

AGREEMENT

Between

46th CIRCUIT TRIAL COURT
Kalkaska County Division
(Employer)

And

KALKASKA COUNTY BOARD OF COMMISSIONERS
(Funding Unit)

and

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
(MAPE)

Effective January 1, 2010 to December 31, 2011

AGREEMENT

This agreement entered into this _____ day of _____,
by and between the 46th Circuit Trial Court including units 46-1 Crawford, 46-
2 Kalkaska and 46-3 Otsego, hereinafter referred to as the “Court”, and
Michigan Association of Public Employees/MAPE representing the 46th Circuit
Trial Court Union, hereinafter referred to as the “Union.”

ARTICLE I
PURPOSE AND INTENT

WHEREAS, the general purpose and intent of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Court, the employees and the Union.

WHEREAS, the parties recognize that the interests of the community and the job security of the employees depend upon the Court's success in establishing a proper service to the community. The parties recognize that the overall goals of the 46th Circuit Trial Court are to:

1. Enforce statutes and ordinances and resolve legal disputes in a way that assures due process, fair treatment, effective deterrence and justice to all citizens.
2. Provide the most timely resolution of matters brought before the Court in recognition of the fact that justice delayed is justice denied.
3. Create and maintain a feeling of respect and confidence in the Court system on the part of the citizens so that they support and assist the Court in its efforts.
4. Maximize to the extent possible the development and job satisfaction of Court employees so that the Court is able to accomplish its goals.
5. Provide efficient and effective probation services.
6. Create and maintain a feeling of confidence in and support for the Court on the part of other organizations within the criminal justice system and community.
7. Ensure that the taxpayers of the community receive the greatest benefit for the dollars expended for Court services.

WHEREAS, to these ends, the Court and the Union encourage, to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Court and its employees and of promoting peaceful relations between the parties.

NOW THEREFORE, this Collective Bargaining Agreement describes the employment relationship between MAPE and the 46th Circuit Trial Court

pursuant to Public Act 374, of 1996, Section 8271(6)(b), Chief Judge Rule MCR 8.110 and Administrative Orders in effect from the Michigan Supreme Court regarding intergovernmental relations between the Court, the Union and the Counties of Otsego, Kalkaska and Crawford as the Funding Units.

ARTICLE II **RECOGNITION**

Section 1. In accordance with the Public Employment Relations Act (Act 336 of the public Acts of 1947, as amended), the Court recognizes the Union as the exclusive representative of all members of the bargaining unit for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

Section 2. The bargaining unit covered by this Agreement is defined as all full-time employees of the Court holding the following classifications:

46-1 CRAWFORD COUNTY

FOC legal Secretary/Account Specialist
Assignment Clerk/Juvenile Register
FOC Reimbursement Clerk/Probation Compliance Officer
FOC Case Manager
Probate Register
Juvenile Case Worker
Family Division Manager/Caseworker/Referee
Magistrate
FOC Supervisor

46-2 KALKASKA COUNTY

FOC Reimbursement Clerk
Deputy Court Clerk
FOC Account Specialist
FOC Case Manager
District Division Manager
Probate Register
Juvenile Case Worker
Probation Officer/Magistrate
FOC Supervisor
Compliance Officer

46-3 OTSEGO COUNTY

FOC Account Specialist
Deputy Court Clerk
FOC Senior Account Specialist
FOC Legal Secretary/Account Specialist
Reimbursement Clerk

FOC Case Manager
Court Security Officer
Probation Compliance Officer/Magistrate
Juvenile Register
District Division Supervisor/Magistrate
Probate Register
Juvenile Case Worker
Attorney-Referee/Magistrate/Juvenile Officer
Assignment Clerk/ADR Clerk

Section 3. The Court will not aid, promote or finance any labor group organization which purports to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement.

ARTICLE III **REPRESENTATION**

Section 1. Employees in the bargaining unit shall be represented by the President, Secretary/Treasurer, Steward, or alternate Steward in the absence of the Steward. These representatives will be selected by the Union from bargaining unit members according to the Union's By-laws. The Court will recognize only those Union representatives whose names have been submitted in writing to the Court Administrator.

Section 2. With prior approval of the Chief Judge or the Court Administrator, designated Union representatives shall be allowed time off without loss of pay to:

- (a) Attend contract negotiations meetings between the Court and members of the Union, which shall include the President and Steward from each County.
- (b) Prepare and transmit communications authorized by the local Union or its officers to Court officials.
- (c) Attend meetings as requested by the Chief Judge or Court Administrator.

Section 3. The Court agrees that representatives of the Michigan Association of Public Employees (MAPE) shall have access to the Court's premises during working hours to conduct Union-Management business provided prior approval has been granted by the Court. Upon arrival, Union representative will notify the office of the Court Administrator in person or by telephone. The Court agrees that representatives of MAPE may make telephone calls to members of the bargaining unit and receive telephone calls from

members on the Court's telephone without notification to the Court. These telephone calls shall not disrupt the operations of the Court.

Section 4. Special conferences for important matters will be arranged between the Union President and the Presiding Judge and/or Court Administrator upon the request of either party. The Union shall be represented by the Union Steward or Alternate Steward and the President and no other Union member, unless requested by the Court. The Court shall be represented by the Court Administrator and/or the Presiding Judge. These conferences will be conducted by means of audio and/or video conferencing unless there are other means agreed to by the parties. These conferences may be attended by representatives of MAPE and by representatives of the Chief Judge. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time nor pay for time spent in such special conferences. This special conference will be held within five (5) calendar days from the date of the request. Issues concerning health and safety, changes in work schedules or working arrangements may be the subject of a special conference.

ARTICLE IV **UNION SECURITY/SHOP**

Section 1. All members of the bargaining Unit are free to join, or not to join the Union.

Section 2. Present employees covered by this Agreement shall, as a condition of employment, either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a contribution toward the administration of this Agreement, to the Union of the duration of this Agreement, on or before the thirtieth (30th) day following the effective date of this Agreement.

- (a) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a Service Fee, to the Union of the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the Unit.
- (b) An employee who shall tender the monthly dues required of a member or Service Charge shall be deemed to meet the conditions of this section. Employees who fail to comply with this requirement

shall be discharged by the Court within thirty (30) days after the receipt of written notice to the Court from the Union.

Section 3. The Court shall cause the Counties of Crawford, Kalkaska and Otsego to deduct from the wages of an employee, monthly membership dues or service fees that are required, provided that the employee has signed the appropriate written authorization for such payroll deductions, using the dues check off form included as Exhibit 1 of this Agreement. Such authorization shall remain in effect until the employee gives the Court written notice of cancellation.

Section 4. The Court shall cause the Counties of Crawford, Kalkaska and Otsego to deduct the dues or service fees in the amount specified in writing by the Michigan Association of Public Employees or its designee.

Section 5. Monies so deducted shall be remitted to the Michigan Association of Public Employees, along with an alphabetical list of the names of the employees from whose pay deductions were made.

Section 6. The Union agrees to indemnify, save and hold harmless the Court and the Counties of Crawford, Kalkaska and Otsego from any damages or other financial loss which the Court and the Counties may be required to pay, including but not limited to any attorney fees incurred, as a consequence of implementing the provisions of this Article.

ARTICLE V **UNION PRESIDENT**

Section 1. The Union President, or his or her designee, may be allowed time off, up to thirty-two (32) hours in each calendar year, with pay, to attend conferences and seminars, subject to the operating needs of the Court and with the prior approval of the Chief Judge or Court Administrator. No more than one (1) member at a time shall be allowed time off to transact Union business or to attend conferences or seminars. All requests to attend conferences or seminars shall be made at least one (1) week in advance and shall specify how the representative may be contacted. Members of the Union may use personal business time, vacation time, or comp time to attend Union conferences and/or seminars.

ARTICLE VI **MANAGEMENT RIGHTS**

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Court, including, but not limited to, the rights in accordance with its sole and

exclusive judgment and discretion or as ordered by the Michigan Supreme Court: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work and retire employees; to set the standards of productivity and of the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the order and efficiency of its facilities and operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to determine the schedules of work; to determine and redetermine job content; to use independent contractors to perform work or services; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to control and regulate the user of machinery, facilities, equipment and other property of the Court; to introduce new or improved production and service, methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, bureaus and all other units of the Court or its facilities; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the statutory obligations, responsibilities and mission of the Court and to direct the Court's employees; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees. The Court's failure to exercise any right, prerogative or function hereby reserved to it or the Court's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Court's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement and the Court shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

ARTICLE VII **WORK STOPPAGE**

Section 1. No employee, Union member, or other agent of the Union shall call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever, nor shall they participate in any strike, work stoppage, or cessation of work through the use of any method or legal proceeding.

Section 2. Quasi Judicial Officers. Quasi Judicial Officers (including Magistrates, Referees and Probate Registers) are not allowed to engage in any activities that violate Judicial Canons.

Section 3. Informational picketing shall not be allowed during regular work hours.

Section 4. The Employer agrees not to lock out employees.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the Union Executive Board, hereinafter “Steward”. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within ten (10) working days after occurrence of the circumstances giving rise to the grievance, or when such knowledge of the occurrence could have been reasonably obtained, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. Time limits may be waived or extended by the mutual consent of the Court and the Union, in which case shall be reduced to writing.

Section 2. Prior to the grievance being reduced to writing the aggrieved employee shall first meet with the steward or in their absence the alternate steward and also the Court Administrator or in the absence of the Court Administrator the Presiding Judge in an attempt to settle the grievance.

If no satisfactory answer or disposition is received within ten (10) working days, the complaint shall be processed in the following manner:

STEP 1. The employee’s Steward shall within ten (10) working days after occurrence of the circumstances giving rise to the grievance reduce the matter to written form stating all facts in detail and submit same to the Court Administrator. The Court Administrator or designated representative shall within ten (10) working days of receipt of the grievance provide a written answer to the grievance and return two copies to the Steward. If the matter is not satisfactorily settled or adjusted in this stage, the Steward shall then process the grievance as provided in Step 2.

STEP 2. Failing to resolve the issue in the first step, the Union shall within ten (10) working days of the Court Administrator’s answer to the

grievance contact the Chief Judge, and in the event of the absence of the Chief Judge, the Chief Judge Pro Tem, to arrange a meeting between the Union (the grievant, Steward and MAPE representative) and the Chief Judge (and Court Administrator) to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, ten (10) working days from the time the Union contacts the Chief Judge unless a longer time is mutually agreed upon. The Chief Judge shall issue a written answer to the grievance within ten (10) working days of the meeting with the Union and shall provide the Steward with two copies. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as provided in Article IX.

Section 3. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Court, the Union and any and all unit employees involved in the particular grievance.

Section 4. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Court within the time limits prescribed, or any extension which may be agreed to, shall be decided by the Union's last offer of settlement. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

Section 5. The Court shall not be required to pay back wages for periods prior to the time a written grievance is filed, provided that, in the case of pay shortage which the employee had not been aware of before receiving his or her pay, any adjustments made shall be retroactive to the beginning of the affected pay period providing the employee files a grievance within ten (10) working days after receipt of such pay or knowledge of such pay shortage.

Section 6. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to such employee's personnel record, the Steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within ten (10) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may, with the mutual consent of the parties, be commenced at any stage of the grievance procedure.

Section 7. All claims for back wages, including other forms of compensation, arising out of cases of discipline and discharge shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received or could with diligent effort have received

from any source during the period in question, except for those wages the employee was earning prior to being disciplined. Claims for back wages shall not include interest, except when authorized by Court rule in event of a lawsuit brought to enforce an Arbitrator's award.

Section 8. The Court will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from such Steward's immediate supervisor to leave the Steward's work station and shall report back promptly when such Steward's part in the grievance adjustment has been completed.

Section 9. Any grievance submitted to arbitration by the Union shall first be reduced to a writing detailing the dispute at issue and the sections of the collective bargaining agreement alleged to have been violated and remedy requested.

Section 10. The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement.

ARTICLE IX **ARBITRATION**

Section 1. The Union may request arbitration of an unsettled grievance. If the Union decides arbitration, it must notify the Court in writing by providing a “Notice of Intent to Arbitrate” within ten (10) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event the Union fails to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a Notice of Intent to Arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within ten (10) working days or within a longer period if mutually agreed upon, the Union may submit the matter to the American Arbitration Association requesting that an arbitrator be selected with their assistance and under the rules of the American Arbitration Association.

Section 2. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve dispute between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are grievances which question the exercise of rights set forth in Article VI of this Agreement, entitled “MANAGEMENT RIGHTS”, or which question the use or application of any right over which the employer is given unilateral discretion in this Agreement.

Section 3. The arbitrator shall have no power to:

- (a) Add to, subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties, and the arbitrator shall limit his decision to strictly the interpretation, application and enforcement of this agreement;
- (b) Establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement;
- (c) Award interest; or
- (d) Require a retroactive wage adjustment in any other case.

Section 4. In the event a grievance is appealed to an arbitrator and the arbitrator finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the grievance.

Section 5. The award of the arbitrator shall not be based on extra contractual matters not specifically incorporated in this Agreement, unless so stipulated otherwise on the record before the arbitrator by both the Union and the Court.

Section 6. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses that are called by them.

Section 7. The arbitrator's award shall be final and binding on the Employer, Union and employees, provided, however, that either party reserves the right to challenge an arbitrator's award if the arbitrator has exceeded his jurisdiction under this Agreement.

Section 8. It is specifically understood and agreed that past infractions of any work rule, regulation, duty, responsibility or policy, which were not known of by the Court Administrator, shall not be found to mitigate, in whole or in part, any discipline imposed by the Court for any current infraction of any work rule, regulation, duty responsibility, or policy.

ARTICLE X **SUBCONTRACTING**

Section 1. The parties recognize the responsibility of the Court to provide services to citizens in the most professional and economical fashion and recognize that in appropriate cases outside contractors may be employed to perform such services. The Court has the right to subcontract. Prior to the use of any outside contractors proposed to do Union work, the Court will discuss its intentions with the Union. In no event shall any employee who customarily performs the work in question be laid off or transferred as a direct result of work being performed by any outside contractor.

ARTICLE XI **OUTSIDE EMPLOYMENT**

Section 1. Employees may accept employment in addition to their work with the Court, provided such outside employment shall not:

- (a) Interfere with the efficient performance of the employee's duties;
- (b) Constitute a conflict of interest with the employee's duties; and,

- (c) Occur during the employee's regular work hours.
- (d) Cast dispersion upon the integrity of the Court.

Section 2. Before performing any outside employment, employees shall provide written notification to the Court at least seven (7) working days in advance and inform the Court of the name and address of the other employer along with a brief description of the job duties that will be performed for the other employer.

ARTICLE XII

RATES FOR NEW CLASSIFICATIONS

Section 1. The rate of pay for any new classifications established by the Court within the bargaining unit covered by this Agreement shall be initially determined by the Court. In the event the Union disagrees with the rate of pay and the parties cannot reach agreement after discussing the matter, such dispute over the rate shall be submitted to an arbitrator for final resolution in accordance with the procedure for selecting an arbitrator as set forth in the grievance procedure.

ARTICLE XIII

PROBATIONARY EMPLOYEES AND SENIORITY

Section 1. SENIORITY – Initial Union seniority shall mean an employee's length of continuous unbroken service as a full-time and/or part-time permanent employee with Crawford, Kalkaska Otsego Counties and/or the Court, within or without the bargaining unit only for those employees on the payroll on December 13, 2006, measured in calendar days from the first date the employee actually worked for Crawford, Kalkaska Otsego Counties and/or the Court on or after the employee's most recent date of hire, excluding unpaid leaves of absence of more than 10 days in a consecutive 12-month period, unless prohibited by law. For employees hired after December 13, 2006 there shall be no credit for prior service with any other employer. The Court and the Union understand that this first seniority list is used to establish the initial seniority roster of Union members as of December 13, 2006 when the Union was certified. This type of seniority shall be deemed General Bargaining Unit Seniority. Additionally, both parties understand that after this initial list is established, seniority is then based and maintained within each County (Crawford, Kalkaska or Otsego) and not across county lines. This type of seniority shall be deemed County Specific Bargaining Unit Seniority. Seniority for purposes of bumping, layoff, recall, promotions and vacancies shall be based first upon County Specific Bargaining Unit Seniority and, in case of a tie

General Bargaining Unit Seniority shall be used as a tiebreaker. Pension benefits, accrual of vacation time, accrual of sick time and longevity pay shall be based on General Bargaining Unit Seniority and/or County Specific Bargaining Unit Seniority. If two or more employees have the same hire date, the last four digits of their Social Security Number shall be used in determining their respective positions on the Seniority List, with the employees having the lowest such four numbers being assigned first on the Seniority List. Seniority shall not accrue for probationary employees as described in Section 4 of this Article, until completion of the probationary period, at which time the employee shall possess seniority as defined in this Article.

Section 2. Job Classification Seniority – Job Classification Seniority shall mean an employee’s length of continuous service as a full-time permanent employee in their current job classification, measured in calendar days from the first date the employee actually worked in that job classification on or after the employee’s most recent date of hire. Job classification seniority shall not accrue to a probationary employee, as defined in Section 4 of this Article, until completion of the probationary period, at which time the employee shall possess seniority as defined in this Section. Wages and opportunities for **general** overtime within the employee’s classification shall be determined by job classification seniority and the qualifications of the employee.

Section 3. Bumping – Bumping shall be allowed only within one County (not across county lines). Bumping is allowed within this definition to an equal to or lower classification based upon County Specific Bargaining Unit Seniority and, in case of a tie General Bargaining Unit Seniority and the ability to perform the work of the new classification if qualified, as determined by the Court Administrator. If an employee wants to bump as described in this Section, the employee must inform the Employer in writing within 3-days. There shall be a trial period for an employee allowed to bump of 20 work days. In the Court Administrator’s sole discretion, if the re-assigned employee cannot perform the new job duties they shall then be laid off. The employee will not be able to bump into another position, i.e., only one (1) bump is permitted. Said employee shall assume the wage rate of the applicable wage grade within the lower or equal classification at that rate which is closest to their current pay. Bumping into a Judicial appointed position as defined in Article XV is prohibited.

Section 4. Commencing with the first date the employee actually works following their most recent date of hire, all full-time employees shall serve a probationary period of six (6) calendar months uninterrupted by any type of service break, during which time they shall be termed “*probationary employees.*” This six-month period shall be termed the “*probationary period.*” The Employer may extend the probationary employee’s probation for thirty (30) days with notice to the Union.

(a) Probationary employees' service with the employer may be terminated at any time by the employer in its sole discretion. Neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

(b) During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided in this Agreement. After an employee has successfully completed the probationary period of employment, such employee shall become a regular full-time employee, and seniority shall be retroactive to the employee's most recent date of hire by the Court.

Section 5. An employee shall forfeit their seniority, including general bargaining unit seniority, county specific bargaining unit seniority and job classification seniority, under the following circumstances:

- (a) The employee retires or resigns;
- (b) The employee is terminated and the termination is not reversed through the grievance procedure;
- (c) The employee is absent three (3) consecutive working days without notifying the Court Administrator;
- (d) The employee fails to return to work within three (3) working days of the expiration of any type of leave of absence without notifying the Court Administrator, unless a longer period of time to return is granted in this Agreement;
- (e) The employee fails to return to work within seven (7) days after being notified of recall from a layoff; or
- (f) The employee is laid off for a period, measured from the date of layoff, equal to the lesser of twelve (12) calendar months or the length of the employee's seniority.

Section 6. The Court Administrator in each county shall provide the Union President with an annually updated seniority list by job classification seniority and bargaining unit seniority. These lists shall be provided annually to the Union President between December 1st and December 15th. An employee's standing on any published list shall be final unless protested to the Court Administrator not later than thirty (30) calendar days following the date the list is provided to the Union President. No employee shall gain economic benefit because of an error in any seniority list.

Section 7. By definition, "the Court" refers to the Court Administrator's office of the County the employee is assigned.

ARTICLE XIV
LAYOFFS AND RECALL

Section 1. When there is an indefinite reduction in the work force the following procedure shall govern layoffs:

- (a) Layoff Notice. The Court shall provide the employee(s) with fourteen (14) calendar day notices of layoff. Said notice shall be in writing.
- (b) Layoff-Temporary/Part-time/Provisional Employees. Temporary, part-time, or provisional employees shall be laid off first, in any order the Court chooses.
- (c) Layoff-Probationary Employees. After all temporary, part-time and provisional employees shall be laid off, probationary employees shall be laid off by hire date, with those employees hired most recently laid off first.

Section 2. Recalls from a layoff shall be in reverse order of layoff. Employees who are being recalled have seven (7) work days from the date of notification by certified/registered mail to return to employment at the Court. During this time a provisional employee may be hired until the Union employee returns. If the Union employee fails to return during the seven (7) day period they shall forfeit their seniority and right to recall. A laid off employee shall be notified of the recall at the employee's last known address.

ARTICLE XV
PROMOTIONS AND VACANCIES

Section 1. In the event that a vacancy occurs in a classification covered by this Agreement and the Court determines to fill the vacancy, the vacancy shall be posted for a period of five (5) working days within the County where the vacancy occurs and the Union may post the vacancy notice at all other locations of the Court. The posting shall list the name of the vacant position and the qualifications for said position. Bargaining unit employees who wish to be considered to fill the vacancy may submit a letter of interest to the Court Administrator in the County where the vacancy exists within the posting period. The Court shall have the right to reject any applicant who does not meet the qualifications set forth in the posting.

Section 2. Promotions to any vacant position in the Court in Crawford, Kaskaska or Otsego Counties shall be offered to Court employees where the vacancy exists. The most senior employee in the county where the vacancy exists who meets the posted qualifications and demonstrates the ability to

perform the work shall be appointed to the vacancy. If no employee of the Court in the County where the vacancy exists submits a letter of interest to the Court Administrator, or after the trial period is unable to perform the work, the Court may go to the Court employees in the other counties of the Court to fill the vacancy. If a Court employee in one of the other counties of the Court then fills the vacancy their county specific bargaining unit seniority from their former position shall be applied to their general bargaining unit seniority.

Section 3. When an employee is promoted, the employee shall be given a probationary period of up to thirty calendar (30) days. If at any time during the probationary period the employee is found to be not qualified for the position and is not able to perform the work, or the employee decides they do not want the position, the employee shall be returned to their previous position. Employees filling vacancies or receiving promotions under this Article shall assume the wage rate to that step which provides them with an increase in pay in the new job classification.

Section 4. Promotions shall be at the sole discretion of the Court Administrator.

Section 5. Judicial appointments are at the sole discretion of the Judge. These appointments are: (1) Clerk of the Court; (2) Magistrate; (3) Probate Register; (4) Juvenile Register; (5) Juvenile Officer and (6) Referee.

Section 6. It is understood that each County may have different qualification standards for similar job descriptions.

ARTICLE XVI

REVIEW OF PERSONNEL RECORD BY EMPLOYEE

Section 1. The Court, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review, not more than two (2) times in a calendar year, the employee's personnel record. The review shall take place at the Court.

Section 2. After the review, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. The Court may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstrates that he or she is unable to review his or her personnel record at the Court, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

Section 3. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually

agreed upon by the Court and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed five (5) sheets of 8 ½-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file.

Section 4. All employees shall receive annual notification of all banked time (vacation days, sick days, personal business days and compensation time).

ARTICLE XVII HOURS OF WORK

Section 1. The standard workday shall consist of seven (7) or seven and one half (7 1/2) hours a day, five (5) days per week, Monday through Friday. The standard workweek shall be thirty-five (35) or thirty-seven and one half (37 1/2) hours per week.

Section 2. All employees' work hours shall be between the hours of 8:00 a.m. until 4:30 p.m. with a one-hour unpaid lunch break and two fifteen (15) minute rest breaks.

Section 3. No employee shall work any hours extending the regular seven or seven and one half hour workday and/or the thirty-five or thirty-seven and one half hour workweek without authorization from the Court Administrator and/or the Judges.

Section 4. The Court reserves the right to deviate from the regular schedules of work in cases of emergency or to meet judicial requirements as approved by a Judge, Referee or Court Administrator. Cases of emergency shall be defined as an Act of God which cannot be foreseen by the Court, or an emergency declared by the Chief Judge and/or the Court Administrator.

Section 5. Flexible hours/schedules may be allowed with the express approval of the Court Administrator or their designee.

ARTICLE XVIII PAY PERIODS

Section 1. All full-time employees shall be paid through the current payday. Exceptions to regular time worked shall be paid and noted on subsequent paychecks.

Section 2. Upon termination of employment, employees shall receive a final settlement check from the Court within the payroll cycle of the funding unit.

Section 3. The Court retains the right to change the payroll periods; however, the Union does not give up its right to bargain over the effects of that change.

ARTICLE XIX
WAGES

Section 1. Beginning on the Effective Date of January 1st, 2007 this Agreement, the wage rates for job classifications in the bargaining unit shall be as set forth in the attached Schedule "A" provided herein. All employees will receive retro-active pay raises back to the first full pay in January of 2007. Employees will be paid at the seniority level that they achieved in the 2007/2008 fiscal year.

Section 2. In any case where an employee is promoted to a classification with a higher pay range, the employee's new rate shall be set at the lowest step in the new pay range that shall result in an increase over the rate received immediately prior to such promotion.

ARTICLE XX
OVERTIME

Section 1.

- (a) Any hours worked extending the seven and one-half (7 ½) hour workday must be authorized by the Court Administrator and/or Judge.
- (b) Overtime pay shall be at the rate of one and one-half (1 ½) times the employee's regular hourly rate. Employees ordered to work on a designated Court holiday shall be paid double-time the employee's regular hourly rate. Employees may elect to have their overtime in pay or in compensatory time. If the employee elects compensatory time it will be scheduled at a time mutually beneficial to the employee and the Court.
- (c) Overtime shall be paid for all hours worked over forty (40) in the regular workweek. Overtime pay shall only be paid for Saturday or Sunday work if employees have worked full time each scheduled workday, Monday through Friday. Approved paid time off shall be counted as time worked for purposed of payment of overtime.

Section 2. Employees accepting overtime must accept all hours offered, unless the Court and employee agree otherwise.

Section 3. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

ARTICLE XXI
ON-CALL PAY

Section 1. Employees who are required by the Court Administrator to carry a cell phone shall be reimbursed \$30.00 per month.

Section 2. The Magistrate(s), as designated by the Court Administrator, shall be paid a fixed amount per year of \$4,000.00 divided by twenty-six (26) pays and paid each pay period.

Section 3. Juvenile Case Workers, as designated by the Court Administrator, shall be paid twenty-five (\$25.00) dollars per day when they are designated to be on call by the Court Administrator.

ARTICLE XXII
HEALTH INSURANCE BENEFITS

Section 1. Full-time employees are eligible for medical and vision insurance under the current Kalkaska County Plans currently Blue Cross/Blue Shield Community Blue PPO Plan 4 with the County paying the deductibles and co-pays to Community Blue PPO Plan 2 levels and Priority Health HMO. Full-time employees are eligible for dental insurance paid for by the County under the current plan offered by Delta Dental. See attachments for the benefit coverage. Prescription drug coverage that the employee will be responsible for is a ten (\$10) dollar co-payment per prescription and a twenty (\$20) dollar co-payment for a ninety (90) day prescription.

Section 2. Employee's who select the COPS Health Trust Plan as proposed by the Union shall not pay the monthly rate listed below unless the COPS Trust premium exceeds the Kalkaska County's total average healthcare costs per employee per month for the Blue Cross/Blue Shield Community Blue PPO Plan 4 premium plus the self insured costs to the Employer to provide employees the Blue Cross/Blue Shield Community Blue PPO Plan 2 level of benefit. Then the employee shall pay the difference between the COPS Trust premium and the Kalkaska County's health care costs for the Community Blue Plan through pre-tax payroll deduction.

Section 3. An eligible employee taking medical, dental or vision insurance shall pay on a monthly basis the following:

Single coverage	\$20.00
Couple Coverage	\$25.00
Family Coverage	\$30.00
Each rider on policy	\$30.00

The Employer reserves the right to select or change insurance carriers providing the level of such benefits remains substantially equivalent.

The Employer is not liable for any continuation of insurance benefits at the employer expense for an employee who is on an unpaid leave of absence, layoff, retire or termination.

Section 4. Employees' who would have qualified for the medical, dental and vision insurance coverage offered by the Employer may waive the coverage and choose a cash payment in lieu of the health insurance. In the event the employee takes the cash payment, the annual amount will be paid on a monthly pro-rata basis as follows:

Single Coverage	\$893.00
Couple Coverage	\$2,142.00

Family Coverage \$2,374.00

Section 5. If the County or the Court employs more than one member of the family, all of whom would be eligible for medical, dental and vision coverage, the family shall be covered by only one County health insurance policy. Any employee covered by medical, dental and vision insurance paid by the County or the Court shall not receive the payment in lieu of health insurance.

Section 6. Retiree Medical Insurance. An employee with twenty-five (25) years of continuous service with Kalkaska County and at the age of fifty-five (55) will be provided medical coverage in effect at the time of their retirement for the employee only coverage. There will be a cap of five hundred (\$500.00) dollars that the County will pay for retiree medical insurance on a monthly basis.

An employee with fifteen (15) years of continuous service with Kalkaska County and who has attained the age of sixty (60) will be provided medical coverage in effect at the time of their retirement for the employee only coverage. This coverage will be a 50/50 co-pay between the Employer and the employee with a cap of two hundred and fifty (\$250.00) dollars that the County will pay for retiree medical insurance on a monthly basis.

Retirees' that are eligible for Medicare coverage will be offered the group rate for supplemental coverage at one hundred (100%) percent cost to the retiree. The retiree must remain current at all times on premium obligations.

ARTICLE XXIII
LIFE INSURANCE BENEFITS

Section 1. The County where the employee is employed agrees to pay the full costs of the premium for each employee for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death and dismemberment insurance. The value of said policy shall be \$10,000. The Life Insurance will be paid through the end of the month that an employee is laid off. Life insurance will end on the date of termination of employment.

Section 2. Retiree may purchase Life Insurance through the County in the same amount as active employees receive through the County plan. The County will pay the monthly premiums with the retiree reimbursing the County monthly. The retiree reimbursement will be due on the first of each month for that month premium. In the event the retiree is thirty (30) days late on the monthly payment, the County may cancel the policy effective the first of the month of the unpaid premium.

ARTICLE XXIV
SHORT TERM DISABILITY

Section 1. The County where the employee works shall obtain and pay the required premiums for short-term disability insurance (STD) for full time employees covered by this Agreement. Employees who are eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal weekly straight-time wages, up to a maximum of four hundred dollars (\$400.) weekly. STD benefits shall be payable after thirty (30) days of disability, for a period not to exceed fifty-two (52) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, Social Security Act, or any workers' compensation. This coverage shall become effective thirty (30) days after the date of employment and at the beginning of the next billing cycle.

ARTICLE XXV
PENSION PROGRAM

Section 1. The Court shall meet all requirements of Act 427 of Public Acts of Michigan of 1984, as amended, and as negotiated and implemented. The Pension Program shall consist of a plan offered by the Michigan Employees Retirement System (MERS), defined as follows: B-4, 80% Maximum Benefit, NRA-60, V-10, F55 (with 25 years), FAC-3, and all years of past service with the employee paying 3.0% of their pay and the remainder paid for by Kalkaska County for all Court employees on the payroll at the time of ratification of this agreement.

Section 2, Employees hired after ratification of this agreement will be enrolled in the MERS Defined Contribution plan. The Employer shall contribute 6.0% of the employees MERS wages to fund the Defined Contribution Plan through MERS.

ARTICLE XXVI
DEFERRED COMPENSATION

Section 1. Employees shall be allowed to participate in the Kalkaska County 457 Deferred Compensation Plans. Participation in this plan will be funded entirely by the employee through payroll deduction.

ARTICLE XXVII
FAMILY AND MEDICAL LEAVE

Section 1. Employees shall be entitled to a leave of absence in compliance with the Federal Family and Medical Leave Act. Such leave shall be granted in the event that a family emergency arises requiring the employee to

attend to a seriously ill child, spouse, parent or to a newborn infant or if due to their own serious injury or illness.

Section 2. To be eligible for family and medical leave, the employee must have been employed by the Court for at least one (1) year, and must have worked for at least 1,250 hours during the preceding twelve (12) month period. Except for those employees designated as “highly compensated employees”, employees shall be returned to their same or to an equivalent position to which they were assigned prior to the leave.

Family or medical leave shall consist of use of appropriate accrued paid leave and unpaid leave. If leave is requested, the employee must use all of his or her appropriate accrued paid leave up to thirty-seven and one half (37.5) hours.

Section 3. Employees who meet the time and service requirements stated in Section 2 shall be granted family or medical leave consisting of appropriate paid leave and unpaid leave for a period of up to twelve (12) weeks during a twelve-month period for the following qualifying events:

- (a) The birth of the employee’s child;
- (b) The placement of a child with the employee for adoption or foster care;
- (c) To care for a spouse, child or parent who has a serious health condition; or
- (d) A serious health condition that renders the employee incapable of performing the functions of the employee’s job.

The entitlement to leave shall expire twelve (12) months from the date of the qualifying event. A rolling twelve (12) month period shall be used, measuring backwards from the date an employee uses any leave under this Article. Consecutive twelve (12) week leave periods from one twelve (12) month period to another shall not be permitted.

Section 4. In all cases, the employee requesting leave must complete an Application for Family and Medical Leave and return it to the Court Administrator for approval. The completed application must state the reason for the leave, the starting date for the leave, and the expected ending date of the leave. Employees intending to take family or medical leave because of an expected birth or placement of a child or because of a planned medical treatment, must submit an application for leave at least thirty (30) days prior to the date upon which the leave is scheduled to begin. If leave is to begin

within thirty (30) days, the employee must give notice to the Court Administrator as soon as the necessity for the leave arises.

Section 5. A Medical Certification Statement completed by a health care provider must accompany an application for leave based on the serious health condition of the employee. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of the employee's job. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the leave is to care for a spouse, child or parent, the Medical Certification statement shall estimate the amount of time the employee's assistance shall be needed.

All medical certifications shall be submitted directly to the Court Administrator who shall maintain the certifications in a confidential file in compliance with HIPAA.

Section 6.

- (a) During a period of leave under this Article, an employee currently enrolled in the Court hospitalization/medical insurance plan shall be retained under the same conditions that applied prior to the commencement of the leave. The employee shall continue to make all contributions that were required of the employee prior to taking leave. Payments shall be made by the 1st of the month. Failure of the employee to make the required payments shall result in loss of coverage.
- (b) During an approved leave of absence allowed under this Article, the employee shall continue to accrue sick leave, vacation leave, personal business leave, and seniority. In addition, the employee shall continue to be eligible for optical benefits, dental benefits, weekly disability income, and longevity, as well as accidental death and dismemberment insurance.
- (c) If the employee terminates employment while on Family Medical Leave, the employee's termination date will be the date Family Medical Leave began.

Section 7. Employees shall complete the form Notice of Intention to Return From Leave prior to the employee's return to active status. Employees returning to work following leave due to the employee's own serious health condition shall submit medical evidence of ability to return to work, at full capacity as defined in their job description and may be examined by a Court

authorized physician for confirmation of fitness for duty, paid for by the Court, if the Court deems necessary. This notification shall be submitted at least five (5) business days prior to the employee's planned return to work.

ARTICLE XXVIII
VACATIONS

Section 1. Full-time employees and part-time employees, part-time employees on a prorated basis shall earn vacation leave and be eligible to receive vacation leave on their anniversary date as follows:

Beginning second (2 nd) year of employment	Five (5) Days
Beginning third (3 rd) year of employment	Ten (10) Days
Beginning sixth (6 th) year of employment	Fifteen (15) Days
Beginning eleventh (11 th) year of employment	Twenty (20) Days
Beginning thirtieth (30 th) year of employment	Twenty-five (25) Days

The employee must be employed on their anniversary date of hire to receive vacation leave.

Section 2. To be eligible for vacation leave an employee must work during the year immediately preceding their anniversary date a total of one thousand six hundred fifty (1,650) hours. If the employee fails to qualify because of the required hours, the employee shall receive pro rata vacation leave based on the actual hours worked provided the employee has worked a minimum of one thousand (1,000) hours during their anniversary year. Vacation pay shall be at their straight time regular rate of pay. Vacation leave shall not accumulate from year to year except with the prior approval of the Court Administrator. The vacation leave that is carried over into the next anniversary year must be used within ninety (90) days or the vacation leave will be lost. The accounting office must be notified in writing by the Court Administrator of any vacation leave carried over.

Section 3. Vacation requests of five (5) days or longer must be in writing and submitted to the Court Administrator at least thirty (30) days in advance of the period requested. In the event two employees are requesting the same time for vacation leave the employee who requested first shall be allowed to take vacation.

Vacation leave shall be taken in one half (1/2) day or one (1) day increments. In the event a Holiday falls during a scheduled vacation, holidays shall not count against the number of vacation days used by the employee.

Section 4. If a regular payday falls during an employee vacation, the employee may receive vacation pay in advance, provided the employee has

requested such advance payment one (1) week prior to the last payday preceding the start of the employee vacation.

Section 5. An employee leaving the employment of the Court in good standing may elect to receive payment for unused earned vacation. The payment of unused earned vacation will be included in the employee's last payroll check.

ARTICLE XXIX
PERSONAL LEAVE

Section 1. Employees shall be credited with two (2) days of personal leave time annually. The two (2) personal leave days shall be credited on the first day of January of each year and if the employee does not use such time by December 31st of each year it shall be forfeited. Personal leave time is to be used at the employee request upon the prior approval of the Court Administrator. Personal leave time shall be taken in no less than one (1) hour intervals.

ARTICLE XXX
SICK LEAVE

Section 1. Accrual of Sick Leave. Employees must work or be compensated by the Employer for fifteen (15) work days in a month in order to earn sick leave for that month. Workers compensation and disability insurance payments do not count as compensation to earn sick leave time. Full time employees and part time employees (on a pro rata basis) shall earn up to a total of ten (10) days of paid sick leave for each calendar year. Sick leave will be earned monthly by dividing the maximum hours earned per year by twelve (12). Sick leave shall only be used for the employee's scheduled Doctor's appointments , sickness and injury. Employee's sick leave maximum accumulation is eighty (80) days during their period of employment.

Section 2. Verification of Illness/Injury.

- (a) Any employee absent three (3) consecutive workdays due to the employee's claimed illness/injury, if requested, shall furnish to the Court a written verification from the doctor verifying:
 - (1) That the employee saw the doctor;
 - (2) That the employee was sick, injured or disabled; and,
 - (3) As a result, the employee was unable to report for work.

- (b) The Court Administrator reserves the right to have any employee absent due to the employee's claimed illness/injury examined by the doctor of the Court's choice, at the Court's expense.

- (c) The term “doctor” as used in this Article shall mean medical doctor (M.D.) or doctor of osteopathy (D.O.).

Section 3. Notifying Employer. Employees absent for work due to claimed illness/injury of the employee shall inform their Supervisor of such absence prior to their starting time in order to be eligible for paid sick leave.

Section 4. Use for Immediate Family. Employees may charge up to ten (10) days per year of paid sick leave for the sickness and/or injury to the employee’s immediate family. Immediate family is defined as spouse, child, stepchild, sister, brother, sister in law, brother in law, parents, spouse’s parents, stepparent, grandparents (maternal and paternal), grandchildren, daughter in law and son in law.

Section 5. Increments of Sick Time. Sick time may be used in thirty (30) minute increments, one hour, or seven and one half (7.5) hours. The seven and one half (7.5) hours will equal one day of paid sick leave.

Section 6. Compensation for Unused Sick Leave. **1.** After eight (8) years of employment, an employee who leaves in good standing shall receive payment for one half (1/2) of their sick leave up to a maximum of forty (40) days. **2.** After four (4) years of employment, any employee with a minimum of thirty (30) banked days as of December 1st of each year may convert one half (1/2) of the annual earned sick time into a cash pay out on the first full payroll period in December of each year.

ARTICLE XXXI **HOLIDAYS**

Section 1. Employees shall be granted time off with pay for the following holidays or days designated for the legal observance of these holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve
- Christmas Day

- New Year's Eve

Section 2. Holiday pay shall be at straight time. Unless on approved leave or for sickness of the employee, no employee shall receive holiday pay unless the employee has worked the regularly scheduled day before the holiday and the regularly scheduled day after the holiday.

ARTICLE XXXII
EMPLOYEE ASSISTANCE PROGRAM BENEFITS

Section 1. The Court shall provide to all full-time employees the same employee assistance program benefits, if any, as the Counties of Crawford, Kaskaska and Otsego provides to its full-time employees based on the County you are paid from.

ARTICLE XXXIII
MILITARY LEAVE

Section 1. Any employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967 (herein called "the Act") or a similar federal law in the time of national emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with such employee's seniority at the then current rate for such work, provided:

- (a) The employee has not been dishonorably discharged from such service;
- (b) The employee is physically able in the opinion of the Court's doctor to perform the work in the classification the employee was in at the time of induction; and,
- (c) The employee reports for work within three (3) working days of the date such employee is discharged or otherwise separated from such service in the armed forces of the United States.

Section 2. It is not the intent of the parties hereto to require that the Court provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in the Act and any other applicable federal laws.

ARTICLE XXXIV
FUNERAL LEAVE

Section 1. An employee who has completed their probationary period shall be granted a leave of absence with pay for three (3) days when the employee would have otherwise been scheduled to work to attend to matters involving a death in the employee’s immediate family, providing the employee attends the funeral. The immediate family is defined as including the employee’s:

- | | |
|------------------|--------------------------------------|
| Spouse | Parents |
| Spouse’s Parents | Child |
| Brother | Grandchildren |
| Sister | Stepparents |
| Brother in Law | Sister in Law |
| Stepchild | Grandparents (Maternal and Paternal) |
| Son in Law | Daughter in Law |

One (1) day of paid leave will be granted, upon request, for a Niece, Nephew, Maternal and Paternal Aunt and Uncle.

Section 2. Leave granted under this Article shall include the date of the funeral. Employees excused from work under this Article shall be paid the amount of wages the employee would have earned by working their regular work hours. Upon prior approval of the Court Administrator, additional leave may be granted without pay or charged to earned sick leave. Time off for funeral leave shall not count as time worked for the purpose of overtime.

ARTICLE XXXV
JURY DUTY

Section 1. Regular full-time employees shall be granted a leave of absence with pay for jury duty but not to exceed the term of the jury for which called. Before being entitled to receive leave with pay for jury duty, an employee must give the Court prior notice that such employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The employee shall sign over to the County where the employee works for the 46th Circuit Trial Court the monies received for jury duty (exclusive of mileage) during the jury term.

ARTICLE XXXVI
EDUCATIONAL REIMBURSEMENT

Section 1. Employees that are required to attend educational classes, seminars or workshops must have prior approval from the Court Administrator

or in the absence of the Court Administrator the Judge must give prior approval. The Court will reimburse employees for all reasonable fees and mileage associated with the educational training. The amount of mileage reimbursement will be the amount set by the Kalkaska County Board of Commissioners.

ARTICLE XXXVII
WORKER'S COMPENSATION INSURANCE

Section 1. The Court shall provide Worker's Compensation Insurance for all employees as required by Michigan State Law.

ARTICLE XXXVIII
ACCIDENTS AND REPORTS

Section 1. Any employee involved in an accident shall immediately report said accident and any physical injury sustained. When required by the Court, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Court, and shall turn in all available names and addresses of witnesses to any accidents. The report shall be filed in the County where the accident occurred and with the Court Administrator in the County where the employee works. Failure to comply with this provision shall subject such employee to disciplinary action by the Court.

ARTICLE XXXIX
POLICY AGAINST HARASSMENT

Section 1. Sexual, ethnic, racial or religious harassment, or harassment based upon any other constitutionally protected classification shall not be tolerated by the Court. Physical or verbal actions that have the purpose or effect of creating a hostile, offensive or intimidating working environment or have an ethnic, racial, religious or sexual basis or are based solely on some other constitutionally protected classification shall constitute harassment under this policy.

Section 2. The Court shall take affirmative action to prevent incidents of harassment from occurring and to address incidents of harassment that do occur. The Court shall investigate all complaints and incidents on a case-by-case basis.

Section 3. All persons who violate this policy shall be subject to disciplinary procedures up to and including discharge.

Section 4. All incidents of harassment shall be reported to the Court Administrator in the County of the alleged harassment and with the Court Administrator where the employee works. If the Court Administrator is

responsible for the harassment, the harassment shall be reported to the Presiding Judge. All incidents shall be reported in writing on the appropriate Report of Violation form, and signed and dated by the person(s) reporting the incident. The Court Administrator or Presiding Judge shall sign said form and deliver a photocopy to the aggrieved party and the Union.

Section 5. All investigations into a reported incident of harassment shall be conducted in a confidential manner to the fullest extent possible. In cases of harassment resulting in discipline of bargaining unit employees, the Union shall be provided a copy of the Court's investigation. The Court shall not tolerate any form of retaliation in connection with a complaint filed pursuant to this policy. All persons who retaliate against an employee who files a harassment complaint shall be subject to discipline up to and including discharge.

ARTICLE XL **WAIVER**

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XLI **SEVERABILITY AND SAVINGS CLAUSE**

Section 1. If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

ARTICLE XLII
DURATION AND TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2007 to and including December 31, 2009 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. It is further provided that, where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in Agreement, either party may serve the other notice at least sixty (60) days prior to December 31, 2009 or any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that negotiations for a renewal Agreement to this Agreement, upon timely request, shall commence not later than sixty (60) days prior to the expiration of this Agreement.

ARTICLE XLIII
SUCCESSOR AGREEMENT

The terms and provisions of this Agreement shall bind all successors, and assignees to such terms and provisions to which the employees are entitled to under this Agreement. The Employer shall require any successor, assignee, transferee of the operations covered by this Agreement to accept the terms of the Agreement by written notice. A copy of such notice shall be provided to the Union at least thirty (30) days prior to the effective date of any transfer or assignment. In the event that the new funding unit fails to comply, the

Counties of Crawford, Kaskaska and Otsego will maintain previously bargained benefits and wages for the life of the Wage Agreement.

SIGNATURE PAGE

Ron Palmquist
Business Agent
MAPE

Date

Kalkaska County Judge
46th Circuit Trial Court

Date

Debra Hill
Negotiator
MAPE

Date

Board Chair
Kalkaska County

Date

Regina Theriault
President
MAPE

Date

Mark Holston
Court Administrator
Kalkaska County

Date

Lori Garrock
Negotiator – Alternate
MAPE

Date

Frank Wright
Administrator/Controller
Kalkaska County

Date

SCHEDULE A

Effective January 1, 2007

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
FOC REIMBURSEMENT CLERK	\$10.50 \$20,475.00	\$11.10 \$21,645.00	\$11.80 \$23,010.00	\$12.45 \$24,277.50	\$13.20 \$25,740.00
DEPUTY COURT CLERK FOC ACCOUNT SPECIALIST	\$10.90 \$21,255.00	\$11.60 \$22,620.00	\$12.20 \$23,790.00	\$12.90 \$25,155.00	\$13.55 \$26,422.50
DISTRICT DIVISION SUPERVISOR	\$12.75 \$24,862.50	\$13.30 \$25,935.00	\$14.05 \$27,397.50	\$14.70 \$28,665.00	\$15.60 \$30,420.00
PROBATE REGISTER FOC CASE MANAGER JUVENILE CASE WORKER COMPLIANCE OFFICER	\$13.21 \$25,759.50	\$13.90 \$27,105.00	\$14.65 \$28,567.50	\$15.50 \$30,225.00	\$16.40 \$31,980.00
PROBATION OFFICER	\$13.21 \$25,759.50	\$14.00 \$27,300.00	\$14.78 \$28,821.00	\$15.70 \$30,615.00	\$16.70 \$32,565.00
FOC SUPERVISOR	\$17.81 \$34,729.50	\$18.75 \$36,562.50	\$19.60 \$38,220.00	\$20.40 \$39,780.00	\$21.25 \$41,437.50

As designated by the Court Administrator the employee assigned as Computer Tech and JAVS Tech will receive an additional \$.50 cents per hour.

As designated by the Court Administrator the employee assigned as magistrate will receive an additional \$1.00 dollar per hour effective January 1, 2008.

Current employees who are currently paid at a higher hourly rate of pay other than the wage schedule shall be grandfathered at that rate of pay.

Compliance Officer is a new position, currently vacant and is not in the Current year budget.

Retro pay will only be paid to those employees that are employed by the 46th Circuit Trial Court in Kalkaska County on the day the contract is ratified by the Union.

SCHEDULE A

Effective January 1, 2008

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
FOC REIMBURSEMENT CLERK	\$10.71 \$20,884.50	\$11.32 \$22,074.00	\$12.04 \$23,478.00	\$12.70 \$24,765.00	\$13.46 \$26,247.00
DEPUTY COURT CLERK FOC ACCOUNT SPECIALIST	\$11.12 \$21,684.00	\$11.83 \$23,068.50	\$12.44 \$24,258.00	\$13.16 \$25,662.00	\$13.82 \$26,949.00
DISTRICT DIVISION SUPERVISOR	\$13.01 \$25,369.50	\$13.57 \$26,461.50	\$14.33 \$27,943.50	\$14.99 \$29,230.50	\$15.91 \$31,024.50
PROBATE REGISTER FOC CASE MANAGER JUVENILE CASE WORKER COMPLIANCE OFFICER	\$13.47 \$26,266.50	\$14.18 \$27,651.00	\$14.94 \$29,133.00	\$15.81 \$30,829.50	\$16.73 \$32,623.50
PROBATION OFFICER	\$13.47 \$26,266.50	\$14.28 \$27,846.00	\$15.08 \$29,406.00	\$16.01 \$31,219.50	\$17.03 \$33,208.50
FOC SUPERVISOR	\$18.17 \$35,431.50	\$19.13 \$37,303.50	\$19.99 \$38,980.50	\$20.81 \$40,579.50	\$21.68 \$42,276.00

As designated by the Court Administrator the employee assigned as Computer Tech and JAVS Tech will receive an additional \$.50 cents per hour.

As designated by the Court Administrator the employee assigned as magistrate will receive an additional \$1.00 dollar per hour effective January 1, 2008.

Current employees who are currently paid at a higher hourly rate of pay other than the wage schedule shall be grandfathered at that rate of pay.

Compliance Officer is a new position, currently vacant and is not in the Current year budget.

Retro pay will only be paid to those employees that are employed by the 46th Circuit Trial Court in Kalkaska County on the day the contract is ratified by the Union.

SCHEDULE A

Effective January 1, 2009

POSITION	START	1 - YEAR	2 - YEARS	3 - YEARS	4 - YEARS
FOC REIMBURSEMENT CLERK	\$10.92 \$21,294.00	\$11.55 \$22,522.50	\$12.28 \$23,946.00	\$12.95 \$25,252.50	\$13.73 \$26,773.50
DEPUTY COURT CLERK FOC ACCOUNT SPECIALIST	\$11.34 \$22,113.00	\$12.07 \$23,536.50	\$12.69 \$24,745.50	\$13.42 \$26,169.00	\$14.10 \$27,495.00
DISTRICT DIVISION SUPERVISOR	\$13.27 \$25,876.50	\$13.84 \$26,988.00	\$14.62 \$28,509.00	\$15.29 \$29,815.50	\$16.23 \$31,648.50
PROBATE REGISTER FOC CASE MANAGER JUVENILE CASE WORKER COMPLIANCE OFFICER	\$13.74 \$26,793.00	\$14.46 \$28,197.00	\$15.24 \$29,718.00	\$16.13 \$31,453.50	\$17.06 \$33,267.00
PROBATION OFFICER	\$13.74 \$26,793.00	\$14.57 \$28,411.50	\$15.38 \$29,991.00	\$16.33 \$31,843.50	\$17.37 \$33,871.50
FOC SUPERVISOR	\$18.53 \$36,133.50	\$19.51 \$38,044.50	\$20.39 \$39,760.50	\$21.23 \$41,398.50	\$22.11 \$43,114.50

As designated by the Court Administrator the employee assigned as Computer Tech and JAVS Tech will receive an additional \$.50 cents per hour.

As designated by the Court Administrator the employee assigned as magistrate will receive an additional \$1.00 dollar per hour .

Current employees who are currently paid at a higher hourly rate of pay other than the wage schedule shall be grandfathered at that rate of pay.

Compliance Officer is a new position, currently vacant and is not in the Current year budget.