

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHIPPEWA COUNTY PROBATE COURT

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL 1552 OF MICHIGAN, #25 (AFSCME)
PROBATE COURT EMPLOYEE UNIT**

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AGREEMENT

This Agreement is entered into on this 1st day of January, 2008 between the Chippewa County Probate Court Judge (hereinafter referred to separately as **EMPLOYER**), and Probate Court Employees Local 1552 affiliated with the American Federation of State, County and Municipal Employees, Michigan Council #25, AFL-CIO (hereinafter referred to as **UNION**).

PURPOSE AND INTENT

- a. General Purpose. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the **EMPLOYER**, and employees, and the **UNION**.
- b. Proper Service. The parties recognize that the interest of the community and the job security of the employees depend upon the **EMPLOYER'S** success in establishing a proper service to the community.
- c. Cooperative Relations. The **EMPLOYER** and the **UNION** encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 LANGUAGE

- a. Meaning of Words. Unless otherwise defined in the Agreement, all words shall connote their common meaning.
- b. Headings. The headings used in the Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.
- c. Pronouns. Wherever, in this Agreement, the masculine or feminine pronouns Aman, men, he, she, or related pronouns may appear, either as words or as parts of words, they have been used for literary purposes and are meant in their generic sense.
- d. Communications. Unless otherwise provided, wherever in this Agreement the term Employer is used in a communications context, such communication shall be directed to the Employer or designee. Similarly, wherever the term Union is used such communication shall be directed to the Chapter Chairperson unless otherwise provided.

ARTICLE 2 RECOGNITION

- a. Recognition. Pursuant to and in accordance with all applicable provisions of Public Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment for the term of the Agreement of the employees of the Employer included in the bargaining unit described below:

Probate Register, Deputy Probate Register.

- b. Full Time Employees. Full time employees as recognized in Article 2, Subsection a, above, shall be covered by and subject to all provisions of the Agreement unless specifically excluded. The term full-time employee as used in this Agreement shall mean all hourly employees employed by the Employer and recognized by this Agreement who perform bargaining unit work activity for more than 2080 hours per year.
- c. Temporary Employees. A temporary employee is defined as an employee hired to augment the work force seasonally or during periods of peak workload or to replace full-time employees on leaves of absence. Temporary employees shall not be eligible for Union membership.
- d. Part-Time Employees. A regular part-time employee is not a member of the bargaining unit and shall:
 - 1. Receive his straight time regular hourly rate of pay for all hours worked in accordance with his position on the Employer's salary schedule.
 - 2. Upon completion of the number of hours worked equivalent to the completion of the probationary period for a full-time employee occupying the same classification, he shall receive his initial step increase on the salary schedule. Thereafter, further step increases shall be granted whenever the employee has worked the necessary hours equivalent to the full time requirements for his classification.
 - 3. A part time employee shifting to full-time employment may, at the discretion of the Employer, be required to fulfill a three (3) month probationary period.
 - 4. A part time employee shall have no benefits other than those specifically set forth in this Section.
 - 5. Any current full-time employee who is reduced to part-time status during the life of this Agreement shall continue to receive benefits on a pro-rated basis. The employee shall be responsible for payment of the balance of the pro-rated cost.

**ARTICLE 3
UNION SECURITY**

- a. Representation Fees for Union Members. Employees covered by the Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of the Agreement.
- b. Representation Fees for Non-Union Members. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement.
- c. Employees Entering Bargaining Unit. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their

employment with the unit.

- d. Employer Held Harmless. It is further agreed that the Union shall defend, indemnify, and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of the initiation fees, dues, collection or agency initiation dues, as herein or hereafter provided.

ARTICLE 4 DUES/INITIATION FEES

- a. Wage Deductions. The Employer agrees to deduct from the wages of any employee all Union membership dues, initiation fees or representation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix B), provided, that the said form shall be executed by the Employee. The written authorization for Union dues or representation fee deduction shall remain in full force and in effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination must be given both to the Employer and the Union. Any new, rehired, reinstated or transferred bargaining unit employee will complete the dues or representation fee authorization form within five (5) working days of the first date of employment.
- b. Determination of Fees. Dues and fees will be authorized, levied, and certified in accordance with accordance with the constitution and by-laws of the Local Union. The amount of initiation fee and dues shall be certified to the Employer by the Secretary-Treasurer of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees. The Employer agrees to provide this service without charge to the Union.
- c. Informational Packet. The Employer will provide to each newly hired employee an informational packet prepared jointly by the employer and the union.
- d. PEOPLE Check off. The Employers agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deduction have been made and the amount deducted during the period covered by remittance.

ARTICLE 5 REMITTANCE OF DUES AND FEES

- a. Payroll Deduction Effective Date. Deductions under all properly executed authorizations shall become effective at the time the authorization card is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

- a. Remittance of Funds. Employee deductions for any calendar month shall be remitted to the Secretary/Treasurer of AFSCME/AFL-CIO Michigan Council 25, 1034 N. Washington Avenue, Lansing, Michigan 48906 not later than ten (10) working days following the end of said month.
- b. Employee List Provided to the Union. The Employer shall additionally indicate the amount deducted and notify the Local 1552 Treasurer of the names and addresses of employees who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous months remittance of dues.

**ARTICLE 6
UNION REPRESENTATION**

- a. Designation of Officers. The Employer recognizes the right of the Union to designate a Unit Chapter Chairperson and one Steward per unit upon the execution of this Agreement. Once the Unit Chapter Chairperson and Unit Stewards are selected, their names will be submitted to the Employer.
- b. Authority of the Unit Chapter Chairperson. The authority of the Unit Chapter Chairperson for purposes of this contract shall include:
 - 1. The investigation and presentation of grievances in accordance with the provisions of the grievance procedure.
 - 2. The transmission of such messages to management and information which shall originate with and is authorized by the Local Union or its officers; provided such messages and information:
 - a. Have been reduced to writing or where necessary, presented verbally.
 - b. The Unit Chapter Chairperson may be excused from regular work assignments for the purpose of grievance investigation upon obtaining prior approval from the manager or his/her designee. The Unit Chapter Chairperson shall complete grievance investigations as quickly as possible and in such a manner so as to not interfere with the performance of work of other employees. Reasonable requests for grievance investigation will not be denied.
- c. Authority of the Unit Stewards. The authority of the Unit Stewards for purposes of this contract shall include:
 - 1. The investigation and presentation of grievances within the Steward's unit, in accordance with the provisions of the grievance procedure.
 - 2. The transmission of such messages to the Unit Chapter Chairperson; provided such messages and information:
 - a. Have been reduced to writing or where necessary, presented verbally.
 - b. The Unit Steward may be excused from regular work assignments for the purpose of grievance investigation upon obtaining prior approval from the

manager or his/her designee. The Unit Steward shall complete grievance investigations as quickly as possible and in such a manner so as to not interfere with the performance of work of other employees. Reasonable requests for grievance investigation will not be denied.

ARTICLE 7 UNION NEGOTIATING COMMITTEE

- a. Membership. Employees covered by this Agreement may be represented in negotiations by a maximum of two (2) negotiating committee members in addition to the President of Local 1552 and the Council 25 Union Representative. Upon their appointment, the Employer shall be notified in writing of the names of the members of the negotiating committee and their alternates, if any. The Employer shall be promptly notified in writing of any changes in the negotiating committee as they occur during the term of this Agreement.
- b. Negotiation Sessions. All negotiation sessions by the parties shall commence at a time mutually agreeable.
- c. Compensation. Members of the negotiating committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations; provided, however, that preparation for negotiations and meetings with bargaining unit members shall be conducted outside of working hours, unless authorized by the Employer.
- d. Meeting Facilities. The employer agrees to furnish a conference or meeting room in either the Courthouse, City/County Building or Courthouse Annex for union meetings upon prior request of union without charge. The union agrees that such access shall be subject to operational or security measures established and enforced by the Employer.

ARTICLE 8 EMPLOYER RIGHTS

- a. Employer Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions, and authority of management to manage the operations of the Employer except as abridged by the terms of this Agreement. Furthermore, its judgment in respect to the interpretation and administration of the provisions of this contract is subject to the Grievance Procedure unless herein specifically modified or excluded. These management rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to determine all matters pertaining to the services to be furnished by the Employer including the methods, procedures, means, employees or contractors, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work; to hire and reduce or increase the size of the work force; to adopt, modify or amend its budget or any appropriation; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities, and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and

change work schedules; to provide and assign relief personnel and to continue and maintain its operations as in the past.

- b. Delegation. No policies or 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.

ARTICLE 9 SPECIAL CONFERENCES

- a. Scheduling. Special conferences for important matters of mutual concern may be scheduled by mutual agreement. Such meetings shall be between the Unit Chapter Chairperson and the Employer, and may be represented by a representative of Council #25. A proposed agenda of the matters to be taken up at the special conference shall be submitted at the time a special conference is proposed by the parties, discussion at the conference will be confined to those topics included in the agenda.
- b. Subject Matter. Special conferences shall not be used as a substitute for the grievance procedure provided by this Agreement nor shall a special conference become a substitute for the negotiations process.
- c. Meetings. The Union representatives may meet on the Employer's property for at least one half hour immediately preceding the conference in a room designated by the Employer. The Unit Chapter Chairperson shall be paid at his regular straight time rate of pay for all reasonable time lost from his regularly scheduled hours in order to participate in special conferences; provided, however, that preparation for special conferences with bargaining unit members shall be conducted outside of working hours, unless authorized by the Employer.

ARTICLE 10 GRIEVANCE PROCEDURE

- a. Intent. It is the intent of both parties to this Agreement that the Grievance Procedure set forth herein shall serve as means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within ten (10) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

- STEP 1** If an employee feels he/she has a grievance he/she shall discuss the grievance with the steward.

The steward and/or the grievant may discuss the grievance with the Probate Court Juvenile Officer.

If the matter is thereby not disposed of, it shall be submitted in written form, within the ten (10) day requirement, by the steward to the Probate Court Juvenile Officer and the Probate Court Judge or their designees. All grievances must be in writing and state the specific Articles and Sections of the Agreement alleged to have been violated. Upon receipt of the grievance, both the Probate Court Juvenile Officer and the Probate Court Judge shall sign the steward's copy of the grievance. The Probate Court Juvenile Officer shall give his/her answer to the steward within five (5) working days of receipt of the grievance.

STEP 2. If the Probate Court Juvenile Officer's answer in Step 1 is not satisfactory to the Union, the grievance shall be presented in writing by the Chapter Chairperson to the Probate Court Judge within five (5) working days after receipt of the decision in Step 1. Upon receipt thereof, the Probate Court Judge shall sign and date the Chapter Chairperson's copy. Within ten (10) working days after signing and dating the Chapter Chairperson's copy, the Probate Court Judge shall, if requested to do so by Council #25, meet with the Council 25 Staff Representative and attempt to resolve the grievance. The Probate Court Judge shall respond to the Chapter Chairperson in writing within ten (10) working days after the Step 2 meeting with the Council #25 Staff Representative.

STEP 3. If the dispute remains unsettled and Council #25 wishes to carry the matter further, Council #25 shall, within forty (40) working days of receipt of the Employer's decision in Step 2, file a demand for arbitration with the American Arbitration Association in accordance with their Rules and Procedures. Simultaneously to any filing of a Demand for Arbitration, Council 25 shall provide the Probate Court Judge with a copy of the Demand for Arbitration.

Any arbitration proceeding shall be conducted in accordance with the American Arbitration Association's rules and procedures.

The Arbitrator shall make a judgment based on the express terms of this Agreement, as reasonably applied to the facts of the employee-employer relationship and shall have no authority to add to or subtract from any of the terms of this Agreement. Compensation for and the expenses of the arbitrator shall be borne by the non-prevailing party as determined by the arbitrator. If a party decides to appeal an arbitrator's decision in court, each party must bear its own legal expenses and costs of the appeal.

- b. Time Periods. When reference to days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.
- c. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. Time limits at any step of the grievance procedure may be extended by mutual agreement of both the Employer and the Union; provided the extension is reduced to writing and the period of extension is specified. In the event that the Union or the employee represented by the Union does not timely file a grievance or does not appeal from one step to another within the procedural time limits allowed, the grievance shall be considered as dismissed or settled on the basis of the Employer's last answer. Failure of the Employer to respond within the time limits shall be considered a denial of the grievance and it may be automatically advanced to the next step.
- d. Settlements. The grievance procedure shall stop at any point when the parties reach a satisfactory settlement. The settlement of any grievance shall be reduced to writing and signed by the employee, representatives of the Union and the Employer. Each party involved shall receive a

copy of said signed settlement agreement. No claim for back wages shall exceed the amount of wages that an employee would have otherwise been entitled to using straight time computation as a basis. Therefore, no claim for back wages may contain a claim for or result in payment of any direct or indirect premium compensation.

- e. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 11 DISCIPLINE, SUSPENSION, AND DISCHARGE

- a. Implementation. The Employer may implement any reasonable methods, general guidelines, etc. for consistent use of discipline, provided employees will be disciplined only for just cause. The Union will be given a copy of any formal disciplinary procedure used by the Employer.
- b. Progressive Discipline. The principle of progressive discipline will be followed, the degree of discipline dependent upon the nature of the offense. For minor offenses such procedures will include verbal warning, written warning and suspension prior to discharge; major offenses may result in immediate written warning, suspension or discharge.
- c. Time Limits. Disciplinary action, other than suspension or discharge, will be taken within one (1) week after the Employer's awareness of the events upon which such discipline is based, unless, during such period, the Employer notifies the employee and their steward that further investigation is necessary.
- d. Suspension and Discharge. Suspension and discharge shall only be for just cause subject to the grievance procedure with the employee having the right to provide a defense against any and all charges. An employee may be suspended with or without pay on a case by case basis and subject to discharge or suspension pending an investigation and meeting between the Employer, the employee and Union representative.
- e. Notification. Upon discharge or suspension of employees, the Employer agrees to promptly notify the affected employees and their stewards. Such notice shall be in writing and shall contain the reasons and underlying facts, for the discharge or suspension.
- f. Grievances. Grievances involving discipline short of suspension/discharge shall be submitted at Step 1; grievances involving suspension or discharge shall be submitted to Step 3 of the grievance procedure within five (5) working days following written notification by the Employer of such disciplinary action.

- g. Prior Infractions. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, except for offenses which have gone to the suspension stage which will be held for two (2) years.

**ARTICLE 12
COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, less compensation received from other sources.

**ARTICLE 13
PROBATIONARY EMPLOYEES**

- a. Probationary Employees. Newly-hired employees shall be considered as probationary employees for the six (6) months of their employment. When an employee completes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period.
- b. Rights and Benefits. The rights and benefits afforded under this contract shall commence upon successful completion of the probationary period, except health insurance coverage shall be governed by Article 22a of this Agreement, and sick leave shall be afforded thirty (30) days from the hire date. During the probationary period, an employee shall be at will and may be disciplined or discharge with or without cause. The Union shall not represent probationary employees with respect to disciplinary matters and there shall be no recourse to the grievance procedure by either the employee or the Union during this period.

**ARTICLE 14
SENIORITY**

- a. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position.
- b. Seniority Lists. The Employer will provide a current seniority list to the Chapter Chairperson semi-annually by January 15 and July 15. The seniority list will indicate the employee's name, date of hire, job classification and department for all employees covered by this Agreement. The seniority list shall not be affected by the age, race, creed, sex, or marital status of the employee.
- c. Loss of Seniority. An employee's seniority and employment relationship with the Employer shall automatically terminate for any of the following reasons:
 - 1. If he quits or retires;
 - 2. If he is terminated or discharged for just cause;
 - 3. If he is absent from work for two (2) consecutive working days, unless an acceptable excuse is presented;
 - 4. If he fails for two (2) consecutive working days to notify the Employer that he will not be reporting for work, unless an acceptable excuse is presented;

5. If he fails to return on the required date following an approved leave of absence, vacation or disciplinary layoff, unless an acceptable excuse is presented;
 6. If he fails to report for work within five (5) working days, ten (10) days if working, following notification of recall by certified mail, return receipt requested, sent to his last known address;
 7. If he fails to inform the Employer within two (2) working days following receipt of notification of recall that he intends to return to work for the Employer.
 8. If he makes an intentional false and material statement on his employment application or on an application for leave of absence;
 9. If he has less than five (5) years seniority at the time of layoff and has been on layoff status for a period of one (1) year.
 10. If he has five (5) or more years seniority at the time of layoff and has been on layoff status for a period of two (2) years;
 11. If he has been on leave of absence, including a sick or worker's compensation leave, for a period of one (1) year, however, an employee who has five (5) or more years seniority at the time either a sick or workers' compensation leave commenced shall not lose his seniority until he has been on such a leave for a period of two (2) years. An employee may request an additional one (1) year extension with the approval of the Employer;
 12. If he is convicted or pleads guilty or nolo contendere to a felony.
- d. Transfer to a Non-Bargaining Unit Position. If an employee covered by this Agreement is or was in the past permanently transferred or promoted to a non-bargaining unit position with the Employer he shall retain his seniority as of the date of the transfer or promotion and he shall, for a period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the non-bargaining unit position. During the first six (6) months immediately following an employee's transfer or promotion to a non-bargaining unit position, the Employer may demote the employee to his former classification or the employee may request in writing to be relieved of his former classification. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not an employee be returned to the bargaining unit. Should an employee be returned to the bargaining unit, his seniority shall be reinstated upon the date of his return and he shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of nine (9) months, his bargaining unit seniority shall be canceled and he shall no longer be permitted to return to the bargaining unit with seniority.

ARTICLE 15 LAYOFF AND RECALL

- a. Definition. The word "layoff" means a temporary or permanent reduction in the work force. For purposes of this Article, seniority shall be determined on a bargaining unit basis.
- b. Notification. In the event of a layoff, the Employer shall notify the Chapter Chairperson as soon as practical, but in no case less than ten (10) working days prior to the effective date of the layoff, of the number of employees scheduled for layoff, their names, seniority date, job titles and work

location. Employees to be laid off will receive at least ten (10) working days notice of layoff. The notification provisions of this paragraph shall not apply to specially funded positions if their funding should be terminated.

- c. Seniority. When there is a reduction in the work force, employees within the bargaining unit will be laid off and recalled in accordance with their unit-wide seniority (least senior to be laid off first, most senior to be recalled first), their possession of the required minimum qualifications, and their ability to perform the work available.
- d. Bumping Rights. When an employee is laid off or his position is eliminated within the bargaining unit, such employee shall have five (5) working days following receipt of notification of elimination of his job within which he may bump from their job any employee with less seniority within the bargaining unit, providing he meets the minimum qualifications of the job, is physically able and possesses sufficient skill and ability to satisfactorily perform the work within a ninety (90) day probationary period. An employee so bumped may follow the same procedure.
- e. Overtime. There shall be no regularly scheduled overtime as a result of a layoff unless mutually agreed to by the Employer and the Union.
- f. Recall. In the event of recall, ten (10) days notice mailed or delivered to his/her last known address shall be made. In the event the employee fails to return to work within ten (10) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

ARTICLE 16 VACANCIES

- a. Time Limit. All vacancies subject to this Agreement shall be filled within 120 working days, except during a hiring freeze declared by the Employer. The Employer will provide written notice of a hiring freeze to the Chapter Chairperson.
- b. Posting. All vacancies shall be posted, by the Employer, for a period of 5 working days, setting forth the classification, duties, pay-grade, starting date/time, and minimum qualifications. Vacancies shall be posted in a conspicuous place on bulletin boards in each building housing unit employees. The term vacancy shall include both existing and new positions. Employees on an employer-approved leave of absence shall be notified, in writing, of any vacancy when posted.
- c. Awarding of Positions. All posted positions shall be awarded to the bargaining unit employee ranking highest on the seniority list who applies and possesses the minimum qualifications. If no bargaining unit employee applies or is qualified, employees within the bargaining unit will be considered for the vacant position provided they apply within the posting period. Said consideration will be given prior to advertising outside. An employee who is promoted to another classification or transferred will be given a reasonable trial period, but not to exceed ninety (90) days to demonstrate in actual work performance whether he has the ability to perform the work. If he does not have the ability to perform the work, he will be returned to the position from which he was promoted and given written notice of the reason. A copy of the notice will be sent to the employee's steward.
- d. Employees on Lay-off. In the event an employee who is on lay-off returns pursuant to Article 15 and his original position is posted, said employee must apply within the posting period if he wishes

to return to his original position. An employee applying under these circumstances will be returned to his original position in favor of all other applicants.

- e. Temporary Assignments. Assignments within bargaining unit for the purpose of filling temporary vacancies shall be made by the Probate Court Judge. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancies. During any posting period in which employees are being considered for a promotion, the Employer may fill a regular job opening on a temporary basis.
- f. Employee Applications. The Employer will date all applications when received by an employee. Only applications providing all requested information and received by the Employer within the posting period will be considered by the Employer. An employee who does not provide all requested information or deliberately falsifies information may be disqualified.
- g. Availability. An employee applying for a vacant position must be at work or otherwise available following the closing date of the posting period and during the period when applicants are being considered. If an applicant is not at work or otherwise available to be considered, the applicant may be disqualified, except if on approved leave of absence. In all other cases exceptions will be made at the discretion of the Employer.
- h. Trial Period. An employee who is promoted to another classification or transferred will be given a trial period not to exceed ninety (90) days to demonstrate in actual work performance whether he has the ability to perform the work. If he does not have the ability to perform the work, he will be returned to the position from which he was promoted and given written notice of the reason. A copy of the notice will be sent to the employee's steward.
- i. Employee Rejection. Any employee may request within one month following a promotion to be returned to his original position. Upon such request the employee shall be returned to the original position within one month of the request.
- j. Transfer Eligibility. An employee shall not be eligible to transfer or promote more than twice in one year.

ARTICLE 17 JOB RATES

- a. Job Content and Job Description. The Employer shall have the right to establish the job content and job description for all positions within the bargaining unit and to evaluate all positions for the purpose of classifying them into occupational groups and pay grades, provided that the wages for each pay grade in the structure shall be set forth in Appendix A.
- b. New Classifications. If during the term of the Agreement, a new position is created, the Employer shall establish the job description for the new position and the range rate thereto, and shall promptly furnish the Chapter Chairperson with a copy of the job description and the pay rate. Six (6) months after the creation of the new position, and at the request of either the employer or the union, a meeting will be held to evaluate the job description and pay rate. In the event of a dispute at that time the item shall be subject to negotiations. If the parties are unable to agree on the rate, the Employer may implement its last best offer. The Employer's discretion in establishing the job description and the pay rate will not be subject to the grievance procedure.

ARTICLE 18

HOURS OF WORK

- a. Scheduling the Work Week. The normal work week for all permanent full-time employees shall consist of forty (40) hours of work normally performed in the period from Monday through Friday. The normal workday for permanent full-time employees shall consist of eight (8) hours of work, performed on a staggered shift basis between the hours of 8:00 a.m. and 5:00 p.m. exclusive of an unpaid lunch period.
- b. Breaks. All employees shall be eligible to receive one (1) hour of unpaid time and one-half hour of paid time per regularly scheduled working shift to be used for the purpose of lunch and/or rest/break periods. Lunch and rest periods may be staggered by the Employer to accommodate the Employer's efficient operation.
- c. Employer Determination. The Employer shall have the right to determine, establish and modify scheduling and manpower requirements to meet its needs and the public it serves, including staggering starting and quitting times. It is expressly understood that work schedules may be changed whenever operating conditions or economic conditions warrant such change.
- d. Notice to Union. When altering employee scheduling and/or manpower requirements, the Employer agrees, except as hereinafter provided, to give the Union ten (10) working days notice prior to the implementation of any said scheduling or manpower alterations. When, in the Employer's exclusive discretion, an exigent or emergency situation exists sufficient to require an alteration in employee scheduling and/or manpower requirements, the Employer may make any said alterations without prior notice to the Union.
- e. Compensatory Time. Employees may elect to take compensatory time in lieu of overtime payment with advance, written approval of the Employer. Such compensatory time shall be computed at the rate of one and one-half (1 1/2) hours for each hour worked over forty (40) hours per week. Such compensatory time shall not be accumulated in excess of twenty-one (21) total hours. Compensatory time earned shall be utilized by the end of the following pay period in which it was earned.
- f. Overtime. All employees shall be expected to work reasonable amounts of time over forty (40) hours per week upon request. Said extra work must be authorized by the Probate Court Judge.
 1. Employees covered by this Agreement will be paid at the rate of time and one-half (1 1/2) their regular base wage rate of pay for all hours actually worked in excess of forty (40) in any one (1) work week. The Employer agrees not to shorten the work week for the purpose of circumventing overtime.
 2. Time and one-half (1 1/2) an employee's regular base wage rate of pay shall be paid for all hours actually worked on a holiday recognized under this Agreement, plus holiday pay if an employee is otherwise eligible.
 3. Overtime hours shall be divided as equally as possible among employees in the same classification and with the ability to perform the work required within their department.
 4. There shall be no duplication or pyramiding of the premium rates set forth in any Section of this Agreement with any other Section of this Agreement.

- g. Call-out. An employee called out and physically reporting for work shall be guaranteed at least one hour pay at the rate of time and one-half (1 1/2).

**ARTICLE 19
LEAVES OF ABSENCE**

- a. Family Medical Leave Act. The Employer, employees and the Union recognize that they are bound by the Family Medical Leave Act and its amendments and may exercise all rights there-under. The measurer of use for the twelve weeks in a twelve month period under FMLA will be as follows:

The twelve (12) month period is based on the prior twelve (12) months, starting from the date on which an employee uses any FMLA leave. That is, when an employee begins a qualifying FMLA leave, the prior twelve (12) months will determine the remaining weeks of leave time that may be taken.

- b. Personal Leave Days. Four (4) personal days deductible from sick leave, will be granted to employees who qualify for sick leave for the purpose of conducting personal business. Such days shall be non-cumulative and must be requested three (3) days in advance and approved by the department head.
- c. Personal Leave. Employees may be granted an unpaid personal leave if approved by the Employer. Requests for personal leaves shall be in writing, signed by the employee, and given to the Employer. Such requests shall state the reason for the leave and, if approved, shall be signed by the Employer.
- d. Sick Leave and Sickness and Accident Insurance. The Employer agrees to pay the full premium for the short term and long term disability policy for all full time, non probationary employees and for those employees hired before January 1, 2002 who so choose this benefit. The policy takes effect on the first (1st) day of injury and the eighth (8th) day of illness. The benefit level for short-term coverage (12weeks) will be sixty-six and two-thirds percent (66 2/3%) of weekly salary to a maximum benefit of \$500 per week. The benefit level for long term shall be sixty-six and two-thirds (66 2/3%) of weekly salary to a maximum benefit of \$5,000 per month.

Employee's sick leave banks are capped at twenty-four (24) days based on the employees regular hourly schedule. On January 1 of each year, each employee shall be credited with eight (8) sick days equal to the individual employees regularly scheduled work day. At the end of the year, employees who do not have twenty-four (24) days in their sick time bank shall have the unused portion of the eight (8) days credited to their bank so as to bring their bank to twenty-four (24) days. Any unused hours over twenty-four (24) days shall be paid to the employee at 100%. This payment shall occur on the first pay period in January.

Employees are permitted to draw from their accumulated sick leave banks in cases of illness or to make up the difference from the short-term benefit to a maximum of one hundred percent (100%) of regular pay per week.

An employee may utilize sick leave for the purpose of the employee's attendant care or medical appointments of a member of the employee's immediate family. "Immediate family" in such cases will be defined as the employee's spouse, children, parents, parent-in-law, brothers, sisters, and any other dependant person as defined under the Internal Revenue Service Code. Abuse of such policy shall be cause for discipline, up to and including dismissal. An employee shall promptly notify the Juvenile Officer (or designee) of any illness or disability which will prevent said employee from

working. Proof of illness by means of a signed statement from a physician may be requested by the Juvenile Officer for any absence in excess of three (3) days per pay period or one hundred twenty (120) hours per year. Only one such physician statement need be supplied if a chronic condition is indicated.

After having accumulated three (3) years of seniority, employees shall be entitled to payment of one hundred percent (100%) of all unused sick leave upon severance from the employment for any reason except discharge for just cause.

Any employee shall be granted such additional leave of absence without pay as is necessary for the complete recovery from such illness, provided additional leave does not exceed a total of one (1) year.

An employee returning from sick leave will resume the classification and shift previously held, provided said employee can perform the required work.

- e. Bereavement Leave. An employee shall be allowed three (3) working days with pay per funeral for a death in the immediate family. For purposes of this section, immediate family to be defined as follows: parents, parents-in-law, step-parents, spouse, brother, sister, brother-in-law, sister-in-law, children, step-children, grandparents, and grandchildren. An employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay. The Chapter Chairperson or representative shall be allowed one-half (1/2) funeral leave day with pay in the event of a death of a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.
- f. Military Service. Military/reserve leave shall be provided in accordance with applicable law.
- g. Jury Duty. Employees shall be granted time off with pay when called to serve on jury duty. Such employees shall be paid at their regular rate for all hours up to the number of hours in their regularly scheduled work week. In consideration of receiving their regular pay, employees shall assign to the County remuneration received for jury duty during the same period. An employee who reports for jury duty and is dismissed shall report to work for the remainder of the working day. Employees may retain mileage allowance.

**ARTICLE 20
HOLIDAYS**

- a. Recognized Holidays. All full-time employees shall be entitled to the following holidays off with pay providing the employee worked the last scheduled work day prior to, and following, the holiday.

New Years Day	Veterans Day
Martin Luther King Day*	Thanksgiving Day
Presidents Day**	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day after Christmas
Good Friday (from 12:00 noon)	New Years Eve

* 3rd Monday in January

** 3rd Monday in February

- b. Holiday Celebration. When Christmas falls on Sunday, the three (3) days would be taken on Friday, Monday and Tuesday. When Christmas falls on Monday, the three (3) days would be taken on Friday, Monday and Tuesday. When Christmas falls on Friday, the three (3) days would be taken on Thursday, Friday and Monday. When Christmas falls on Saturday, the three (3) days would be taken on Friday, Monday and Tuesday. Should any other holiday fall on a Saturday, Friday shall be considered as the holiday. Should the holiday fall on a Sunday, Monday will be considered as a holiday except as noted.
- c. Holiday Pay. Employees will be paid their current base rate based on their regularly scheduled work day for said holidays. Time and one-half (1 1/2) the base rate shall be paid for all hours actually worked on a holiday, in addition to the regular straight time holiday pay.
- d. Holiday Eligibility. An employee shall be eligible for holiday pay under the following conditions:
 - 1. The employee must work his regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
 - 2. The employee must be on the active payroll as of the date of holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving workers' compensation for more than twelve (12) consecutive months, or on a disciplinary suspension.

**ARTICLE 21
VACATION**

- a. Accrual. For those employees who are full-time, non-probationary employee, the following applicable vacation schedules will apply, providing they have worked the requisite and qualifying number of hours. Vacation days shall equal daily hours worked.

- 1. Eligible employees who were full time, non probationary employees of the Employer hired before January 1, 1996 shall be afforded vacation leave as follows:

<u>Anniversary Date Seniority Required</u>	<u>Maximum Work Days Off Accrued Annually</u>
After one (1) year	5
After two (2) years	10
After six (6) years	15
After twelve (12) years	20
After nineteen (19) years	25

- 2. Eligible employees who were full time, non probationary employees of the Employer hired after January 1, 1996 shall be afforded vacation leave as follows:

Anniversary Date	Maximum Work Days Off
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<u>Seniority Required</u>	<u>Accrued Annually</u>
After one (1) year	5
After two (2) years	10
After six (6) years	15
After twelve (12) years	20

- b. Maximum Consecutive Weeks Off. An employee may take no more than three (3) consecutive weeks off at one time, however an employee may be permitted to take more than three (3) weeks with permission of the Juvenile Officer.
- c. Eligibility. In order to be eligible for vacation benefits, an employee must have actually worked for the Employer during the immediate year preceding the employment anniversary determination date a total of at least 1,560 straight time hours.
- d. Scheduling. Eligible employees may schedule time off for their vacation during the twelve (12) months following the employment anniversary determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally.
 - 1. Requests for vacations shall be made to the employee's immediate supervisor at least thirty (30) days prior to the beginning of the requested vacation period whenever five (5) or more working days are sought. In all other instances, an employee must give a minimum of seven (7) working days advance notice and secure the approval of his/her immediate supervisor before actually using vacation time.
 - 2. In case of conflict between employees who properly submitted their applications for vacation leave, the employee with the greatest seniority shall be given preference, provided, however, in all circumstance, requests for vacation time off in a block of five (5) consecutive working days shall take precedent over vacation requests for a shorter period. Vacation leave shall be considered mandatory, except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his/her vacation if permission is granted by the Employer. A maximum of five (5) days vacation time may be carried into the following year, provided, however, such carry-over vacation time may not be accumulated from year-to-year.
- e. Vacation Pay. Employees are to be paid during their vacation period at the regular base wage rate of pay, excluding all premiums that they are earning at the time they take vacation leave.
- f. Benefit on Termination. On termination of employment, an employee shall be pro-rata compensated for all allowable accumulated and unused vacation leave pay, up to a maximum of twenty five (25) days, in any of the following circumstances:
 - 1. If an employee retires in accordance with the retirement plan currently in effect.
 - 2. If an employee resigns from employment and a minimum of two (2) weeks

advance notice is given.

3. If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.
- g. Illness / Holiday. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation may be rescheduled at the discretion of the Employer. In the event his incapacity continues through the year, he may be awarded payment in lieu of vacation at the discretion of the Employer. When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended by one (1) day.
- h. Pay Advance. If a regular pay day falls during an employee's scheduled vacation, he may receive that check on request before going on vacation provided the Employer is notified at the time of submission of the time sheet for the pay period previous to the one for which an advance is requested.

ARTICLE 22 HEALTH INSURANCE COVERAGE

- a. Health Insurance Plan. The Employer shall make available a group insurance plan covering certain hospitalization, surgical, medical, dental and optical services for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan. The scope of coverage, plan details, and all other terms and conditions of coverage shall be determined by the employer. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the ninetieth (90th) day following the commencement of employment with the Employer in a regularly scheduled full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

The Employer retains the right to change insurance carriers and/or plans provided the coverage remains substantially equivalent to the plan in effect on January 1, 2006. The parties agree that prior to any such changes; the Employer will notify the Union to discuss the changes to be made.

Effective 1/1/2006.

- Mental Health Services 50-50
- Emergency Room \$50.00
- Office visit including chiropractic services \$20.00
- Preventative services \$750.00
- Deductible \$100/\$200. Fixed Co-pays \$500 per member; \$1,000.00 per family
- U.P. Blue Rider
- Drug Rider \$10/\$40 MOPDx1 with contraceptives
- Hearing Aid coverage
- Vision 12-24-12-0\$10/\$10
- Dental 100%/75%/50%/50%

b. Payment of Health Insurance Costs. The Employer agrees to pay the premium for hospitalization and medical insurance coverage for a single subscriber, two person and family coverage for eligible full-time employees who elect to participate in the group insurance plan which shall include dental and optical coverage. Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage.

c. Obligation to Continue Payments. The Employer agrees to pay the required premiums as follows:

1. Six (6) weeks for health insurance while on layoff.
2. Twelve (12) weeks for health insurance while on approved leave of absence other than sick leave.
3. One (1) year for health insurance while on sick leave.
4. Eighteen (18) months for workers compensation leave.

The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work.

d. Other Coverage Provisions. The following provisions shall apply to health insurance coverage.

1. The Employer shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. Employees shall be entitled, on a pro rata basis, to any dividends, refunds, or rebates received by the Employer from the insurance carrier.
2. When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.
3. The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy through any other employer, notwithstanding the circumstances of eligibility, amount or duration of benefit. It shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than coverage provided by the Employer.
4. Should the Employer be obligated by law to contribute to a government sponsored health insurance program, national or otherwise, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel the health benefits or policies offered under this contract.

5. Under no circumstances shall an Employee be entitled to recover more than 100% of such Employee's loss using in whole or in part, insurance policies of the Employer. It is understood and agreed that this is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.

e. Employees Declining Health Care Insurance. Employees who have available health care insurance through an alternate source and elect to drop out of the County's health care plan shall be eligible to receive one thousand five hundred dollars (\$1,500.00) annually in lieu of health care insurance. This shall be paid to the employee in a separate check and upon verification the employee is covered by another health insurance program. This election shall be made on an annual basis and shall be effective for that full year. In the event that an employee loses coverage under the alternative source, they shall be returned to coverage under the County's plan as soon as possible. Spouses of eligible employees shall not be eligible for this benefit.

f. Retiree Benefit. Eligible retirees may remain covered under the same health insurance plan, and under the same terms and conditions, as for current employees, consistent with the following schedule. This benefit shall be subject to the rules of the insurance carrier.

1. Eligible retirees who were full time, non probationary employees of the Employer hired before January 1, 1984 shall be afforded health insurance benefits as follows:

<u>Minimum Years of Service</u>	<u>Minimum Age of Retiree</u>	<u>Percent of Premium Paid</u>	<u>Duration of Premium Payment</u>
20	55	100%	Retiree's Lifetime
15	55	75%	Retiree's Lifetime
10	50	50%	Retiree's Lifetime

2. Eligible retirees who were full time, non probationary employees of the Employer hired after January 1, 1984 shall be afforded health insurance benefits as follows:

<u>Minimum Years of Service</u>	<u>Minimum Age of Retiree</u>	<u>Percent of Premium Paid</u>	<u>Duration of Premium Payment</u>
20	55	100%	15 Years
15	55	75%	10 Years
10	50	50%	5 Years

3. Any eligible employee who retires after five (5) continuous years of service and is at least sixty (60) years of age shall be permitted, at the sole cost and expense of the employee, to continue the health insurance benefit provided by the Employer.

4. Eligible retirees who were full time, non-probationary employees of the Employer hired after June 1, 2005 shall NOT be afforded health insurance benefits, upon retirement. The County will set up a health care savings program, for these employees to participate in, if they choose. This health savings program would be funded by the Employee only.
5. Eligible retirees who receive Health Insurance coverage upon retirement shall receive coverage equal to the active employees, unless otherwise negotiated.

**ARTICLE 23
LIFE INSURANCE**

- a. Eligibility. All full-time employees shall be eligible for basic life insurance policy coverage in the amount of \$30,000. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies issued by the carrier or carriers. Said policy shall provide for double indemnity in case of accidental death. The Employer agrees to pay the required monthly premium for eligible employees.
- b. Premium Payment. The Employer agrees to pay the required premiums for life insurance of an employee while on pregnancy leave, layoff or approved leave of absence to a maximum of one (1) year. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury for a period of up to eighteen (18) months, and who are on a disability leave of absence for a period of up to one (1) year.

**ARTICLE 24
PENSION**

The Employer agrees to provide retirement benefits for all employees under the Municipal Employees Retirement System, Schedule B-3, FAC 3, F55/20. The Employer further agrees to fully fund such contribution for the retirement system, except all employees shall contribute 2% of their gross compensation towards the premium charges.

**ARTICLE 25
WORKER'S COMPENSATION**

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

**ARTICLE 26
UNEMPLOYMENT COMPENSATION**

The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement, in accordance to Michigan statutes.

ARTICLE 27
CAREER DEVELOPMENT

- a. Eligibility and Purpose. Following completion of their probationary period, all full-time employees shall be eligible to participate in the Career Development Program. The purpose of the Career Development Program is to aid and encourage employees to complete approved educational courses which will improve their skills in their present job or to help prepare to advance to targeted positions of greater responsibility within the structure of the Employer.
- b. Career Development Plan. To participate in the Career Development Program, the full-time employee must complete a proposed Career Development Plan detailing all proposed education courses and their relationship to the employee's career goal with the Employer, identifying the targeted position, documenting consultation with the Placement and Career Planning Department of any accredited college or university. The employee submits the completed Career Development Plan to his/her immediate supervisor for Employer authorization and forwards the Career Development Plan to the Administrator for final disposition. To be considered valid, the Career Development Plan must be approved by the Employer, the Administrator, and the Board's Personnel Committee. The Career Development Plan must be completed and fully processed at least six (6) weeks prior to employee's request for career development assistance. Should the Board of Commissioners deem that the financial condition of the County is such they will appropriate a minimum of \$2,400 annually to this program.
- c. Accredited Institutions. To be approved for inclusion in a Career Development Plan education courses shall be taken through an accredited educational institution. In situations where needed education or training is unavailable from an accredited source, exceptions may be made at the discretion of the Employer.
- d. Application Process. To request career development assistance employees make application, on a form provided by the Employer, identifying the specific education course(s) from their Career Development Plan being requested to a maximum of eight (8) credit hours per term/semester. The approval process is as described in Subsection b, above. Notice of approval or rejection of application will be made in writing to the employee.
- e. Reimbursement. Upon successful completion of an approved educational course, the employee shall request the institution at which he/she is enrolled to submit a transcript of grades and a statement of tuition costs to the Employer. Tuition costs will be reimbursed by the Employer if a passing grade is earned. No reimbursement in excess of \$1,200.00 will be paid during any one fiscal year. Reimbursement shall be for tuition specifically, and no other costs are reimbursable under the Career Development Program. Courses are to be taken on the employee's time.
- f. Repayment. Should an employee's employment with the County be terminated for any reason within one (1) year of reimbursement of tuition expenses, such employee will be liable for repayment of tuition reimbursement and such amount will be deducted from the final payroll check.

**ARTICLE 28
COMPUTATION OF BENEFITS**

All hours paid to an Employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement unless otherwise specifically provided.

**ARTICLE 29
PREMIUM PAY**

Employees regularly scheduled to work between the hours of 6:00 p.m. to 8:00 a.m. shall receive a shift premium of 20 cents per hours for hours actually worked during that period.

**ARTICLE 30
ADDRESS CHANGES**

An employee shall notify the Employer in writing of any change in name, address, and telephone number promptly and, in any event, within ten (10) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address and telephone number as shown on his employment record for all purposes involving his employment under this Agreement.

**ARTICLE 31
SUBCONTRACTING**

The Employer has the sole and exclusive right to place production, service, maintenance, or distribution of work with outside contractors and the exercise of said right shall not be subject to the grievance and arbitration provisions of this Agreement. The Employer agrees not to layoff existing personnel in order to subcontract. In the event the Employer decides to contract or subcontract out work it agrees to give the Union ninety (90) days notice, except in cases of emergency and to discuss such decision in a special conference.

**ARTICLE 32
NO STRIKE / NO LOCKOUT**

- a. No Strike Pledge. The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, members of employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage or engage in any strike, walk-out, sympathy strike, picketing of the Employer's buildings, office or premises, slow-down, sit-in or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work or abstain, in whole or in part, from the full, faithful and proper performance of their duties, or any acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's building or premises or at any other location where employees covered by this Agreement are expected to work. Any employee who violates the provisions of Article 32 shall be subject to discipline by the Employer, up to and including discharge.
- b. No Lockout. The Employer agrees not to lock out any employees covered by this Agreement, or prevent bargaining unit members from reporting to work.

**ARTICLE 33
OUTSIDE EMPLOYMENT**

No employee shall work at outside employment which will create a conflict of interest or in any way interfere with the effective discharge of the duties required to satisfactorily function in the position held with the Employer.

**ARTICLE 34
RECORD-KEEPING**

Employees covered by this Agreement may periodically be required to record their time or to other pertinent employment data and to submit such records to the Employer. The Employer reserves the right to require employees to use mechanical means, such as time clocks, for such record keeping purposes.

**ARTICLE 35
UNION BULLETIN BOARDS**

- a. Location. The Employer will provide bulletin boards in the Courthouse and annexed facility thereof wherein AFSCME Local 1552 members are employed, which may be used only by the Union for posting notices pertaining to Union business.
- b. Postings. Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments, or other union business, may be posted on these boards.
- c. Responsibility. The Union is solely responsible for the materials placed on the Union bulletin boards.

**ARTICLE 36
SAFETY AND HEALTH**

- a. Working Conditions. The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.
- b. Safety Committee. The LOCAL may designate a Safety Committee of not more than three (3) employees which will meet with the representatives of the Employer at such times as may be mutually agreed upon for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions. The Union will provide the Employer with a current list of the names of the Safety Committee members.
- c. Cooperative Encouragement. The Union will cooperate with the Employer in encouraging the employees to observe the health, safety and welfare rules and regulations which shall be prescribed by the Employer and to work in a safe manner. The committee shall be of a general advisory nature only with no authority to prescribe policies or penalties.

**ARTICLE 37
DISTRIBUTION OF AGREEMENT**

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer on the first day of hire.

**ARTICLE 38
CAPTIONS**

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

**ARTICLE 39
PERSONNEL POLICIES**

The Employer reserves the right to establish, publish and change from time to time personnel policies, including rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

**ARTICLE 40
SEVERABILITY**

If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

**ARTICLE 41
WAGES**

Attached hereto and marked Appendix A is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Appendix A and the contents thereof shall constitute a part of this Agreement.

**ARTICLE 42
PAST PRACTICE WAIVER**

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understanding, oral or written, expressed or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder, or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement unless otherwise herein expressly excepted, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with

respect to any subject or matter not specifically referred to or covered 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 they negotiated or signed this Agreement.

**ARTICLE 43
SUPERIOR SENIORITY UNDER ADMINISTRATIVE ORDER**

Pursuant to Michigan Supreme Court Administrative Order 1997-6 the following named individuals shall have super seniority as hereinafter defined: Michelle Brosco, David Jones, Susan Wilds, Holly Zaborowski, and Gary McLeod. Such super seniority shall terminate with termination of regular seniority under this contract. Superior seniority hereby allows these named persons, and only these named persons the following rights:

1. To post for appointment to vacancies in the Probate Court Unit under the provisions of this Agreement.
2. To bump into positions in the Probate court Unit in response to a layoff under the provisions of this Agreement.
3. To be recalled into a Probate Court position from which the employee was laid off under the provisions of this Agreement.
4. To be temporarily assigned to a Probate Court position under the provisions of this Agreement.
5. For actions taken under Paragraphs 1- 4 above the, Seniority shall include all time in service in either a Probate or Circuit Court position.
6. To post to Circuit Court positions created under Administrative Order 1997-6 and MCL 600.591, et seq. with super seniority over all others, posting for the position except when measured against any of the named persons in this Article, then seniority shall be measured as in Paragraph 5 above.

**ARTICLE 44
TEMPORARY GOVERNMENTAL PROGRAM EMPLOYEES**

It is hereby understood that the Employer may use students and others whose wages are paid in whole or part by the terms of this Agreement unless the enabling legislation gives them the rights and benefits of regular employees. Further, these employees are not to be used to perform work regularly performed by members of the bargaining unit in such a way as to replace, displace or reduce bargaining unit work. The Chippewa County Board of Commissioners, and the Union, encourages the employment of individuals for the purpose of providing a job site for on-the-job training which is temporary in nature.

**ARTICLE 45
LONGEVITY**

Regular full time employees covered by this Agreement shall receive, in addition to their regular pay, a longevity allowance in accordance with the schedule below.

<u>Years of Service</u>	<u>Rate</u>
4 to 7	\$0.05 per hour
8 to 11	\$0.10 per hour
12 to 16	\$0.15 per hour
17 to 20	\$0.20 per hour
21 and over	\$0.25 per hour

**ARTICLE 46
TERMINATION AND MODIFICATION**

- a. This Agreement shall become effective on the date executed, and shall remain in effect until December 31, 2010.
- b. If either party desires to amend or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same.
- c. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination date.
- d. Amendments. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- e. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the UNION, to 710 Chippewa Square, Marquette, MI 49855; and if to the EMPLOYER, addressed to Chippewa County Probate, Chippewa County Courthouse, 319 Court St., Sault Ste. Marie, MI 49783 or to any such address as the UNION or the EMPLOYER may make available.

AFSCME LOCAL 1552

EMPLOYER

Hon. Lowell R. Ulrich
Judge of Chippewa County Probate Court

**APPENDIX A
WAGE SCHEDULE**

a. Effective January 1, 2008, the following wage scale and increases shall be implemented.

Pay Grade	Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
7	Deputy Probate Register	\$14.3398	\$14.4490	\$14.7771	\$15.6515	\$16.0887	\$16.5258	\$16.9631
9	Probate Register	\$17.9364	\$18.0753	\$18.1542	\$19.6024	\$20.1577	\$20.7130	\$21.2683

b. Effective January 1, 2009, the following wage scale and increases shall be implemented.

Pay Grade	Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
7	Deputy Probate Register	\$14.7700	\$14.8825	\$15.2204	\$16.1210	\$16.5714	\$17.0216	\$17.4720
9	Probate Register	\$18.4745	\$18.6176	\$18.6988	\$20.1905	\$20.7624	\$21.3344	\$21.9063

c. Effective January 1, 2010, the following wage scale and increases shall be implemented.

Pay Grade	Classification	Start	90 Days	1 Year	2 Years	3 Years	4 Years	5 Years
7	Deputy Probate Register	\$15.2131	\$15.3290	\$15.6770	\$16.6047	\$17.0685	\$17.5323	\$17.9962
9	Probate Register	\$19.0287	\$19.1761	\$19.2598	\$20.7962	\$21.3853	\$21.9744	\$22.5635

**APPENDIX B
DUES AUTHORIZATION FORM**