby, now or hereafter employed during the life of this Agreement, may voluntarily remain a member. Any employee who is a member of the Association, or who has applied for membership shall sign and deliver to the Employer a card authorizing the deduction of dues in the Association. Said authorization is continuous unless the employee revokes the authorization by giving written notice to the Association or the Employer.

A member who benefits from an existing contract and who chooses to terminate their membership while still employed by the Court, however, may rejoin the Association only after repayment of dues, while a non-member, or subject to approval of the majority membership of the Association.

The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Association dues, or in reliance on any list, notice, certification, or authorization furnished or by the Employer exercising the requirements contained in this Agreement. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

Article 5

PROMOTION, DISCIPLINE, OR DISCHARGE

The rights of promotion, discipline, or discharge are the sole responsibility of the Court, but must be subject to the approval of the Judge serving said Court or the employee's supervisor, if delegated by the Judge to perform such functions. Each new employee shall be subject to a six-month probationary period. During the probationary period, and any extensions thereof, an employee may be terminated without recourse to or without regard to this Agreement,

and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. Notwithstanding any contrary provision, a probationary employee can be terminated for any reason or for no reason by the Court.

The Court shall not discipline or discharge a non-probationary employee subject to this Agreement except for just cause.

No employee shall absent himself from work unless approved by the Court. In the event of illness, the absent employee shall promptly notify a member of the supervisory staff of the department that employee is employed by. Any unexplained or unsatisfactorily explained absence may result in disciplinary action being taken against the absent employee. Three (3) consecutive days of unexplained or unsatisfactorily explained absence may, in the sole discretion of the Court, result in the immediate termination of the employment of the absent employee.

Article 6

VACANCY OR NEW POSITION

The Court shall notify employees in writing covered by this Agreement of a vacancy or a newly created position. Any interested employee shall be entitled to submit an application for said position. In filling the vacancy, the Court shall consider the employee's length of employment, professional background, and other relevant factors. However, the Court reserves the sole right to hire whom it believes is best suited for the position.

Article 7

GRIEVANCE PROCEDURE

A grievance shall mean a dispute by an employee in the bargaining unit which expresses his/her belief that there is a violation of a provision of

this Agreement. Any grievance filed shall refer to the specific provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) days after the grievance has become known, or should reasonably have been known by the employee. Any claims not conforming to the provisions noted above shall be automatically defined as not constituting a valid grievance.

In the event of a grievance, an employee may submit a grievance for decision to his/her immediate supervisor. If the employee is not satisfied with the supervisor's answer, said employee may submit grievance in writing to the Judge of Probate for decision.

If the matter is still not resolved, the employee may choose to use any recourse permitted by law to resolve the problem.

Article 8

FAMILY MEMBERS - COURT PROCEEDINGS

All Court employees agree to notify the Juvenile Court Officer immediately if any member of their families, or any relative within the third degree, is involved in a proceeding in the Probate Court, allowing said Court ample time to proceed in a manner consistent with the interests of the parties.

Article 9

HOURS

That the standard work week shall be established as a forty (40) hour week. Further, the Court agrees to comply with the Michigan Fair Labor Standards Act.

Article 10

LEGAL HOLIDAYS

The following shall be regularly scheduled paid holidays:

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday Afternoon
Memorial Day
Fourth of July
Labor Day

Veterans Day
Columbus Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's
All State & General
Election Days

Each full-time employee shall receive holiday pay provided the employee meets the following eligibility requirements: The employee shall work the single immediate scheduled working days prior and following the holiday, unless failure to work on either or both such days is excused because of: (1) personal sickness or injury; (2) approved vacation; (3) personal leave; or (4) other circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

Employees shall be paid their current rate based on their regular scheduled work day for paid holidays.

If a paid holiday should fall on a Saturday, the Friday before such holiday shall be considered as the holiday. If a paid holiday should fall on a Sunday, the Monday following such holiday shall be considered as the holiday.

Article 11

VACATION LEAVE

Each regular full-time employee paid on an annual basis may be allowed annual vacation leave, subject to the following regulations:

A. The period to be used in determining the total vacation days will be the anniversary date of employment, defined as: The employee's last hiring date.

B. No employee is entitled to such vacation leave until he or she has served the County for a period of six (6) months.

C. Calendar year vacations shall be regulated by the following:

After Six Months to One Year	5 working days
After One Year to Five Years	11 working days
After Six Years	12 working days
After Seven Years	13 working days
After Eight Years	14 working days
After Nine Years	15 working days
After Ten Years	16 working days
After Eleven Years	17 working days
After Twelve Years	18 working days
After Thirteen Years	19 working days
After Fourteen Years	20 working days
After Fifteen Years	21 working days
After Sixteen Years	22 working days
After Seventeen Years	23 working days
After Eighteen Years	24 working days
After Nineteen Years	25 working days

D. Annual vacation leave shall not be cumulative, but leave not taken during the calendar year shall be paid the employee at the prevailing rate of pay for the employee as approved by the Court.

E. Regularly employed persons working part-time for the County, up to fifty percent (50%) of the standard work week, shall be allowed vacation time proportionate to the amount of time regularly worked.

F. Employees shall be paid during said vacation period on the basis of the normal work week for the job or class of work for which they are regularly employed and at the rate of pay prevailing at the time vacation is taken, subject to the provisions of these regulations.

G. If employment is terminated either by the action of the Court or the the employee, the employee shall be compensated for his accrued leave at the rate of pay received by said employee during the time vacation accrued.

H. It shall be the policy of the employee, the employee's supervisor, and the Court to schedule vacations over as wide a period as possible, in order to obviate the need for temporary increases in personnel.

I. If a holiday as defined in Article 10 falls within the vacation period, it shall not be counted as a vacation day.

J. If an employee has reason to use funeral leave during a vacation leave and such reason is documented and provided in writing to the satisfaction of the Court, such time may be considered as funeral leave instead of vacation leave and shall not be deducted from the employee's vacation leave.

K. If an employee becomes ill and is under the care of a duly licensed physician or specialist during a scheduled vacation leave and the employee meets the eligibility criteria for sick leave as set forth in Article 12 hereof, that portion of vacation leave shall be treated as sick leave and the remainder of the vacation leave shall be rescheduled in accordance with subsection H above.

Article 12

SICK LEAVE

Section 1.

Each non-probationary employee shall be entitled to nine (9) sick days effective January 1st of each calendar year. If an employee leaves during a calendar year, said sick days will be prorated proportionately to the year and in accordance with the balance of this Article.

Section 2.

Fifty (50%) percent of the 1st four sick days granted pursuant to Section 1, that are unused in any calendar year shall be paid for by the Employer at the employee's regular rate of pay on or immediately after the first pay period in January of the following calendar year. Said employee may elect to place said 1st four days, or remaining portion thereof, in his personal accumulation, pursuant to Section 3, however once placed in the personal accumulation the employee will never receive pay for these days and they become subject to all conditions of Section 3.

Section 3.

Upon execution of this contract, each employee shall receive accumulated sick days, pursuant to the attached list. These days shall be used only upon prior approval from the Judge, for legitimate medical reasons of the specific employee. The Judge shall exercise reasonable discretion in allowing, or disallowing an employee to use their personal sick days. This accumulation may have the full nine (9) sick days per year, added if none are used or paid for, up to ninety total days. All of these accumulated sick days will be lost with no pay upon termination of employment for any reason.

Section 4.

The Judge may require a doctor's statement for any days used from the accumulated sick days to verify the inability of the employee to work.

Section 5.

A long term disability Insurance coverage shall be effective after ninety (90) continuous calendar days of disability through and including the employee's sixty-fifth (65th) birthday or date of return to work, whichever comes first, subject to the requirements of the Insurance Carrier. The long term disability insurance coverage shall provide for sixty (60%) percent of the employee's regular gross earnings, and an employee must use the long term disability when it becomes available,

Article 13

BEREAVEMENT LEAVE

A. An employee shall be allowed up to five (5) working days at the discretion of the Judge or the employee's supervisor, with pay as funeral leave days, not to be deducted from sick leave days, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife, husband, children, step-children, parents-in-law, grandparents, grandchildren, or step-grandchildren.

ACCUMULATED SICK DAYS

(See Article 12, Section 3)

Al Anderson	09/11/78	20 days
Barb Beach	02/17/87	4 days
Jean Flagg	11/09/81	14 days
Karen Kirkland	06/27/88	3 days
Marcia Kurrle	03/31/80	16 days
Eileen Mark	03/01/82	12 days
Jonie Mitts	03/24/86	6 days
James Pratt	02/19/85 - 1 yr. leave	6 days
Marla Ream	03/03/86	6 days
Sandra Sack	03/31/80	16 days
Helen Sisco	01/01/83	12 days
Patricia Stevens	01/09/75	20 days
Delores Sutliff	02/17/81	14 days
Jacqueline Vogl	08/02/82	12 days
Linda Watson	06/02/80	8 days (16 - 1/2 days)
Michael Wesseldyk	11/20/78	20 days

B. Any employee selected to be a pallbearer for a funeral will be allowed up to one (1) funeral leave day with pay, not to be deducted from sick leave days.

C. An employee shall be allowed up to one (1) working day with pay as a funeral leave day, not to be deducted from sick leave days, for the death of another person other than those included above, at the discretion of the Judge.

Article 14

PERSONAL LEAVE DAYS

Each full-time employee paid on an annual basis may be allowed personal leave subject to the following:

1. Persons with at least one (1) year of continuous service by December 31st of any year shall be credited with three (3) personal leave days subsequent calendar year.
2. Persons with less than twelve (12) months continuous service during the prior year shall be granted one (1) personal leave day at the completion of each four (4) months continuous service up to a maximum of three (3) within any calendar year until he/she has passed his/her first anniversary date, at which time #1 above shall apply on subsequent years.
3. Personal leave days shall not be cumulative or reimburseable upon termination.
4. Personal leave may be taken in increments of one (1) hour.

Article 15

LEAVE LIMITS

The least amount of time recorded for any kind of leave (except sick leave and personal leave time) shall be one-quarter day. A quarter-day will consist of one-quarter (1/4) the number of hours normally worked on the day the leave is taken.

ARTICLE 16

WORKER'S COMPENSATION

A. Each employee shall be covered by the applicable Worker's Compensation Laws.

B. In the event an employee is injured in the course of their employment, the employee shall be entitled to and receive the difference between their regular rate of compensation and any benefits paid through Worker's Compensation Insurance for a period of time not to exceed 26 weeks in order that the employee will receive his/her full salary.

Article 17

OVERTIME COMPENSATION

An employee may be required to work overtime. Overtime is defined as work beyond forty (40) hours in a work week which is authorized in advance by the employee's supervisor. Overtime shall be paid at the rate of time and one-half for hours worked over forty (40) or as established by past Court policy. Services required of an employee on weekends or legal holidays shall permit the employee to request absence from regular work hours at the rate of double time.

Compensatory time off in lieu of overtime pay may be scheduled and exercised with the prior approval of the Court.

If use of accrued compensatory time by a particular employee is not feasible due to the needs of the office, the Court may, in its sole discretion, approve payment of the compensatory time at the employee's hourly rate of pay.

Article 18

PENSION

All employees shall be authorized and eligible for benefits as provided by the present pension plan adopted by Shiawassee County for its employees; known as the Michigan Municipal Employee's Retirement Acts, C-1 Plan, as amended.

Effective January 1, 1984, the Court shall pay one hundred (100%) percent of the cost of the above-stated Pension Plans, either directly or indirectly through the Shiawassee County Clerk's Office, as a result, employees will not be required to contribute to the Pension Program.

The Pension Programs are subject to the applicable statutes, rules, and regulations of the Michigan Municipal Employee's Retirement System.

Article 19

INSURANCE

A. Health & Hospitalization

Each employee, regularly working seventy-five (75%) percent of the standard work period as set forth in this Agreement, shall be provided full family medical insurance coverage, the plan to be Blue Cross/Blue Shield, MVF-1, Comprehensive Hospital Care, semi-private room, 65 Group Benefits Certificate, D-45 NM, FSA, SD, PD-EL, COB, FC, GCP-D, and \$3.00 co-pay prescription drug rider. The Court, either directly or indirectly through the Shiawassee County Clerk's Office, shall pay the full premium for the above-stated insurance coverage. The Association recognizes that the County also offers comparable alternate Health Insurance Plans.

No employee shall be eligible for double health insurance coverage where their spouse also works for the County or any of its departments. Under such circumstances, there shall only be one health insurance coverage for the employee and their spouse must make an election as to who will be the primary insured. If the employee's spouse is covered under a collective bargaining contract that does not permit the above, then the employee covered by this contract cannot be the primary insured.

All employees who are eligible for health insurance under their spouses (employed other than county) shall have the option of withdrawing from the above coverage (19.0) and receiving in lieu thereof \$700 annually on a pro rata basis. Said amount shall be payable at the end of the year and is pro rated if a participating employee should terminate prior to completing one year.

B. Dental

Each employee, regularly working seventy-five (75%) percent or more of the standard work period as set forth in this Agreement shall be provided coverage under Delta Dental Insurance, Plan D, (commonly known as 50/50 for Class I and II benefits). The Court, either directly or indirectly through the Shiawassee County Clerk's Office, shall pay the full premium for the above-stated coverage.

The Court may offer to the employees comparable alternate insurance coverage by insurance carriers other than those listed above in lieu of coverage by the above-named carriers without jeopardy to this Agreement.

C. Life

Each employee, regularly working seventy-five (75%) percent or more of the standard work period set forth in this Agreement, shall be provided a \$10,000.00 Term Life Insurance Policy and a \$10,000.00 Accidental Death and Dismemberment Policy so long as the employee is employed by the Court. The Court, either directly or indirectly through the Shiawassee County Clerk's Office, shall pay the full premium for the above-stated insurance coverage.

D. Grandfather Clause

This policy change does not apply to or affect the validity of individual health insurance benefits otherwise within the purview of

Article 19, which were vested prior to the effective date of this Article governing such benefits. Specifically, Mrs. Linda Watson, the Assistant County Guardian, shall continue to receive complete health, dental, and life insurance benefits.

Article 20

LONGEVITY

Each full time employee, employed by the Court prior to October 11, 1984 shall be entitled to and receive longevity payments on their individual anniversary dates in accordance with the following schedule:

Four through Seven Years Service	\$240.00 per year
Eight through Eleven Years Services	\$360.00 per year
Twelve through Fifteen Years Service	\$480.00 per year
Sixteen or more Years Service	\$600.00 per year

Part-time employees, employed by the Court prior to October 11, 1984 shall also be entitled to longevity payments which are to be made on a pro-rated basis for the percentage of the standard work period regularly worked by that employee, on the employee's employment anniversary date. All Court employees employed after October 11, 1984 shall not be entitled to longevity payments.

Longevity payments shall be made upon completion of the employee's anniversary year in addition to the employee's regular salary and in addition to any salary increase.

Leaves of absence in excess of ninety (90) calendar days shall be deducted from employment time credited for purposes of longevity only.

Article 21

LEAVES OF ABSENCE

Unpaid leaves of absence may be granted at the discretion of the Judge, an unpaid leave of absence may be granted to any bargaining unit member

upon application in writing to the Judge. An unpaid leave, if granted, shall not result in loss of seniority, and upon return from such leave, a bargaining unit member shall be placed at the same position, if possible.

Such leave may include, but are not limited to:

1. Serving in any elected or appointed position.
2. A leave for the purpose of child care, the leave period may be for up to one (1) year.
3. A leave may be granted to an employee for the prolonged illness of a member of the employee's immediate family.
4. A leave may be granted to an employee, upon application, for the purpose of engaging in study at a college or university.

An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time, include, but are not limited to, vacation, sick leave, health insurance, holidays, and retirement. Employees wishing to continue health insurances during an unpaid leave may do so by paying the premiums to the Employer.

Article 22

PROFESSIONAL TRAINING

Costs for professional training required by the Court or required by the State of Michigan, and approved by the Court, shall be paid as agreed in each individual case from the Court annual budget.

Article 23

CLASSIFICATION AND PAY LEVELS

The following classifications of employees are to be placed on the appropriate pay grade levels of the following salary schedule and advance according to seniority defined as follows: Seniority is defined as length of continuous service with the employer since the employee's most recent date of hire. The computation of all benefits shall be based on the above definition of seniority unless otherwise specified.

Level 4	Deputy Probate Register Deputy Juvenile Register
Level 6	Assistant County Guardian Assistant Juvenile Register Assistant Probate Register Account Processor II/Deputy Juvenile Register
Level 8	County Guardian Juvenile Register
Level 9	Caseworker
Level 10	Caseworker I Caseworker I
Level 12	Senior Caseworker Senior Caseworker

The Juvenile Register, due to restructuring of the Juvenile Division will have a wage freeze for this entire contract, however, said position shall receive any and all other contractual benefits. If this position is ever vacated, the Judge shall reserve the option to reclassify this position.

In the event that a new position is created during the term of this Agreement, the Court shall determine the pay level of such new position with due consideration given to the then current job classifications and pay grade levels. The Court shall not transfer an employee to a position with a lower pay grade scale unless that employee's previous job classification or position is terminated, in which case the employee shall immediately assume the lower pay grade level.

Effective September 15, 1988, all employees shall receive the entitled salary adjustment as per the November 1, 1987 through October 31, 1990 Agreement.

On or after January 1, 1985, the Court, in its sole discretion, may evaluate and raise the pay level of any or all of the employee job classifications set forth above, as the Court deems appropriate to make such grade levels comparable to those for employees of other Courts in Shiawassee County.

SALARY SCHEDULE

November 1, 1987 through October 31, 1988

	START	6 mo.	1 yr.	2 yr.	3 yr.
01	10,939.00	11,298.00	11,654.00	12,370.00	13,073.00
02	11,078.00	12,096.00	12,487.00	13,268.00	14,047.00
03	12,520.00	12,943.00	13,364.00	14,211.00	15,088.00
04	13,353.00	13,821.00	14,288.00	15,224.00	16,163.00
05	14,270.00	14,775.00	15,284.00	16,305.00	17,339.00
06	15,245.00	15,804.00	16,364.00	17,482.00	18,601.00
07	16,326.00	16,935.00	17,547.00	18,768.00	19,997.00
08	17,526.00	18,192.00	18,855.00	20,186.00	22,748.00
09	18,752.00	19,486.00	20,214.00	21,676.00	23,153.00
10	20,076.00	20,884.00	21,690.00	23,297.00	24,896.00
11	21,496.00	22,373.00	23,250.00	25,006.00	26,761.00
12	22,352.00	23,292.00	24,210.00	26,071.00	27,810.00
13	24,583.00	25,637.00	26,690.00	28,791.00	30,893.00
14	26,384.00	27,574.00	28,663.00	30,874.00	33,246.00

November 1, 1988 through October 31, 1989

	START	6 mo.	1 yr.	2 yr.	3 yr.
01	11,267.00	11,637.00	12,004.00	12,741.00	13,465.00
02	11,410.00	12,459.00	12,862.00	13,666.00	14,468.00
03	12,896.00	13,331.00	13,765.00	14,637.00	15,541.00
04	13,754.00	14,236.00	14,717.00	15,681.00	16,648.00
05	14,698.00	15,218.00	15,743.00	16,794.00	17,859.00
06	15,702.00	16,278.00	16,855.00	18,006.00	19,159.00
07	16,816.00	17,443.00	18,073.00	19,331.00	20,597.00
08	18,052.00	18,738.00	19,421.00	20,792.00	23,430.00
09	19,315.00	20,071.00	20,820.00	22,326.00	23,848.00
10	20,678.00	21,511.00	22,341.00	23,996.00	25,643.00
11	22,141.00	23,044.00	23,948.00	25,756.00	27,564.00
12	23,023.00	23,991.00	24,936.00	26,853.00	28,644.00
13	25,320.00	26,406.00	27,491.00	29,655.00	31,820.00
14	27,176.00	28,401.00	29,523.00	31,800.00	34,243.00

SALARY SCHEDULE

November 1, 1989 through October 31, 1990

	START	6 mo.	1 yr.	2 yr.	3 yr.
01	11,605.00	11,986.00	12,364.00	13,123.00	13,869.00
02	11,752.00	12,833.00	13,248.00	14,076.00	14,902.00
03	13,283.00	13,731.00	14,178.00	15,076.00	16,007.00
04	14,167.00	14,663.00	15,159.00	16,151.00	17,147.00
05	15,139.00	15,675.00	16,215.00	17,298.00	18,395.00
06	16,173.00	16,766.00	17,361.00	18,546.00	19,734.00
07	17,320.00	17,966.00	18,615.00	19,911.00	21,215.00
08	18,594.00	19,300.00	20,004.00	21,416.00	24,133.00
09	19,894.00	20,673.00	21,455.00	22,996.00	24,563.00
10	21,298.00	22,156.00	23,011.00	24,716.00	26,412.00
11	22,805.00	23,735.00	24,666.00	26,529.00	28,391.00
12	23,714.00	24,711.00	25,684.00	27,659.00	29,503.00
13	26,080.00	27,198.00	28,316.00	30,545.00	32,775.00
14	27,991.00	29,253.00	30,409.00	32,857.00	35,270.00

Article 24

TRANSPORTATION

A. Effective September 15, 1988, the mileage reimbursement shall be at the IRS rate and will be paid to employees who are required to use their own vehicles while engaged in performance of their job.

B. All employees required to use their own automobiles in the performance of their job duties shall be provided additional insurance coverage above and beyond the employee's personal insurance coverage, to the extent of the limitations set forth in the County's self-insured Michigan Municipal Risk Management Authority Policy. The Court agrees to hold the employees harmless from any and all claims and costs for an individual who uses his/her automobile for Court/County business, unless the claims are based on wilful negligence by that employee.

Article 25

LAYOFF

If in the event the Court determines to lay off Court employees, the Court shall notify affected employees thirty (30) days prior to the layoff date. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled.

An employee who is laid off may displace the least senior employee of the Association in any job classification in an equal or lower pay grade, provided he/she has the immediate ability to do the assumed job functions as determined by the Judge. This procedure shall be applied for each employee replaced or transferred by the application of this Article until that employee is transferred or laid off. Each employee who transfers in accordance with

this procedure shall be considered a probationary employee for that position and subject to Article 5 of this Agreement.

Individuals on lay off will be notified, in writing, at their last known address, if recalled to employment. Said recall shall occur inversely to the order of the layoff. In the event the employee fails to make himself/herself available for work at the end of five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

Article 26

GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES; WORK ASSIGNMENTS

A. The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies. These positions include but are not limited to; Co-op students, JTPA persons, social service referrals, Youth Corps., etc. Such persons shall not be covered by this contract unless specifically required by the funding source.

B. The Employer reserves the right to hire persons to perform work on a temporary basis and to pay them by wages only without any fringe benefits. They shall not be covered by the terms of this contract.

Article 27

SAVINGS CLAUSE

If any provision of this Agreement is found invalid by operation of law or by any tribunal or Court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 28

TERMS OF THIS AGREEMENT

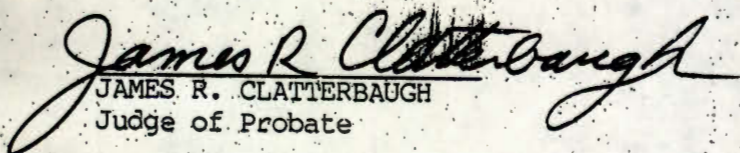
This Agreement shall become effective upon execution by the parties, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of October, 1990.

Upon the written request of either party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

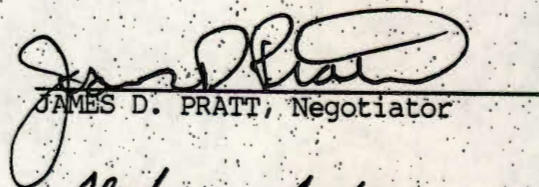
In the event that a successor Agreement is not executed on or before November 1, 1990, this Agreement shall be extended and held to be in full force and effect, without jeopardy to the retroactivity of the successor Agreement, until such successor Agreement is ratified.

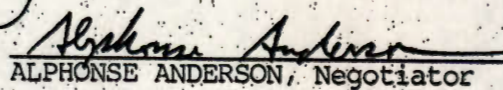
IN WITNESS WHEREOF, the parties have set their hands and seals
this 15th day of September A.D., 1988.

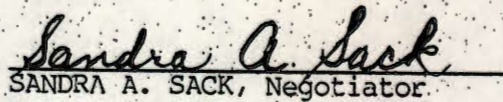
SHIAWASSEE COUNTY PROBATE
COURT


JAMES R. CLATTERBAUGH
Judge of Probate

PROBATE COURT EMPLOYEES
ASSOCIATION


JAMES D. PRATT, Negotiator


ALPHONSE ANDERSON, Negotiator


SANDRA A. SACK, Negotiator