ORIGINAL FOR EXECUTION
October 11, 2011

AGREEMENT

between

UNITED STEELWORKERS AND

ITS LOCAL NO. 15157-12, PROBATE COURT UNIT

and

PROBATE COURT

FOR THE COUNTY OF BAY

January 1, 2011 - December 31, 2011

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ARTICLE I.
PREAMBLE AND TERM OF AGREEMENT

Section 1.1. This agreement entered into this _____ day of _____, 2011, by and between the **UNITED STEELWORKERS ON BEHALF OF ITS LOCAL 15157,** hereinafter referred to as the Union, and the **BAY COUNTY PROBATE COURT,** hereinafter collectively referred to as the Employer.

Section 1.2. This agreement shall become effective on the 1st day of January, 2011, and shall continue in full force and effect through December 31, 2011. In the event no newer agreement is reached upon an expiration date of this agreement, it shall remain in full effect until 30 days after either party has given written notice to terminate the agreement.

Section 1.3. The parties agree to negotiate in 2011 for the succeeding year(s) contract on wages, benefits, and working conditions. These negotiations shall begin on or after October 3, 2011 and shall commence upon written notice by either party. The parties agree to negotiate during this period in a manner which will provide a timely settlement in preparation for the 2011 Court budget.

Section 1.4. The Employer and the Union shall be each limited to three (3) representatives for purposes of collective bargaining. The Union international representative will not be included in this limitation and shall attend or not attend at his discretion.

Section 1.5. Members of the Unit Committee shall not lose pay for attendance at negotiating sessions providing that sessions are equally distributed between working and non-working hours. Negotiating sessions shall be agreed to by mutual consent.

Section 1.6. If both parties agree, contract terms may be changed by a written Letter of Understanding which has been approved by the bargaining unit and the Employer.

ARTICLE II.
RECOGNITION

Section 2.1. The Probate Court recognizes the Union as the sole and exclusive bargaining agent for purposes of establishing salaries, wages, hours, and other conditions of employment for those employees who are designated as within the bargaining unit.

Section 2.2. The Bargaining Unit, for the purpose of this agreement, shall be defined as all Probate Court employees.

Section 2.3. The term "employee" shall include the following full-time personnel:

All regular full-time employees of the Bay County Probate Court classified as: Probate Register, Deputy Probate Register, Clerk Typist/Deputy Register, Juvenile Register, Court Clerk/Juvenile Register, Legal Stenographer I & II, Family Counselor, Day Treatment Program Coordinator, Day Treatment Program Assistant, Gender Services Program Coordinator, Gender Services Program Assistant, all professional employees, including State and County Probation Officers, Community Services Officer, Court Recorder, Drug Court Case Manager and intake workers. The term employee shall not include Probate Judge, Court Administrator, Chief Assignment Clerk, Referee, Office Manager, Chief Court Recorder, Confidential, Temporary, and seasonal employees.

Section 2.4. The Union shall represent probationary employees, employees who are on six-month probation, for those matters concerning wages only.

Section 2.5. A full-time Court employee shall be entitled to all benefits under this agreement.

Section 2.6. Probationary Employees. All employees shall be considered probationary employees until the employee has completed six (6) months of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE III.
UNION SECURITIES

Section 3.1. The Employer will not aid, promote or finance any labor group 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.

Section 3.2. Membership in the Union is not compulsory. Full-time employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall assert any pressure on or discriminate against any employee in regard to such matters.

Section 3.3. Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this agreement, to represent all of the employees in the bargaining

unit fairly and equally without regard to whether or not an employee is a member of a union. Terms of this agreement have been made for all employees in the bargaining unit not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement.

Section 3.4. In accordance with the policy set forth under Paragraphs 3.2 and 3.3 of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. Employees covered by this agreement shall begin dues payment 30 days following the date of employment.

Section 3.5. The Employer agrees to deduct from the pay of all employees covered by this agreement, dues and initiation fees of the international union and agrees to remit to the international union all such deductions prior to the end of the month for which the deduction is made. The law requires written authorization by the employees, same is to be furnished in form required.

Section 3.6. The Union may verify with the Employer quarterly or when an update is necessary, a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment) owed to and deducted for such amount from the pay of each member, and the Employer shall deduct such amounts from the first paycheck following receipt in one lump sum. The Employer shall add to the lists submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Section 3.7. When an employee who is on checkoff but not on the payroll during the week in which the deduction has to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance. Management has no enforcement authority on employees paying Union dues while on authorized leaves of absence.

Section 3.8. Conferences for employee matters shall be scheduled between the Chairman of the Bargaining Committee and the Employer or his designated representative at a mutually agreed upon time. Arrangements for such conferences shall be made in advance and an agenda of the specific matters to be taken up at the meeting shall be presented prior to the conference including a time limit placed upon the length of each meeting.

Section 3.9. It shall be the policy of the Employer to notify the Union whenever there is an intent to transfer employees, downgrade, eliminate or add new job classifications, or assign, delegate or transfer work presently performed by Unit employees to employee(s) outside the Bargaining Unit.

Section 3.10. The Union agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or any action taken or not taken by the Employer on the provisions of this article.

Section 3.11. One member of the Bargaining Committee will serve as a steward for the employees under this agreement. The name(s) of the steward (and/or any alternative) shall be furnished to the Employer annually or upon change.

Section 3.12. If any Sections of this Article are invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with requirements of Federal State Law or shall be renegotiated for the purpose of adequate placement.

ARTICLE IV.
MANAGEMENT RIGHTS

Section 4.1. 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 judicial operations of the Court. Its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to determine and from time to time re-determine the number, location and type of work forces, facilities, operations, and the methods necessary and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time; to contract and subcontract existing and future work not to adversely affect the personnel work force, to discontinue conduct of its mission or operation in whole or in part; to determine whether and to what extent the work required in its operation shall be performed by employees covered by this agreement; to transfer its work from or to, either in whole or in part to any numbers, types and grades of positions or employees assigned to any organization or unit, department or project; to establish and change work schedules, assignments and facility locations; to hire, transfer, promote and demote employees; to lay-off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge or discipline employees for cause, to use supervisors or other Court employees to perform work of the kind performed by the employees of the unit provided employees of the unit are not adversely affected; to alter, discontinue or vary past practices and otherwise to take such measures as management may determine to be necessary for the orderly efficient and economical operations of the Court. 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 not be subject to review by means of arbitration and this agreement shall always be construed in conformance with the constitution, the laws of the State of Michigan, the Rules and Orders of the Supreme Court of the State of Michigan, and the constitution and the laws of the United States. Except as specifically provided in this agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under applicable Michigan Laws and the rules and Orders of the Michigan Supreme Court or any other supervising or superior Court, or any other national, state, county, district or local law or regulation as they pertain to the Court.

Section 4.2. If, in the sole discretion of the Employer who in conjunction with the Chairman of the Board of Commissioners, or in his absence, the official so designated by law to act in his presence, it is determined that civil emergency exists including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4.3. If the Probate Judge or in his/her absence the official so designated to act in his/her absence, declares that the Court cannot be opened or operated in its usual manner due to weather conditions, natural disaster, civil disturbance, or any other officially declared emergency, an employee shall not be subject to any deduction in pay and the time lost will not be taken from any accumulated annual, sick, or compensatory time. This decision will coincide with the decision made by the Bay County Board of Commissioners or its designated representative whenever possible.

Section 4.4. The Union agrees that during the life of this agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow down or strike. The Employer agrees that during the same period there will be no lock outs.

Section 4.5. Individual employees or groups of employees who instigate, aid or engage in work stoppage, slow down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood that any question as to whether an employee or employees were, in fact, engaged in such prescribed activity may be resolved through the grievance process.

Section 4.6. In the event that legislation is enacted to allow public employees to strike, this section of this management rights clause shall be subject to negotiation.

ARTICLE V.
NON-DISCRIMINATION

Section 5.1. The parties hereby agree not to discriminate against employees because of race, color, creed, national origin, sex, age, handicap, religious or political affiliations, height or weight as required by law.

Section 5.2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of employees to withdraw, revoke or cancel Union membership.

Section 5.3. The Union agrees to conduct its business off the job as much as possible. This section shall not be construed so as to prevent a Union representative from filling his or her responsibilities as provided in the grievance procedure, nor shall it be construed to prevent certain routine business such as posting of Union notices and bulletins.

Section 5.4. Union business agents or representatives having business with the employees may confer with such employees during lunch or break periods or, when absolutely necessary and approved in advance by the Employer during hours of work, provided always that such discussions not take place in the presence of customers or other members of the public. Management will allow sufficient time for Union matters during the work day.

ARTICLE VI.
GRIEVANCE PROCEDURE

Section 6.1. Statement of Purpose: The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of the disputes as they arise concerning the interpretation of this agreement, without any interruption or disturbance of the normal operation of the Probate Court. 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. Any grievance filed shall refer to the provision of the agreement alleged to have been violated, shall set forth the facts pertaining to the alleged violation, and shall state the settlement or correction requested. Employee grievances shall be handled in the following manner:

Step 1. Oral Grievance. An employee who has a grievance shall orally submit it to his immediate supervisor within 5 working days after the date of occurrence of the event giving rise to the grievance or within 5 working days after the employee becomes aware

of it. The immediate supervisor shall give his answer orally to the employee within 5 working days following the presentation by the employee. Nothing herein shall prevent an employee from being represented by his Unit Representative at any step of the grievance procedure. Any employee may request his immediate supervisor to call the unit representative, alternate unit representative, or committee person to handle a specified grievance. The immediate supervisor shall arrange a meeting with the unit representative or committee person prior to the end of the shift or as soon as is reasonable.

Step 2. Written Grievance. If the grievance is not resolved in step 1, the employee shall reduce the grievance to writing, and present it to his Supervisor within 20 calendar days after the occurrence of the circumstance giving rise to the grievance. The written grievance shall state the event, condition, or circumstance giving rise to the grievance, the provisions of the agreement allegedly violated or misinterpreted, and the relief requested. The employee's Supervisor shall, within 5 working days after receipt of the written grievance, meet with the grievant and Union representative. The employee's Supervisor shall render his written disposition of the grievance within 5 working days after the meeting.

Step 3. Department Head. Failing to resolve the grievance in the second step, the employee shall, within 5 working days of the receipt of the Supervisor's written disposition take the matter up with the department head, who shall within 5 working days of receipt of the written grievance meet with the grievant and unit representative. The department head or his designated representative shall render his written disposition of the grievance within 5 working days after the above meeting.

Step 4. Mediation. Failing to resolve the grievance in the third step, the Union may submit the matter to the Michigan Employment Relations Commission for mediation within 5 calendar days of the receipt of the answer in step 3. It is understood that the results of this mediation step are non-binding upon the Employer and that the Michigan Employment Relations Commission response will be utilized as information in the final grievance step.

Step 5. Final Grievance Step. If a grievance has not been resolved by the foregoing procedures, it may be appealed to this step by delivering to the Probate Judge a written request for a meeting concerning the grievance within 5 calendar days following the receipt by the unit chairperson or the employee involved in it of the Employer's written answer in Step 2, Step 3 or Step 4, whichever step was appropriate for the grievance under consideration. Within 10 calendar days after the grievance has been appealed to this step, a meeting shall be held between representatives of the Employer and employee. The Employer's representative shall be the department head or his/her designee. The Union's representative shall be a member of the bargaining committee. Either party may have non-employee representatives present if desired. If the meeting

cannot be held within the 10 calendar day period, it shall be scheduled for a date mutually convenient to the parties. At the conclusion of the conference, the Judge or his/her representative shall signify in writing the Employer's final response to the grievance.

Section 6.2. Settlement. Any and all grievances resolved at any step of the grievance procedure (except as noted in Step 4) as contained in this agreement shall be final and binding on the Court, the Union, and any and all Union employees involved in the particular grievance.

Section 6.3. Time Limitations. Time limits established in a grievance procedure shall be followed by the parties. If the Union fails to present a grievance in the allowed time or fails to advance it to the next step in a timely manner, it shall be considered resolved on the basis of the Employer's last disposition. If the time procedures are not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension request is reduced to writing and a period of extension is specified.

Section 6.4. Entering or Advancing Out of Order. Grievances may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order. Time limits may be waived upon written agreement of the parties.

Section 6.5. Claims for Back Wages. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation for personal services that the employee may have received. This back pay shall be paid by the next pay period following the resolution of the grievance.

ARTICLE VII.
DISCIPLINARY PROCEDURE

Section 7.1. Just Cause. Non-probationary employees will be disciplined only for just cause and any disciplinary action may go into immediate effect.

Section 7.2. Types of Disciplinary Action.

A. Oral Reprimand. This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violation of a minor nature. Such warnings will be given privately with only those persons involved.

B. Written Reprimand. This is an action taken by a department head or a supervisor in which he/she writes out the action or behavior which he/she wishes to change, cease, or begin. The written reprimand will describe in detail

the behavior to be corrected and will give direct and concrete orders for the future and will point out the consequences of repeating the actions which brought about the written reprimand.

The written reprimand must be presented to the employee. After a period of six months from the date of filing, such records shall be subject to review by the Employer and the employee upon request. Written reprimands which are more than four (4) years old shall not be used in imposing further discipline.

C. Suspension Without Pay. This is an action taken by a department head or a supervisor removing an employee from employment in his department and from the Court payroll for a definite period of time not to exceed ten working days. Employees may not use any form of leave while under this type of disciplinary action.

D. Demotion. This is an action taken by a department head or supervisor which reduces an employee's rate of pay within the employee's present classification.

(1) This action will be for a maximum of six months at which time the employee may return to the pay step prior to the demotion, if the employee has demonstrated the ability to perform work tasks required at that pay classification. Employees who have reached the top pay step shall be reduced a maximum of one pay step. All other employees could be reduced a maximum of two pay steps.

(2) The reasons for the demotion must be given in writing.

E. Dismissal. This is an action taken by a department head which permanently removes an employee from employment in his/her department and from the Court payroll.

(1) Dismissed employees may not be kept in employment or paid for any time after the completion of their normal working day on the date they are dismissed.

(2) Dismissed employees shall be treated the same as employees separated for reasons other than retirement in the matters of payment for unused accumulated annual leave.

F. Employees may examine their own individual personnel files at reasonable times under the direct supervision and approval of the Employer.

G. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

H. Grievances relating to the dismissal of an employee shall be initiated by the Union at the final step of the grievance procedure.

ARTICLE VIII.
SENIORITY

Section 8.1. Seniority means a full-time employee's length of continuous service with the Court since his/her last day of hire. An employee who has not completed six months of continuous employment shall not be considered to have seniority and shall not be considered a full-time employee.

Section 8.2. The seniority lists attached to this agreement will show the names and job titles of all employees of the Union entitled to seniority. This seniority list will also indicate the existing employee's date of seniority as determined by agreement between the Court and all Court employees.

Section 8.3. The employee's Court seniority shall accumulate continuously from the date of hire by the County for purposes of retirement, vacation time, and sick leave only.

Section 8.4. The employee's Court seniority is defined as the length of continuous employment with the Court. An employee who is placed into a new position within the Court will assume the lowest level of seniority in the new position classification for purposes of promotions and lay-off.

Section 8.5. An employee shall lose all seniority credit in the event of voluntary or involuntary termination. Failure to return from an expired leave of absence or lay-off shall subject the employee to dismissal unless employee has good cause.

Section 8.6. Any lay-off of an employee shall be made by inverse order of their seniority within the Court and within their respective classification. Although the Court recognizes the importance of seniority on the lay-off issue, employee qualifications must be considered in the lay-off process. No full-time employee shall be laid-off from any position while any probationary, temporary, or part-time Court employee is still employed in the affected classification. Employees laid-off or displaced under this article will be allowed to bump into a job, within the same classification, for which they have the seniority and qualifications.

Section 8.7. Full-time employees to be recalled from lay-off shall be called on the basis of required qualifications and seniority. The Employer agrees to discuss any recall not based on seniority with the Unit Committee. The Court shall notify employees to be recalled by certified mail at the employee's last known address. It will be the employee's responsibility to notify the Employer of any change of address.

Section 8.8. Transfers Out of the Bargaining Unit. An employee who accepts a position under the jurisdiction of the Employer (as defined herein) not included in this bargaining unit shall maintain all accumulated seniority to the date of classification change for a period of one year. There is no guarantee that a former employee will be able to regain his/her previous position during the first year or at any future date unless a vacancy occurs within the position classification from which the employee left. If a vacancy occurs in the eligible classification at any time in the future, and the former employee indicates in writing that he/she desires the position back, the Employer reserves the right to determine if the former employee continues to have the qualifications for the existing position. Based upon the qualifications factor, the Employer will or will not rehire the person. It will be the former employee's responsibility to make themselves aware of position vacancies.

Section 8.9. Job Posting. When knowledge of a job vacancy occurs in the Court, the Employer will post a notice on the bulletin boards giving all Court employees an opportunity to make application for the job by filing the appropriate application forms. All Court employees who are on sick, on workers' compensation, or other form of leave at the time of posting shall be eligible to apply. The Court shall provide appropriate job posting forms for Court employees. Such notice shall be posted for a period of at least five (5) working days. The job posting notice will show the classification and rate of a job vacancy. During the posting period, the Employer may make a temporary assignment to fill the posted vacancy. An employee appointed into a change of classification shall be given 60 (sixty) days to satisfactorily perform the job. If such employee fails to satisfactorily perform the job within said period, or wishes to withdraw from said job, he shall be returned to the previous or equal vacant position without loss of seniority.

Section 8.10. The Unit Committee will be notified of any testing procedures used by the Court in filling job postings.

Section 8.11. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications as determined by the Employer. Qualifications may be determined by written and/or performance examination and previous working relationships within the Court or combination of these factors. A promotion is defined as a position involving a higher rate of pay or an upgrading of a position which materially increases responsibilities or desirability of a position.

Section 8.12. The Employer will provide a unit seniority list to the Union once per year.

ARTICLE IX.
HOURS OF EMPLOYMENT

Section 9.1. Normal Work Week and Work Day. The normal work week for all full-time and probationary employees of the Probate Court shall consist of forty hours of work performed in a period of Monday through Friday. The normal work day for full-time employees shall consist of eight hours of work, performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of an unpaid lunch hour.

Section 9.2. Work Week and Work Day Definitions. Any definition of an employee's normal work week and work day stated in this agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week. The Employer specifically reserves a right to reduce the number of hours per work day or per work week if operating or economic conditions warrant.

Section 9.3. Scheduling. The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet the needs of the public it serves including staggering starting and quitting times. It is expressly understood that work schedules may be changed whenever operating conditions or economic conditions warrant such change.

Section 9.4. Lunch Hour. Lunch hours should be scheduled between 11:00 a.m. and 2:00 p.m. unless other arrangements with the employee's supervisor or department head have been approved.

Section 9.5. Employees are expected to conform with the above hours of work, report promptly for work and remain until the close of the regular shift. Habitual tardiness and/or absenteeism will not be tolerated and appropriate disciplinary action shall be taken. Management reserves the right to investigate misuse of these situations.

Section 9.6. Lunch Periods and Rest Periods. Each employee shall be allowed a one hour unpaid lunch period and two fifteen minute rest periods daily. Lunch periods and rest periods shall be staggered so as not to curtail services to the public. Rest periods shall be considered as working time and may not be added to the lunch period or accumulated in any manner.

ARTICLE X.
LAY-OFF

Section 10.1. The Employer shall give written notice to the full-time Court employee and the Union on any proposed lay-off under normal circumstances. Such notice shall be submitted at least five (5) working days before the effective date thereof. Under non-normal circumstances, the Employer will notify the employee as soon as possible.

Section 10.2. Any lay-offs shall take place in accordance with an employee's seniority in the classification affected. The first employees to be laid-off within the bargaining unit classification shall be probationary employees. Thereafter, the first employees to be laid-off in the affected classification shall be those employees with the least amount of seniority, providing, however, senior employees retained presently have the necessary training, experience, qualifications, skill, and ability to perform efficiently the required work.

Section 10.3. When there is a lay-off in the work force, it shall be in the following order:

A. Substitute employee.

B. Part-time employees.

C. Full-time probationary employees.

D. Full-time employees.

ARTICLE XI.
BUMPING AND RECALL

Section 11.1. Employees laid-off or displaced will be allowed to bump into a job for which they have the seniority and the qualification within their classification. The qualifications are defined as the necessary training, experience, skill and ability to perform efficiently the remaining required work.

Section 11.2. Employees electing to bump may only be allowed to bump within their classification.

Section 11.3. The Employer shall supply all laid-off employees with a list of positions that they could bump into. The Employer also agrees to notify all laid-off employees of any new job openings for which they qualify. This shall occur for a period of one year.

ARTICLE XII.
BULLETIN BOARDS

Section 12.1. The Employer will furnish and maintain reasonable Union bulletin board space agreeable to the parties at locations where employees covered by this agreement are employed. The board shall be used for the following subjects.

A. Union recreational and social and related news bulletins.

B. Scheduled Union meetings.

C. Information covering Union elections or the result thereof.

D. Reports of official business of the Union, including reports of committees, local offices or the international.

E. Any other material which has been approved by the Employer and the local Union chairman.

ARTICLE XIII.
PAY PROVISIONS

Section 13.1. Wages. The wages for all employees covered under this agreement shall remain at 2010 levels, except for scheduled step increases unless prohibited by law, change in classification, and reclassifications.

The wages for all employees are listed in the County's Wage and Salary program, according to the attached wage schedules, and are in effect for the duration of this agreement.

Section 13.2. Classification. When a full-time classified Court position is established, the Court shall designate a job classification and provide a job description using the Bay County Wage and Salary program system. The Employer shall designate the rate of pay in conformity with the Bay County Salary program job evaluation plan and the rates established in this contract. The Union shall be notified in writing of such new classifications and pay rates. Pay rates are subject to negotiation and the Employer may implement its last best offer as permitted by law.

When new classifications or jobs are implemented, the union will be notified and furnished a job description.

Section 13.3. Reclassification. When an employee believes that his or her classification is deserving of consideration, the Union may present their request. The Personnel Director and the Union agree to discuss such reclassification requests applying the methods set forth in the County's Wage and Salary Program. In order to receive consideration, such requests must be received by the County prior to May 1 of each year and any adjustments will become effective as of July 1 of the same year, and September 1 of each year and any adjustments will become effective as of January 1 of the following year. The current pay scale will continue to be used to determine the appropriate pay step in which to place an employee whose position was reclassified. The reclassification decisions made by the County Board of Commissioners are not grievable.

Section 13.4. Overtime. It is understood that compensatory time will be utilized in all situations involving overtime unless it cannot be taken within the pay period earned.

Section 13.5. Full-time employees, with the exception of professional staff, may be compensated at time and one half the employee's regular hourly rate of pay for employment in excess of forty hours per week. Full-time professional staff may be compensated at hour for hour for time spent in excess of an eight hour day. No overtime will be worked unless previously approved by the supervisor or department head unless of an emergency nature.

When the need arises to transport a juvenile to a placement out of town and that placement is at a distance that cannot be covered in an eight hour day, the employee shall be entitled to compensatory time on an hour-for-hour basis beyond the normal eight hour day and shall be taken within the pay period earned.

Section 13.6. Out of Classification Pay. When an employee has been notified by his or her immediate supervisor to fill a vacancy in a higher level job for a period of more than fifteen (15) working days, he/she shall be compensated for such hours worked at the rate of the entry step; or if this rate is not equal to an increase in rate for the involved employee, the compensation shall be at the lowest pay grade range for the job which does provide an increase in pay to the employee. This agreement is subject to the following conditions:

A. In the opinion of the immediate supervisor, the employee is fully qualified to perform the duties of that position.

B. The employee has served a thirty day orientation period on that job. Employer will record thirty day period. No time limit on 30 day period.

C. A vacancy shall mean the replacing of a regular employee who is off work for illness, vacation, or other compelling reason.

D. If in the opinion of the Employer, it is not necessary to fill such a vacancy, it need not be filled. In this case, no remaining employee shall be required to perform work above his/her classification in order to compensate for the absent employee.

Section 13.7. Holiday Pay. Should a holiday fall during the time an employee is off on paid sick leave, he shall be granted holiday pay in lieu of paid sick leave for such holiday if all other requirements are met.

Section 13.8. Emergency Conditions. No wages are payable to employees who do not report for work due to emergency conditions including but not limited to snow, fire, flood, explosion, failure of public utilities, or other extreme circumstances unless the Judge or in his absence his designated Representative declares that the Court cannot be operated in its usual manner. (See Management Rights, Article 4, Section 4.3). However, employees may use accumulated personal holidays or vacation pay for this purpose.

ARTICLE XIV.
LEAVES OF ABSENCE

Section 14.1. Personal Leave.

A. The Employer may grant an unpaid leave of absence not to exceed one year for good cause. All such leave shall be counted towards Family and Medical Leave Act (FMLA) time off. Such good cause might include:

1. Serious illness of the employee or a member of his immediate family.

2. Educational leave when such additional education would serve to the advantage of the Court or related employment situation.

3. A legal matter in which the employee is directly involved.

B. In the case of unpaid leave of absence for serious illness, upon written confirmation of a serious illness by the attending physician and/or County physician, hospitalization insurance payments shall be continued for a period of one year (or longer if approved by the Employer in conjunction with County Personnel Department and County Board Personnel Committee) for the employee and medically eligible dependents providing all insurance requirements are met. When this coverage is in effect, seniority will accrue to the involved employee. All such leave shall be counted towards Family and Medical Leave Act (FMLA) time off.

Section 14.2. Maternity Leave. Maternity leave shall be treated the same as leave for any other temporary disability.

Section 14.3. Union Leave. Members of the Local Union elected to or selected for International Union positions, which take them from their employment with the Employer, shall at the written request of the International Union, and approval of the Employer, be granted leaves of absence without pay, for a period not to exceed one year, and said leave shall be renewable for one additional year. The members of the local Union, called upon to perform services on behalf of a Union, shall be granted leaves of one day to two weeks while on bonafide Union business and subject to the written request of the International Union, and approval of the Employer without pay. Total leave for this purpose shall not exceed three weeks per person in any one calendar year and shall be allowed consistent with efficient operation of the Court.

Section 14.4. Political Leaves. Political leaves of absence shall be granted when an employee assumes a full-time elective political office. Such leaves shall be granted for one (1) term of office or four (4) years, whichever is greater without pay.

Section 14.5. Military Leaves.

A. The Employer shall comply with all mandatory Federal and State laws dealing with the re-employment rights of Veterans.

B. A full-time employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government base paid wage received for this service during this period. If such Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

Section 14.6. Funeral Leave.

A. When death occurs in an employee's immediate family, i.e., spouse, parent, current step-parent, parent of a current spouse, child, stepchild, brother or sister, son-in-law, daughter-in-law, grandchild or a permanent member of the employee's family, the employee, on request, will be excused for any of the first three (3) normal scheduled working days immediately following the date of death, provided he attends the funeral. The Probate Court Judge may waive the three (3) consecutive day requirement for extenuating circumstances.

B. An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he would have earned by working during straight time hours on such scheduled days of work for which he was excused. This time paid will not be counted as hours worked for purposes of overtime.

C. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled workdays shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this section.

D. In the event of death of an employee's aunt, uncle, nephew, niece: one (1) day paid leave will be allowed subject to the terms and conditions heretofore stated in this section. In the event of a death of a brother-in-law or sister-in-law, grandparents or grandparent of a current spouse, two (2) days paid leave will be allowed subject to the terms and conditions heretofore stated in this section.

E. Other benefits shall continue to accrue and be paid as provided in this agreement when an employee is on funeral leave.

F. Additional paid time may be granted for extenuating circumstances at the discretion of the Judge. Total of all leave shall not exceed five (5) days.

G. Funeral leave for non-immediate family members may be taken at the discretion of the Judge.

Section 14.7. Jury Duty/Witness Responsibility.

A. During the time an employee is actually reporting to the Court for jury duty and following receipt of "Certificate of Jury Service", the department head or his designee will convert the employee's usual shift to a regular five-day, Monday through Friday day-shift basis.

B. Any person holding a full-time position ordered to serve on a jury shall be entitled to his regular pay provided he deposits his fees for service, other than mileage, with the County Treasurer.

C. Whenever any full-time employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his presence as a witness, unless he is a party or an expert witness, he shall be allowed the time necessary to be absent from work at his regular pay to comply with such subpoena, provided he deposits any witness fees, except mileage, with the County Treasurer.

D. Other benefits shall continue to accrue and be paid as provided in this agreement while employee is on jury or witness leave.

Section 14.8. Procedure for Leaves.

A. An employee must submit a letter of application to his department head at least two (2) weeks prior to the start of any leave, except funeral leave, for which advance notice is not required.

B. Employees must notify the department head in writing at least one (1) week prior to any contemplated change in an approved leave date. Any change in such leave date must be mutually agreed upon.

C. It will be the option of the employee to utilize any accumulated vacation days.

D. Fringe benefits will be retained but not accrued or paid during leave, unless otherwise stated in this agreement. At the employee's option, he or she may continue in the County's Medical Insurance Plan at his or her own expense during leave.

E. During a leave of absence, seniority will be maintained but shall accrue only during the following leaves: Union, Funeral, National Guard or Reserve, Jury Duty and Witness.

F. Vacancies created by leaves may be filled or left vacant at the discretion of the department head. If the position is filled, it shall be filled by a substitute employee, whenever feasible. If it is not feasible to fill the position with a substitute employee, a full-time employee may be hired after notifying the Union Bargaining Committee.

G. An employee desiring to return from a leave may return directly to his or her job if the position was left vacant or if a substitute employee was used. If a full-time employee was used, the returning employee cannot bump but must take an available position for which he or she has the seniority and qualifications. If no such position is available immediately, the employee will be laid off without bumping rights. An available position shall include a vacant, posted position.

Section 14.9. Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

ARTICLE XV.
SICK LEAVE

Section 15.1. Accrual.

A. Sick leave for each full-time employee shall be one (1) eight hour day with pay for each month of service. For the purpose of this section, a month of service is completed when the employee has worked eleven (11) days in any one month. Paid sick leave accumulation shall be limited to a maximum of sixty (60) days. Any employee who is on paid sick leave shall be entitled to all contractual benefits as if he were working.

B. A probationary employee may accrue sick leave while on probation but may not use such accumulated sick leave until he/she has completed one hundred eighty (180) days of service.

Section 15.2. Use of Sick Leave.

A. Paid sick leave may be used when illness or disability prevent an employee from working or for necessary absence from work for the purpose of keeping an appointment with a doctor.

B. An employee may use up to five (5) days of accumulated sick leave per year for serious illness or to keep a doctor, dentist, or other medically related appointment which requires the employee's presence in the immediate family. For the purposes of this Section, the immediate family shall be defined as the same as FMLA and legal dependents living in the same household; serious illness will be defined as an illness of a serious nature which involved the hospitalization or treatment by a physician of a member of the immediate family and requiring the presence of the employee.

C. Sick leave may be taken in any unit from one-half hour to the maximum available in one-half hour increments.

D. If the use of sick leave is excessive or the Employer has reason to believe it is abusive, medical verification will be required. If this entails a cost not otherwise required, it shall be borne by the Employer only if it is determined that the use of sick leave was proper. Payment by the Employer will be made only if the examination is directed by the Employer.

E. Employees that have accrued sick days shall be given the option of using all their sick days prior to being placed on Sick and Accident.

F. Any abuse of this section shall be cause for disciplinary action.

Section 15.3. Sick Leave Severance.

Any employee who after eight (8) years of County employment (except for discharge) leaves the employment of the County, shall be paid one-half (½) of his/her accumulated sick leave, up to thirty (30) days, which shall be based upon his/her regular daily wage rate, subject to a cap of $2500.00.

A. Sick Leave Severance - Retirement. Any employee who retires under the provisions of the Bay County retirement program and is immediately receiving retirement benefits, without a break in service, shall be paid one-half (½) of his/her accumulated sick leave, up to thirty (30) days, which shall be based upon his/her regular daily wage rate.

B. Designated Beneficiary. The designated beneficiary of an employee who dies while employed by the County, after eight (8) years of service, shall upon death of the employee, be paid for one-half (½) of his/her unused sick leave on record at the time of death, up to thirty (30) days.

ARTICLE XVI.
HEALTH AND WELFARE

Section 16.1. Medical and Hospitalization Insurance. The Employer shall provide the same health insurance and under the program conditions as Full-Time General County employees in the Steelworkers unit receive. If the employee does not participate in the health insurance program, the employee will be paid $1,800 effective after this contract is executed by the parties in 2003.

Section 16.2. Sick and Accident Insurance.

A. After completion of the probationary period, the Court will provide Sick and Accident Insurance or self-insurance for employees covered by this agreement. Said insurance shall become operative on the thirty-first (31st) calendar day after occurrence of a verified disability unless the employee first chooses to utilize available vacation or sick days, and will provide 75% of employee's regular base rate of pay for a period not to exceed thirty-six (36) weeks, for illnesses or injuries arising after the signing date of this agreement in 1997, for any one disability under the conditions of insurance company policy or County self-insured conditions.

B. Payments shall be less any amounts available from other sources, including local, state or federal government.

C. If it is determined that an employee will not return to work and is eligible for pension under the County's Retirement System, such retirement shall not be deferred in order to collect on this benefit.

D. A reoccurrence of a previous illness which occurs within six months of return to work shall be considered to be a continuation of that illness for continuation of the sick and accident benefits.

E. The Court shall furnish a copy of the policy to each employee. The Court shall immediately notify the Union of any proposed change of insuring company and/or policy wording. This change shall then be subject to negotiation at the next scheduled bargaining session.

F. Time spent on sickness and accident shall not count towards earning sick, vacation or personal days.

G. Available sick and vacation days may be used to receive payments during the thirty (30) day waiting period.

H. Benefits (except for health and life insurance) shall neither accrue nor be paid while an employee is on sick and accident coverage. Seniority shall be maintained but not accrued while an employee is on sick and accident coverage.

I. Employees that have accrued sick days shall be given the option of using all their sick days prior to being placed on Sick and Accident.

Section 16.3. Unemployment Compensation. Bay County is established as a Reimbursing Employer with the Michigan Employment Security Commission in conformity with State and Federal Rules and Regulations and as such, extends unemployment compensation coverage under the rules established for said commission. This kind of coverage is also afforded to all Court employees.

Section 16.4. Workers' Compensation.

A. Bay County is registered as a "Self-Insuring Employer" under state and federal rules for payment of workers' compensation benefits and as such does provide this benefit to the employees. Court employees are eligible for this benefit.

B. Benefits provided under this contract will be retained but not accrued or paid during periods covered by workers' compensation. During coverage under workers' compensation, seniority will be maintained but shall not accrue. Coverage under the medical and hospitalization insurance will cease two (2) months after the start of the period covered by workers' compensation. An employee may participate in a group health insurance program at his or her own expense for an additional six months immediately following. This period may be extended upon approval of the Judge with input from the County Board of Commissioners.

Section 16.5. Social Security.

A. Bay County provides social security coverage for employees covered by this agreement under the usual conditions. Court employees are also covered on this benefit.

B. The employee contributes his/her share as defined by federal government through payroll deduction. This applies to Court employees also.

Section 16.6. Retirement.

A. Bay County provides a retirement program to eligible employees according to terms contained in the Bay County Retirement System Ordinance established January 1, 1947 and as subsequently amended from time to time. These benefits are also available to Court employees.

B. All of the terms and conditions of said Ordinance are hereby made a part of this contract as though written herein.

C. For members of this unit, said Ordinance provides for a benefit formula based on two and one quarter percent (2.25%) of the employee's average annual income based on his/her best five (5) years' earnings times the number of years of credited service. This benefit is also available to Court employees.

D. For a member of the unit said Ordinance provides for full retirement for members who have thirty (30) years of credited service and who have obtained fifty-five (55) years of age.

E. Any employee hired after January 1, 1991, shall not receive a "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees Retirement System if that employee leaves the employ of the county prior to being vested; employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice. Otherwise, current retirement programs to remain the same.

Section 16.7. Schedule for Retiree Health Insurance for Employees.

The following schedule applies to all employees hired on or after January 1, 2007.

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
17	80%	0%
18	80%	0%
19	80%	0%
20	85%	15%
21	85%	15%
22	85%	15%
23	85%	15%
24	85%	15%
25	85%	40%
26	85%	40%
27	85%	40%
28	85%	40%
29	85%	40%
30	85%	50%
31	85%	50%
32	85%	50%
33	85%	50%
34	85%	50%
35	85%	50%
36	85%	50%
37	85%	50%
38	85%	50%
39	85%	50%
40	85%	50%

Section 16.8. Physicals.

A. All newly appointed Court employees shall be required to pass a pre-employment physical prior to commencing employment.

B. Pre-employment physicals shall be conducted by the Medical Officer of the Bay County Health Department and must be arranged for at a time convenient to the Health Department.

C. If the Medical Officer determines that further examination is necessary he will so direct.

D. All costs of this pre-employment physical will be borne by the County.

E. If, in the opinion of the Court, a physical is required to assure the Court that the employee is able to continue in his present assignment, it may be so directed; in which case, the County will bear the costs of said physical. If the employee does not satisfactorily meet the physical requirements for his position, the employee will be so notified and he may be reassigned.

Section 16.9. Other Health Benefits.

A. All employees under the terms of the agreement shall be offered the following:

1. Tuberculin tests.
2. Tetanus toxoid series or booster.
3. Influenza immunization.
4. Diphtheria series or booster.
5. Polio series or booster.
6. Cholesterol test.
7. Hepatitis B series or booster.

B. The above health benefits shall be available through the Bay County Health Department and arrangements must be made by the employee at the convenience of his/her department and the Health Department.

Section 16.10. Life Insurance. Employees will receive $20,000 in Employer-paid life insurance, commencing after this contract is executed in 1997.

Effective the first of the month within sixty (60) days after the contract is executed by the parties, the County will provide $40,000 Group Term Life Insurance coverage to each employee. This coverage will be canceled when the employee leaves the County for any reason, including retirement.

Effective the first of the month within sixty (60) days after the contract is executed by the parties in 2010, the County will provide $10,000 Group Term Life Insurance coverage to each employee who retires on or after the effective date of this agreement. This does not apply retroactively to employees who retired before the effective date of this agreement.

Under no circumstances may an employee be eligible for both life insurance provisions at the same time.

Section 16.11.a. Benefits prior to this Memorandum of Understanding required that a mammography be covered one per calendar year, no age restrictions at 80% after deductible. Subsection 1.a. Eliminates the deductible and percent co-pay requirements from screening mammography services provided by PPO network providers.

Section 16.11.b. Benefits prior to this Memorandum of Understanding did not cover adult immunizations, only childhood immunizations up to the age of 16. Subsection 1.b. adds Adult immunizations approved by BCBS under this additional benefit rider as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics when provided by participating provider.

Section 16.11.c. Benefits prior to this Memorandum of Understanding for preventive care services were subject to a $250 maximum (cap) per member per calendar year. Subsection 1.c. eliminates the cap, so that all preventive services as dictated by the BCBS coverage become covered at 100% up to the plan limits without a cap on the maximum dollars spent in this category.

ARTICLE XVII.
VACATION

Section 17.1. Vacation Accrual and Use. Vacation leave shall be earned at the rate of one (1) eight hour day per month of service. For the purpose of this section, a month of service is completed when the employee has worked eleven (11) days in any one month. Vacation shall accrue from date of employment but shall not be used until the following calendar year thereafter. Vacation earned during any calendar year shall not be available to the employee until January 1st of the year following.

Section 17.2. Exception. The Judge may make an exception to the above procedure in case of extenuating circumstances, however, no employee shall be allowed to use vacation time not yet earned.

Section 17.3. Communication. The Department Head shall keep the employee advised as to their accumulated vacation.

Section 17.4. Termination. In the event of termination, the employee will be paid for all of his/her unused accumulated vacation at the then prevailing hourly pay rate, including the current year.

Section 17.5. Merit Days. In addition to the one (1) day per month accrual of vacation, one (1) merit vacation day shall be added for each consecutive year of service following the first full year on the employee's anniversary date to a maximum of ten (10) merit days (i.e., after completion of the eleventh consecutive year of service, the employee would accrue twelve (12) days plus ten (10) merit days). For purposes of this section, anniversary date is defined as the month and the day of an employee's current seniority date in the bargaining unit. Upon termination of employment an employee shall be paid for merit days accrued to date of termination with no pro-ration. [See attached Settlement Resolution, August 1998 (Merit Days)].

Section 17.6. Holidays and Vacation. Recognized Holidays, as listed elsewhere in this agreement, falling within a vacation period, shall not be counted as vacation time.

Section 17.7. Units. Vacation may be taken in any unit from one-half (½) hour to the maximum available for that year in one-half (½) hour increments.

Section 17.8. Accumulation. Employees may, at their option, accumulate vacation periods up to and including thirty (30) days vacation, provided that all employees must take at least six (6) vacation days each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

Section 17.9. Reimbursement. No employee shall lose any accrued vacation. Said vacation over thirty (30) days shall be reimbursed by the Court in full as of the end of the year and payable in the second pay period in February of each year.

Section 17.10. Scheduling. All vacation must be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operation. The Employer will not be required to schedule more employees for vacation at any one time or season than the operation of the department can accommodate.

Section 17.11. Leaves. No vacation will be earned by employees while on any unpaid leave of absence.

ARTICLE XVIII.
HOLIDAYS

Section 18.1. Holidays.

A. The following days are recognized as Holidays for pay purposes:

New Year's Day	General Election Day**
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

** General Election Day shall be eliminated as a holiday if the full-time general Steelworkers unit eliminates the same. If the General Election Day Holiday is eliminated, an additional annual ½ day (4 hours) personal leave time will be provided to employees who have been employed by the Employer for at least five (5) years.

B. Each full-time employee shall be paid for these holidays at his regular straight time rate of pay, not including shift differential, on the following eligibility requirements: he must have worked his last payroll working day prior to the holiday, and his next scheduled working day after the holiday.

C. Court employees, with the exception of professional staff, called in to work on a holiday, shall be guaranteed a minimum of four hours at the regular straight time rate of pay or be paid eight hours idle holiday pay and one and one-half times their regular hourly rate for all hours worked. By mutual consent, an employee, with the exception of professional staff, may take compensatory time off at time and one-half in lieu of the aforementioned time and one-half pay for hours worked. However, such compensatory time must be used within the same pay period.

D. Professional staff shall be compensated through an hour for hour compensatory time policy for time worked on a holiday. The professional staff member must work at least 30 minutes before being compensated for the full hour. If the professional staff member works more than one hour, he must work an additional 30 minutes in that hour before being credited with the second hour. The professional staff member must actually be required to leave their residence and come into work before this type of compensation will be allowed.

E. Whenever one of the designated holidays falls on a Saturday, it shall be celebrated on Friday; if the holiday falls on a Sunday, it shall be celebrated on Monday. However, if the holiday falls on a Saturday and Friday is also a holiday, Thursday and Friday shall be celebrated as holidays. If the holiday falling on Sunday and Monday is also a holiday, Monday and Tuesday shall be celebrated as holidays.

Section 18.2. Personal Holidays.

A. In addition to the above, each employee shall be entitled to three (3) personal Holidays per year which may be used in any unit from one-half (½) hour increments. For new or terminating employees, these personal Holidays shall be pro-rated on the following basis:

1. One (1) Holiday for any time worked between January 1 and March 31;

2. One (1) Holiday for any time worked between April 1 and June 30; and

3. One (1) Holiday for any time worked after June 30.

Personal Holidays for terminating employees with eight (8) years or more of credited seniority will be pro-rated.

B. Personal Holidays will be assigned on a lump sum basis and available to the employee as of January 1st of each year or at time of hire. Any personal holidays used by terminating employees in excess of the pro-rating procedure as outlined in paragraph A above shall be deducted from the employee's final payroll check.

C. Personal Holidays shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operation of the Court.

D. There shall be no reimbursement for unused personal holidays.

ARTICLE XIX.
MISCELLANEOUS BENEFITS

Section 19.1. Mileage.

A. The Employer agrees to pay mileage to all Court employees who are required to use their personal car for and while on Court business.

B. The mileage allowance shall be the Bay County rate and as adjusted from time to time by the Board of Commissioners. This rate shall be effective on the date this contract is signed in 1997 and apply to the employee's mileage incurred after that date.

C. The Court may require proof of insurance for employees required to use their personal car on Court business.

Section 19.2. The Court shall provide for payroll deduction for the purchase of U.S. Savings Bonds and shall provide the necessary forms.

Section 19.3. County/Court Policy.

A. The County's travel policies are hereby made a part of this agreement by reference as amended.

B. If any terms contained in these policies differ from terms contained in this contract, this contract shall supersede.

Section 19.4. Printing of Contracts. The Court agrees to supply each member of the bargaining unit with one copy of the Local 15157 United Steelworkers of America contract within sixty (60) days after the signing of this agreement.

Section 19.5. The Court shall notify the Union of any proposed changes in any benefits presently contracted by the Union. Such changes, when controllable by the Court, shall require the mutual consent of the parties before taking effect for employees covered by this agreement.

ARTICLE XX.
SEVERABILITY

Section 20.

A. Should any part of this agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, National Labor Relations Board or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portion of this agreement.

B. If any section of this agreement is invalidated as above defined, the parties may,

by mutual consent, renegotiate those sections to bring them into conformity with the aforementioned ruling.

ARTICLE XXI.
PROBATE COURT EMPLOYEE SENIORITY LIST

Employee	Classification	Pay Grade	Seniority Date*
Catherine M. Odney	Probate Register	TP09	01/14/1974
Lynn Szczypka Berger	Intake Officer	PU07	11/30/1995
Katherine A. Hugo	Probation Officer	PU06	08/26/1998
Jeffrey Strohpaul	Day Treatment Case Manager	PU06	08/30/1998
Richard M. Rasmer	Probation Officer	PU06	09/01/1998
Lana Kalinowski	Gender Services Coordinator	PU06	12/24/1998
Cynthia Hanson	Probation Officer Guardian	PU06	03/21/2000
Charlene Hogan	Juvenile Register	TP08	11/04/2002
Nancy Gallagher	Deputy Probate Register	TP07	01/17/2003
Allen Nelson	Community Services Worker	PU05	07/07/2003
Kara Rohn	Family Counselor	PU06	02/03/2004
Karen Mika	Deputy Probate	TP07	12/11/2006
Sarah Super	Gender Services Program Assistant	TP07	12/12/2007

Kristin LaRoche	Drug Court Case Manager	PU06	07/26/2010
Christopher Foret	Day Treatment Program Assistant	TP07	11/22/2010

Section 21.1. Each new employee and employees advancing in classification and grade covered by this agreement shall initially be paid at the hire-in rate applicable to their classification. Upon completion of the six month probationary period, he/she shall automatically advance to the six month level of his/her pay grade. Further advancements within the employee's pay grade are based upon merit and are not automatic. At least once annually, each employee's work performance will be evaluated by his immediate supervisor for the purpose of advancement on pay grade and planning for the future development of each position. The evaluation will be conducted with input from each employee and a written plan along with recommendations for any pay change and job redevelopment will be completed for each employee. These evaluations shall be conducted at a time which will allow budget planning.

Section 21.2. Employees who have reached the maximum pay rate shall continue to be evaluated on a yearly basis for job performance and redevelopment of position. This evaluation will also provide the Court with information necessary for position reclassifications and employee advancement into other Court positions.

Section 21.3. Employer will provide seniority list to the unit chairperson once per year.

ARTICLE XXII.
SUPPLEMENTAL EMPLOYMENT

Supplemental employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.

ARTICLE XXIII
CONTRACT REOPENER

The Employer reserves the right to have a contract re-opener on the issue of Court reorganization only which could include but not be limited to the reassignment of employees within the entire court system and the interchange of job responsibilities. It is not the intent of the Court that employees will be laid off as a result of court reorganization.

If any of the units listed below receive a raise in compensation or compensation paid in lump sum, employees in this unit will receive the same amount. (Does not include any compensation for any other reason than wages.)

BCAMPS
USW (FT or PT)
Nurses

District Court
Circuit Court
Board of Commissioners
Non-represented

ARTICLE XXIV.
WAIVER

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 area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

Signed this _____ day of _____, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date and year first above written.

PROBATE COURT
Bay County

P26913
Judge Karen Tighe

UNITED STEELWORKERS,
AFL-CIO•CLC

Leo W. Gerard, Int'l President

Stanley Johnson, Int'l Secretary-Treasurer

Thomas Conway, Int'l Vice President (Admin)

Fred Redmond, Int'l Vice President (Human Affairs)

Michael Bolton, District 2 Director

Michael A. Flora, USW Staff Representative

LOCAL UNION #15157-12

Matt Burley, Local President 11/21/11

Cathy Odney, Unit President

Karen Mika, Committee

PROFESSIONAL CLASSIFICATIONS
PROBATE COURT
SCHEDULE OF IN-RAGE SALARY PROGRESSION
BI-WEEKLY AND ANNUAL
(Effective January 1, 2011)

SALARY GRADE	HIRE RATE	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
PU01	950.40	981.60	1,011.20	1,041.60	1,072.00
	24,710.40	25,521.60	26,291.20	27,081.60	27,872.00
PU02	1,055.20	1,092.00	1,128.80	1,160.80	1,197.60
	27,435.20	28,392.00	29,348.80	30,180.80	31,137.60
PU03	1,172.80	1,215.20	1,255.20	1,298.40	1,341.60
	30,492.80	31,595.20	32,635.20	33,758.40	34,881.60
PU04	1,298.40	1,344.00	1,398.40	1,448.80	1,496.80
	33,758.40	34,944.00	36,358.40	37,668.80	38,916.80
PU05	1,436.80	1,496.00	1,556.80	1,615.20	1,675.20
	37,356.80	38,896.00	40,476.80	41,995.20	43,555.20
PU06	1,598.40	1,664.80	1,740.00	1,802.40	1,871.20
	41,558.40	43,284.80	45,240.00	46,862.40	48,651.20
PU07	1,771.20	1,849.60	1,933.60	2,011.20	2,094.40
	46,051.20	48,089.60	50,273.60	52,291.20	54,454.40
PU08	1,962.40	2,056.00	2,148.80	2,245.60	2,340.80
	51,022.40	53,456.00	55,868.80	58,385.60	60,860.80
PU09	2,172.00	2,285.60	2,397.60	2,507.20	2,615.20
	56,472.00	59,425.60	62,337.60	65,187.20	67,995.20
PU10	2,413.60	2,541.60	2,668.80	2,796.00	2,930.40
	62,753.60	66,081.60	69,388.80	72,696.00	76,190.40
PU11	2,676.80	2,821.60	2,972.80	3,124.00	3,272.00
	69,596.80	73,361.60	77,292.80	81,224.00	85,072.00

TECHNICAL, OFFICE, PARAPROFESSIONAL AND SERVICE CLASSIFICATIONS
PROBATE COURT
SCHEDULE OF IN-RAGE SALARY PROGRESSION
HOURLY, BI-WEEKLY AND ANNUAL
(Effective January 1, 2011)

SALARY GRADE	HIRE RATE	6 MONTHS	1 YEAR	2 YEARS
TP01	7.96	8.32	8.77	9.24
	636.80	665.60	701.60	739.20
	16,556.80	17,305.60	18,241.60	19,219.20
TP02	8.48	9.00	9.58	10.10
	678.40	720.00	766.40	808.00
	17,638.40	18,720.00	19,926.40	21,008.00
TP03	9.38	10.02	10.63	11.28
	750.40	801.60	850.40	902.40
	19,510.40	20,841.60	22,110.40	23,462.40
TP04	10.32	11.06	11.84	12.62
	825.60	884.80	947.20	1,009.60
	21,465.60	23,004.80	24,627.20	26,249.60
TP05	11.48	12.34	13.19	14.00
	918.40	987.20	1,055.20	1,120.00
	23,878.40	25,667.20	27,435.20	29,120.00
TP06	12.62	13.50	14.46	15.37
	1,009.60	1,080.00	1,156.80	1,229.60
	26,249.60	28,080.00	30,076.80	31,969.60
TP07	14.13	15.19	16.23	17.23
	1,130.40	1,215.20	1,298.40	1,378.40
	29,390.40	31,595.20	33,758.40	35,838.40
TP08	15.79	16.99	18.17	19.34
	1,263.20	1,359.20	1,453.60	1,547.20
	32,843.20	35,339.20	37,793.60	40,227.20
TP09	17.74	18.99	20.41	21.66
	1,419.20	1,519.20	1,632.80	1,732.80
	36,899.20	39,499.20	42,452.80	45,052.80

USW COURT RECORDER PPCR	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR
	15.79	16.99	18.17	19.34	20.44
	1,263.20	1,359.20	1,453.60	1,547.20	1,635.20
	32,843.20	35,339.20	37,793.60	40,227.20	42,515.20

APPENDIX A

DEFINITIONS

Bargaining Unit	All members of Local Union 15157, United Steelworkers, Probate Court Unit.
Committee Person	A member of the Union Bargaining or Grievance Committee.
Compensatory Time	Time off in lieu of payment for work outside the regular schedule.
County	Bay County, Michigan, represented by the Bay County Board of Commissioners.
Court	Bay County Probate Court, Bay County, Michigan, represented by Probate Court Judge or his/her designated representative.
Employee	An employee of Bay County Probate Court represented by the United Steelworkers, Local 15157, under this agreement as listed in Recognition Article II.
Employer	Bay County Probate Court and Bay County Board of Commissioners, under this agreement as listed in preamble on term of agreement Article I.
Full-time Personnel	An employee of Bay County Probate Court who works 80 hours per bi-weekly pay period on a regular basis.
Lay-Off	A reduction in the work force.
Lockout	Closing down the operation of the Court or any department of the Court as a form of economic pressure upon employees to enforce acceptance of Employer's terms.
Parties	Probate Court, Board of Commissioners and Local 15157, United Steelworkers Probate Court Unit.
Part-time Employee	Those employees who work less than 40 hours in a bi-weekly pay period on a regular basis.
Reclassification	Approved change in the classification of an employee placing the employee under a new or revised job description.
Substitute Employee	An employee hired on a temporary basis to fill a vacancy created by a regular employee who, under terms of this agreement, is on a leave of absence. Substitute employees will not accrue any seniority or benefits and will be replaced by the employee returning from leave. Dismissal or discipline of a substitute employee will not be subject to the grievance procedure of this contract.

Transfers	The assignment of an employee to a different classification or a department.
Union	United Steelworkers, AF of L-CIO-CLC (also U.S.W.).
Union President	Duly elected president of Local Union 15157, United Steelworkers.
Unit Committee	Representatives who are appointed or elected to carry out union duties such as bargaining and grievance matters.
Unit Representative	A representative of Local Union 15157, United Steelworkers, appointed or elected to carry out union duties and adjust grievances.
He/She or His/Her	Whenever used will refer to either or both gender.

APPENDIX B

PROBATE COURT GENERAL WORK RULES

PURPOSE: The orderly and efficient operation of the Probate Court requires that certain work rules be established. Work rules covering personal standards of conduct as well as standard operating procedures are necessary to protect the health and safety of all employees, maintain uninterrupted service and to protect the Court/County goodwill and property.

WORK RULES: The following work rules shall be applicable to all Court employees. These rules are not intended to be all inclusive and the Court shall, when it deems appropriate, establish additional rules to insure the effective operations of the Court.

- Employees shall deal with the public in a courteous and professional manner.
- Employees shall not gather on County/Court premises to conduct any personal business without authorization.
- Employees shall follow all safety regulations to include the wearing of safety articles and the using of protective equipment. Employees shall immediately report accidents or injury to their supervisor.
- Employees shall be responsible for and shall not misuse Court/County property records, or other materials in their care, custody, and control. Court/County property, records, or other materials shall not be removed form the premises without written permission.
- Employees shall avoid littering work areas.
- Employees must be at their designated work area on time and ready to work. Employees shall remain at their work area, at work, until the scheduled quitting time unless permission to leave is granted by their supervisor.
- An employee shall immediately report to his supervisor his inability to report to work and the reason therefor.
- Employees shall immediately report the loss of their badge or identification card to their supervisor. Employees shall not allow other persons to use their badge or identification card at any time.
- Employees shall not park in prohibited areas.
- Employees shall notify their supervisor whenever there is a change in their personal data.

- Employees shall not restrict or interrupt work or interfere with the work of others.
- Employees shall report for and remain at work only in a fit physical condition.
- Employees shall not neglect their duties and responsibilities or refuse to perform assigned work.
- Employees shall not engage in immoral conduct, fight, engage in horseplay, gamble, or use abusive language while on duty or on County/Court premises.
- Employees shall not use County/Court telephone for personal calls or conduct personal business during working hours on County/Court premises.
- Employees shall not engage in unapproved soliciting, partisan political activity, use their position for personal gain, or use their position to coerce others.
- Employees shall not post notices on the County/Court premises without prior written approval from the appropriate authority.
- Employees shall not possess unauthorized firearms, weapons, drugs, or intoxicating beverages on the County/Court premises.
- Employees shall not falsify records, reports, or claims of illness or injury.
- Employees shall not punch or sign another employee's time card or work sheet.
- Employees shall not engage in activities during non-working hours that are harmful to the County/Court service or which inhibit their effectiveness on the job.