

AGREEMENT

BETWEEN

ONTONAGON COUNTY PROBATE COURT

AND

ONTONAGON COUNTY PROBATE COURT EMPLOYEES'
CHAPTER OF LOCAL 1923
AFFILIATED WITH
MICHIGAN COUNCIL 25 AFSCME,
AL-CIO

Effective: October 1, *2008*

Expiring: September 30, *2012*

TABLE OF CONTENTS

ARTICLE		PAGE
	Agreement.....	1
	Purpose and Intent.....	1
1	Recognition. Employees Covered.....	1
2	Management’s Rights.....	1
3	Aid to other Unions.....	2
4	Union Security (Agency Shop).....	2
5	Dues Check-Off.....	2
6	Union Representation.....	2
7	Conferences.....	3
8	Grievance Procedure.....	3
9	Discharge and Suspension of Non-Probationary Employees.....	4
10	Seniority.....	4
11	Loss of Seniority.....	5
12	Layoff.....	5
13	Recall Procedure.....	6
14	Leaves of Absence.....	6
15	Worker’s Compensation (Injuries in the Course of Employment).....	7
16	Work Hours.....	7
17	Sick Leave.....	7
18	Personal Leave.....	8
19	Holidays.....	9
20	Vacations.....	9
21	Medical Coverage and Hospitalization.....	10
22	Term Life Insurance.....	10
23	Overtime and Call-out Policy.....	10
24	Termination and Modification.....	11
	Appendix A. Pensions.....	12
	Appendix B. Classification and Rates.....	12
	Appendix C. Travel Allowances.....	12
	Appendix D. Snow Days.....	13
	Appendix E. Annual Longevity Payment.....	13
	Appendix F. PEOPLE Check-off.....	14

AGREEMENT

This Agreement entered into on this 1st day of October, 2005, between the Ontonagon County Probate Court (hereinafter referred to as the "EMPLOYER") and Ontonagon County Probate Court Employees' Chapter of Local #1923, affiliated with Michigan Council #25, AFSCME, AFL-CIO, hereinafter referred to as the "UNION".

PURPOSE AND INTENT

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 interest of the Employer, the employees and the Union.

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.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations.

ARTICLE 1. RECOGNITION. EMPLOYEES. COVERED.

(a) Pursuant to and in accordance with all applicable provisions of 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, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

All employees of the Ontonagon County Probate Court including the Probate/Juvenile Register.

ARTICLE 2. MANAGEMENT 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 administrations 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 appropriations, 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 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; provide and assign relief personnel and to continue and maintain its operations as in the past. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to review by means of arbitration, pursuant to the Grievance Procedure established herein, or any judicial proceeding and this Agreement shall always be construed in conformance with the Constitution, the laws of the State of Michigan, and the Constitution of the United States.

ARTICLE 3. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4. UNION SECURITY (Agency Shop).

(a) Employees covered by this 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 this Agreement.

(b) 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 day following completion of their probationary status employment in the unit.

ARTICLE 5. DUES CHECK-OFF.

The Union may agree with the Ontonagon County Board of Commissioners to deduct from the employees' wages all customary dues and/or representation fees and remit them to the Union, in like respect with other County Courthouse union employees (Chapter 7). However, nothing herein shall obligate the Probate Judge to deduct, collect, or remit any such fees. (See Appendix D.)

ARTICLE 6. UNION REPRESENTATION.

The Chapter Chairman (employee) may present and process grievances and engage in collective bargaining with the Employer during regular working hours without loss of time or pay. In the event collective bargaining is conducted after regular working hours for the convenience of the Union, there

shall be no overtime or compensatory time granted the employee.

ARTICLE 7. CONFERENCES.

The Chapter Chairman (employee) and the Employer may meet informally from time to time to discuss matters of mutual interest or concern. In the event either party requests a formal meeting in writing, including the agenda item, then a representative from Council #25, AFSCME shall be invited and the conclusion of the meeting will be reduced to writing and placed in the Personnel Policy file. If said conference is held during working hours, employee shall not lose time or pay to attend.

ARTICLE 8. GRIEVANCE PROCEDURE.

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within thirty (30) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to him, in writing, by the Union.

STEP (1): Employee having a grievance shall present it to the Employer as follows:

- (a) The employee may discuss the grievance with the Employer.
- (b) If the matter is not hereby disposed of, it may be submitted in written form by the employee to the Employer. Upon receipt of the grievance the Employer shall sign and date the employee's copy of the grievance.
- (c) The Employer shall give his written answer to the employee within two (2) working days of receipt of the grievance, unless the time is extended for good cause, or by consent of the parties to a stated date.

STEP (2): If the grievance remains unsettled and the Union wishes to carry it further, the employee shall refer the matter to Council #25. In the event Council #25 wishes to carry the matter further, it shall within fourteen (14) calendar days from the date of the Employer's answer at Step 1 again present the grievance in writing to the Employer. Within thirty days of receipt of the written grievance, a representative of the Union, the employee, and the employer, shall meet for the purpose of attempting to resolve the dispute.

STEP (3): If the dispute remains unsettled, and the Union wishes to carry the matter further, the Union shall file a Demand for Arbitration in accordance with the Michigan Employment Relations Commission Rules and Regulations.

The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relations Commission Rules and Regulations.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and

binding on the Union, its members, the employee and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from, any of the terms of this Agreement.

The expenses for the arbitrator shall be shared equally between the County of Ontonagon and the Union as provided in the Ontonagon County Courthouse employees' contract with the County paying Employer share.

A grievance may be withdrawn without prejudice, and if so withdrawn, costs incurred shall be divided equally. Any claimed financial liabilities in the grievance shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

Any grievance not answered within the time limits by the employer shall be deemed settled on the basis of the Union's original demand.

Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 9. DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES.

(a) The Employer agrees, promptly upon the discharge or suspension of a non-probationary employee, to notify in writing the employee of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Staff Representative and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer, except that such employee shall leave at the end of the business day. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee.

(c) Should the discharged or suspended employee consider the discharge or suspension to be improper, the employee, with the support of the Union, shall submit the issue to arbitration in accordance with the final step of the grievance procedure.

ARTICLE 10. SENIORITY.

(a) New employees hired in the unit shall be considered as probationary employees for the first six months of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the date of original hire. There shall be seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in

respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged and discipline employees of other than Union activity.

(c) Seniority shall be on a bargaining unit wide basis in accordance with employee's last date of hire.

ARTICLE 11. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

1. He quits.
2. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
3. He is absent for five consecutive working days without notifying the Employer. In proper cases exceptions shall be made. After such absence the Employer shall send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure. This provision shall not be construed to imply that an employee has a grace period of five days of non-notified absence before he can be suspended or discharged.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
5. Return from sick leave and leaves of absence will be treated the same as number 3 above.

ARTICLE 12. LAYOFF.

(a) The word "layoff" means a reduction in the work force due to a decrease of work or for economic reasons.

(b) In the event it becomes necessary for layoff the Employer shall meet with the employee at least three weeks prior to the effective date of the layoff. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

(c) In the event of a layoff, hospitalization coverage shall continue for a period of three (3) months. Premiums to be paid by the Employer.

ARTICLE 13. RECALL PROCEDURE.

Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten calendar days from the date of mailing of notice of recall it shall be considered a quit.

ARTICLE 14. LEAVES OF ABSENCE.

(a) After two (2) years of continuous employment, excluding military reserve, leaves of absences shall be granted for period of up to one (1) year, as authorized by the Department Head. Extension may be granted by the Employer for like cause up to an additional one (1) year.

(b) Leaves of absence may be granted for:

1. Medical (physical, mental, or maternity).
2. Prolonged serious illness of the employee's spouse or child.
3. Military.
4. Education.

- (c)
1. No compensation, fringe benefits, or seniority shall accrue to employees while on leave of absence.
 2. Participation in existing group health insurance will be continued for six (6) months at the Employer's expense for leave of absence described in Article 14 (b) (1) and (2).
 3. Participation in existing group health insurance will be continued for one (1) month at the employee's expense for leave of absence described in Article 14 (b) (3) and (4).

(d) Time on leave of absence will not be counted in accruing vacation time, sick leave, or any other benefit.

(e) Leave of absence will entitle a person to return to his/her job, if he/she returns to employment on or before the expiration date of duly authorized leave of absence.

(f) Prior to returning from a medical leave of absence the employee shall provide Employer a doctor's slip allowing the employee to return to work without restrictions.

(g) Anything to the contrary in this contract notwithstanding a person hired to replace an employee who is on leave of absence shall not be a member of the Union nor covered by this contract, and the replacement may be discharged without cause.

ARTICLE 15. WORKER'S COMPENSATION (Injuries in the Course of Employment).

(a) Employees injured in the course of employment have a right to receive workmen's compensation benefits subject to the provisions of law.

(b) While on Workmen's Compensation, the receipt or accumulation of fringe benefits shall cease except medical-hospitalization insurance, life insurance and pension; provided however, all fringe benefits, including medical-hospitalization insurance, shall cease as of the 1st day of the month following expiration of six (6) months after date of injury, regardless of whether there exists any unused sick leave or other accumulated benefits. Employment with the County shall automatically cease at the end of such six (6) month period unless the person has within that time, requested and been granted a leave of absence pursuant to this contract. Where a leave of absence has been granted, employment with the County shall cease at the termination of such leave of absence, or any extension thereof.

(c) Department Head or employee must report all injuries that happened during working hours to his/her Department Head and to the *County* Clerk's Office as soon as possible after such injury occurs, including specific information as to location, nature of injury, time and other circumstances. The first report of injury must be filed with the Clerk's office within twenty-four (24) hours of injury.

ARTICLE 16. WORK HOURS.

(a) Although the work hours of the County Juvenile Officer and the Probate/Juvenile Register may vary, the work week will be thirty-five (35) hours.

(b) The normal work week will be Monday through Friday, 8:30 a.m. to 4:30 p.m.

(c) A maximum of twenty (20) minutes per day will be allowed for breaks.

ARTICLE 17. SICK LEAVE.

(a) One sick day per calendar month of active service including the month of hire, for purposes of calculating earned sick leave for a portion of a month worked due to starting or termination employment after the 1st of the month, an employee shall earn one-half (1/2) sick day if (she/he) works more than fifteen (15) days in a month and zero (0) sick days for working fifteen (15) days or less.

(b) Sick leave shall be accumulative to maximum of 100 days.

(c) No compensation shall be paid for unused sick leave upon termination.

(d) Sick leave shall be used for illness of the employee only.

(e) To use sick leave, an employee must notify the Department Head by 9:00 a.m.-of the day the leave is to be taken, unless the employee is hospitalized.

(f) The employee is required to provide proper documentation of illness or *injury* upon request of the Department Head.

(g) Sick leave cannot be taken in units of less than one-half (1/2) day, unless authorized by the Department Head.

(h) Upon death or retirement (minimum age 55) employees shall be paid for fifty (50) percent of all unused sick days to a maximum payment of fifty (50) days.

(i) Upon voluntary termination of employment, employees shall be paid thirty-five (35) percent of all unused accumulated sick days to a maximum of thirty-five (35) days.

ARTICLE 18. PERSONAL LEAVE.

(a) Funeral Leave.

1. An employee shall be allowed up to five (5) consecutive working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. "Immediate Family" is to be defined as follows: Mother, Father, Spouse, Significant Other, Child, Brother, Sister, Grandparent or Grandchild.
2. An employee will be allowed up to three (3) working days with pay not to be deducted from sick leave, for a death in the family other than immediate family. "Other than immediate family" is to be defined as mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a member of the employee's household.
3. An employee will be allowed one (1) working day with pay as funeral leave day, not to be deducted from sick leave, for the death of an aunt, uncle, niece, nephew, or grandparents-in-law.
4. Step-relatives shall be defined the same as non-step-relatives.

(b) Serious Illness in Immediate Family. An employee will be allowed five (5) working days per calendar year with pay, not to be deducted from sick leave for serious family illness of the employee's spouse or child. Normally serious illness shall not include things like colds, flu, chicken pox, measles, etc. Leave shall be documented by doctor or hospital staff.

(c) Jury Duty. An employee shall receive full wages for any time required to be present for jury duty, as well as any compensation for such jury duty.

(d) Unrestricted Personal Leave.

1. An employee may use five (5) days per calendar year, to be deducted from accumulated sick leave, for personal business.
2. To use unrestricted personal leave, an employee must receive permission of the Department Head on or before the preceding day.

3. There will be no accumulation of unrestricted personal leave from year to year.

ARTICLE 19. HOLIDAYS.

(a) Paid holidays for the bargaining unit employees are as follows:

New Year's Day	Labor Day
Martin Luther King Day (1st closest to January 15th)	Veteran's Day
President's Day (3rd Monday in in February)	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Day	Christmas Day
	New Year's Eve Day Independence

(b) When a holiday falls on Saturday, it will be celebrated on Friday. When a holiday falls on a Sunday, it will be celebrated on Monday.

ARTICLE 20. VACATION.

Vacation shall be granted in accordance with the following schedule:

During 1st and 2nd year of employment	1 day per month to a maximum of 10 days
During 3rd, 4th, and 5th years.....	3 weeks per year
During 6th through 9th years	4 weeks per year
During 10th through 14th years	4 weeks, 3 days per year
During 15th year and after	5 weeks per year

Conditions:

1. Vacation shall be scheduled at the discretion of the Department Head.
2. A vacation may not be waived by an employee and extra pay received for work during that period.
3. Vacation time shall not accrue from year to year; however, if by action of the Department Head, the employee will not be able to use his/her vacation in the current year, the time shall be carried over to the following year.
4. Employees will not be paid cash in lieu of taking vacation days.
5. A holiday observed by the Employer during a scheduled vacation shall not be charged as a vacation day.

6. Vacation time may not be taken in units of less than one-half (1/2) day.

7. An employee's absence from work during scheduled vacation shall be charged as use of vacation time. This includes minor illnesses and one would only charge sick days if under a doctor's care and hospital.

8. If a regular payday falls during an employee's vacation, the employee may receive that check in advance before going on vacation, providing that the "Advance check Request" is filled in and signed at the bottom of the "Vacation Request Form", and filed with the County Controller's Office three days prior to payment. Cash advance exception may be considered in an emergency.

9. Upon severance of employment, unused vacation will be paid to the employee based on the annual rate of pay for the employee's last position; payable on the next regular payday following date of termination.

10. All employees including non-elected Department Heads shall use "Vacation Request Forms" prior to taking vacation. Employee "Vacation Request forms" must be approved by the Department Head, and eligible for vacation days must be verified by the Accounting Department prior to such vacation.

ARTICLE 21. MEDICAL COVERAGE AND HOSPITALIZATION.

Ontonagon County Probate Court Union employees will be provided medical, dental, hospitalization coverage identical to Courthouse employees. An employee of the Probate Court shall have the option to not be covered by the medical, dental, and hospitalization coverage and shall receive a one-half cash payment of the monthly premium, a maximum of the family coverage. The employee shall have the option to re-enroll in accordance with the plan carrier.

ARTICLE 22. TERM LIFE INSURANCE.

Ontonagon County will provide fifteen thousand dollars (\$15,000.00) term life insurance effective ninety (90) days after date of hire (coverage only during term of employment.)

ARTICLE 23. OVERTIME AND CALL-OUT POLICY.

When an employee is required by the Department Head to work in excess of forty (40) hours in a calendar week, he/she shall be entitled to compensatory time at the rate of one and one-half (1-1/2) hours off per each hour worked in excess of forty (40) hours. Alternatively, with this prior consent of the Department Head, the employee may be paid compensation at the rate of one and one-half (1-1/2) times the regular rate for hours worked in excess of forty (40) hours per work week. Compensatory time off shall be allowed for hours worked in excess of thirty-five (35) hours, and less than forty (40) hours in a week at straight time; at the discretion of the Department Head.

NOTE: THIS OVERTIME PROVISION MUST COME INTO COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT REQUIREMENTS.

When an employee is called out under emergency situations for work that is absolutely necessary, between the hours of 10:00 p.m. and 7:00 a.m., Monday through Thursday, and between 10:00 p.m. Friday through 7:00 a.m., Monday, and on holidays, he/she shall be entitled to compensatory time off, at the

discretion of the employee with the approval of the Department Head, at the rate of one and one-half (1-1/2) hours off for each hour worked.

When called out, an employee will be granted a minimum of two hours compensatory time or actual hours worked if the amount of time or call out is over the minimum two hours.

ARTICLE 24. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until September 30, 2008.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) 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 by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) 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 Michigan Council #25, AFSCME, AFL-CIO, 710 Chippewa Square Marquette, Michigan; and if to the Employer, addressed to Ontonagon County Probate Court, 725 Greenland Road, Ontonagon, Michigan 49953; or to any such address as the Union or the Employer may make available to each other.


FOR THE UNION:



Paula Domitrovich, Chapter Chair

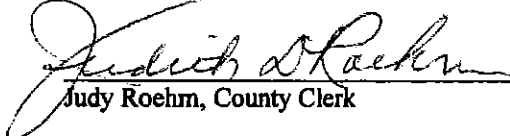


Lori Seigneurie, Member



Bob Murphy, Council 25

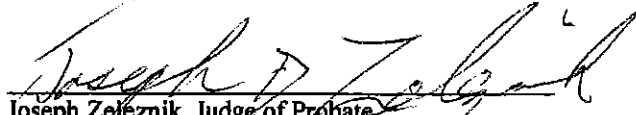
FOR THE EMPLOYER:



Judy Roehm, County Clerk



County Board of Commissioners Chair



Joseph Zeleznik, Judge of Probate

APPENDIX A
PENSIONS

Probate Court Union employees will be covered by the MERS retirement plan, level B-2 with FAX-3 and F55/15 riders, 100% Employer paid.

APPENDIX B
CLASSIFICATIONS AND RATES

Effective:	<u>10/1/05</u>	<u>10/1/06</u>	<u>10/1/07</u>
Juvenile Officer	\$19.74	\$20.04	\$20.29
Probate/Juvenile Register	\$14.43	\$14.73	\$14.98

The Probate/Juvenile Register will receive an additional fifty-five cents (\$.55) per hour for court reporting effective 10/1/00 (the current \$1,000 per year payment will be pro-rated to 10/1/00 and paid as a lump sum).

Employees hired after January 1, 1998 will receive \$1.40 per hour less than the regular rate for the first six (6) months; after six (6) months \$1.05 per hour less; after one (1) year \$.70 per hour less; after two (2) years \$.35 per hour less; after three (3) years full rate.

APPENDIX C
TRAVEL ALLOWANCE

(a) An employee required to travel on behalf of the County of Ontonagon in the course of employment shall be entitled to be reimbursed for expenses as follows:

1. Mileage: An employee required to use his own vehicle in the course of employment shall be compensated at the rate the County allows. If rate changes during contract year the new rate will become effective as of the date of decision.
2. Lodging and Meals: The total cost for meals and lodging and other proper expenses for out-of-county travel, will be reimbursed provided expenses are reasonable.
 - i. Employees authorized overnight lodging will be allowed actual cost of reimbursement if supported by actual receipts. Exceptions to this policy may be made by the Ontonagon County Board of Commissioners.
 - ii. Meal costs are not to exceed twenty-five dollars (\$25.00) per day, with a maximum of five dollars (\$5.00) for breakfast, seven dollars (\$7.00) for lunch, and thirteen dollars (\$13.00) for dinner. No receipts are required up to twenty-five dollars (\$25.00) per day (meal costs). If meal expenses exceed twenty-five dollars (\$25.00) per day, all receipts must be turned in and documented for approval of reimbursement over the twenty-five dollars (\$25.00) daily meal per diem cost.

3. Miscellaneous Expenses: Employees may be reimbursed for miscellaneous expenses including:
- i. Telephone calls.
 - ii. Parking fees.
 - iii. Toll road fees.
 - iv. Bridge fares.
 - v. Taxi-cab fares.
 - vi. Bus fares.

APPENDIX D
SNOW DAYS

In the event the Court is closed at the discretion of the Judge because of the inclement weather, all employees covered by this agreement shall not suffer lost wages or a reduction of other benefit areas. Maximum amount of days shall be two (2) per contract year.

APPENDIX E
ANNUAL LONGEVITY PAYMENT

Years of Service as of December 1	% of Annual Wage Based Upon Appendix B, Classification and Rates
1-2	1/2%
3-5	1 %
6-10	2%
11-15	3%
16-19	4%
20-25	5%
Over 25	6%

Each employee covered by this Agreement who shall have been employed for at least one (1) year shall receive an annual longevity payment, due and payable to the employee on the first pay day in December of each year on a separate check. Longevity pay shall be computed by the years of service as of December 1 times the percent of annual wage (See appendix B, based on Classification and Rate). Rate of annual wage shall be the rate of pay as of December 1. There shall be no pro-ration of this benefit, except in cases of employee layoffs by Employer.

Rate of pay as of December 1 x Percentage (%) based on years of service =
Longevity Payment.

APPENDIX F
PEOPLE CHECK-OFF

The employer 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 deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

LETTER OF UNDERSTANDING
BETWEEN
ONTONAGON COUNTY
AND
ONTONAGON COUNTY PROBATE COURT EMPLOYEES'
CHAPTER OF LOCAL 1923
AFFILIATED WITH MICHIGAN COUNCIL 25 AFSCME AFL-CIO

The Ontonagon County, party of the first part, (hereinafter referred to as the "County" or "Employer"), and Ontonagon County Probate Court Employees' Chapter of Local 1923 affiliated with Council #25, AFSCME, AFL-CIO, party of the second part, (hereinafter referred to as the "Union") enter into this Letter of Understanding effective October 1, 2005.

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:

The general purpose of this Letter of Understanding is to amend the AGREEMENT effective October 1, 2005 to September 30, 2008, (herein after referred to as the "AGREEMENT") and to resolve certain issues and to amend certain terms and conditions of employment provided for in the AGREEMENT. The certain items and amendments to the AGREEMENT are summarized and set forth as follows:

That Article 44 Classifications and Rates shall be modified during the term of the Agreement as follows:

If in any year of the Agreement one (1) County employee elects not to participate in the Hospitalization Plan offered by the employer (per Article 37 paragraph g.), all rates under Article 44 Classification and Rates will be increased by five cents (\$.05).

If in any year of the Agreement two (2) County employees elect not to participate in the Hospitalization Plan offered by the employer (per Article 37 paragraph g.), all rates under Article 44 Classification and Rates will be increased by an additional five cents (\$.05).

Rate increases shall not exceed ten cents (\$.10) in any year of the Agreement.

Transit employees will not participate in these increases for the first year of the Agreement, but will participate in subsequent years.

Employees opting not to participate in the plan must contact the Clerk's office with their decision prior to the 15th day of any month. If a wage adjustment is made per this understanding it will be made on the first full pay period following notification.

If an employee experiences a circumstance which requires them to re-enroll in the plan it shall be in accordance with the carriers rules and shall not have the effect of reducing rates until October 1st of the following year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Dated: 9/23/05

For The Union:

Paula Domitrovich
Paula Domitrovich, Chapter Chair

Lori Seigneurie
Lori Seigneurie, Member

R. Murphy
Bob Murphy, Council 25

For the Employer:

Judith D. Roehm
Judy Roehm, County Clerk
Judith D. Roehm

Joan W. Antila
County Chairperson

Joseph D. Felgus
Judge

LETTER OF UNDERSTANDING
BETWEEN
ONTONAGON COUNTY PROBATE COURT
AND
ONTONAGON COUNTY PROBATE COURT EMPLOYEES' CHAPTER OF LOCAL 1923
AFFILIATED WITH MICHIGAN COUNCIL 25 AFSCME AFL-CIO

The Ontonagon County, party of the first part, (hereinafter referred to as the "County" or "Employer"), and Ontonagon County Probate Court Employees' Chapter of Local 1923 affiliated with Council #25, AFSCME, AFL-CIO, party of the second part, (hereinafter referred to as the "Union") enter into this Letter of Understanding effective October 1, 2008.

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:

The general purpose of this Letter of Understanding is to amend the AGREEMENT effective October 1, 2005 to September 30, 2008, (herein after referred to as the "AGREEMENT") and to resolve certain issues and to amend certain terms and conditions of employment provided for in the AGREEMENT. The certain items and amendments to the AGREEMENT are summarized and set forth as follows:

ARTICLE 18. PERSONAL LEAVE.

(a) Funeral Leave.

1. An employee shall be allowed up to five (5) consecutive working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. "Immediate Family" is to be defined as follows: Mother, Father, Mother-in-Law, Father-in-Law, Spouse, Significant Other, Child, Son-in-Law, Daughter-in-Law, Brother, Sister, Grandparent or Grandchild.

(b) Serious Illness in Immediate Family. An employee will be allowed five (5) working days per calendar year with pay, not to be deducted from sick leave for serious family illness of the employee's Parents, spouse or child. Normally serious illness shall not include things like colds, flu, chicken pox, measles, etc. Leave shall be documented by doctor or hospital staff.

ARTICLE 24. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until September 30, 2012.

APPENDIX B

CLASSIFICATIONS AND RATES


Effective:	10/1/08	10/1/09	10/1/10	10/1/11
Juvenile Officer	\$20.59	\$20.89	\$21.19	\$21.49
Probate/Juvenile Register	\$15.28	\$15.58	\$15.88	\$16.18

Signed this 4 day of November, 2008

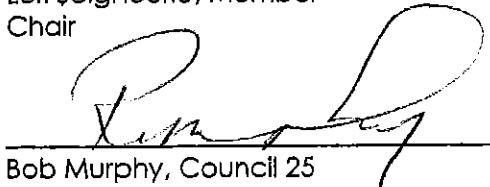
FOR THE UNION:



Paula Domitrovich, Chapter Chair

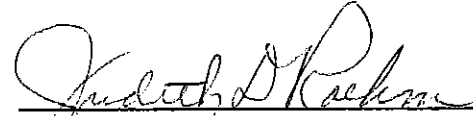


Lori Seigneurie, Member
Chair



Bob Murphy, Council 25

FOR THE EMPLOYER:



Judy Roehm, County Clerk



County Board of Commissioners



Joseph Zeleznik, Judge of Probate