

AGREEMENT

BETWEEN

MONTCALM COUNTY PROBATE COURT

AND

**MONTCALM COUNTY PROBATE COURT
EMPLOYEES CHAPTER OF LOCAL NO. 3067**

affiliated with

**MICHIGAN COUNCIL No. 25
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO**

EFFECTIVE JANUARY 1, 2024 – DECEMBER 31, 2027

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AGREEMENT

An Agreement, effective January 1, 2024, by and between the FAMILY/JUVENILE DIVISION OF THE 8TH CIRCUIT COURT FOR MONTCALM COUNTY, hereinafter referred to as the "Court" and the FAMILY/JUVENILE DIVISION OF THE 8TH CIRCUIT COURT EMPLOYEES CHAPTER OF LOCAL NO. 3067, affiliated with MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, 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. It is recognized by both parties that the best interests of the Court are of paramount concern and that any labor disputes between the bargaining unit and the Court be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

Article 1 RECOGNITION

1.1 Collective Bargaining Unit. Pursuant to an in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Court 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 Court included in the bargaining unit described below:

All regularly scheduled employees employed by the Family/Juvenile Division of the 8th Circuit Court for Montcalm County, BUT EXCLUDING elected officials, appointed Officials, confidential employees, temporary employees, seasonal employees, supervisors, Register of Juvenile and all other employees.

1.2 Extra Contract Agreements. The Court agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which is inconsistent with the specific terms of this Agreement.

1.3 Use of Temporaries/Seasonal. The Court reserves the right to hire and utilize temporary and seasonal employees as the need may arise, but it is not the intent of the Court to permanently displace bargaining unit employees with temporary and seasonal employees.

Article 2 MANAGEMENT RIGHTS

2.1 Reserved Rights. The Union and the bargaining unit recognize and agree that the Court is charged with certain power, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

It is agreed that other rights and responsibilities of the Court, including those delegated by the Court, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Court retains the sole and exclusive right to manage and operate the Court in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedure, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to study and use improved methods and equipment, to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tolls, and equipment to be used; and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes; supplies to be used and purchased; the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the number of hours to be worked; to establish work schedules; and in all respects to carry out the ordinary and customary functions of management.

The Court shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill to determine workloads; to establish and change work schedules; to provide and assign relief personnel. The Union hereby agrees that the Court retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement.

2.2 Rules and Regulations. The Court reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules and regulations have been established and the Union has received the written notice thereof.

Article 3 UNION MEMBERSHIP

3.1 Union Membership. Employees covered by this Agreement at the time it becomes effective and who are members of the Union may initiate or continue membership in the Union at their own discretion. Neither the Union or the Employer shall attempt to exert undue pressure to influence on such an election. Employees may also, at their discretion, voluntarily elect to pay the Union a representation fee equal to the dues amount without joining the Union.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership at their discretion.

3.2 Dues and Fee Check Off. The Court agrees to deduct from the first pay of the month of each employee of the bargaining unit the Union's dues or service charge for the month subject to all of the following subsections:

A. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that Subject or any interpretation made thereof.

B. All checkoff authorization forms shall be filed with the County Controller who may return any incomplete or incorrectly completed form to the Chapter Chairperson, and no checkoff shall be made until such deficiency is corrected.

C. The Court shall check off any obligations which come due at the time of the checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

D. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Court within four (4) calendar weeks after the remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect, provided, that the Court has sent a copy of the list from whom deductions were made to the Chapter Chairperson and the Local Union Secretary-Treasurer as designated by the Union.

E. The Union agrees to indemnify and save the Court harmless against any and all legal claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

F. Deductions for any calendar month shall be remitted to the address designated to the designated financial officer of the Michigan County No. 25 along with a list of names from whom deductions have been made following the deduction.

G. The Union shall be responsible for advising the Court in writing of all new employees subject to the provisions of this Section and the amount of initiation fees and monthly dues, provided that the Court shall provide the Union with the names and addresses of all new hires, rehires, or person transferred into the bargaining unit as soon as possible after their hire or transfer date.

3.3 Hold Harmless. The Union shall indemnify the Court against any and all legal claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Court for the purpose of complying with the Article.

3.4 Revocation of Dues or Representation Fees. Payroll deduction authorization may be terminated by the employee at any time by notifying both the Employer and Union in writing by evidence of receipt.

Article 4 UNION REPRESENTATION

4.1 Representatives. There shall be one (1) Steward and one (1) Chapter Chairperson for each collective bargaining unit chosen from among the employees in each respective unit in a manner determined by the Union. The duties of the employee representatives are to represent the employees in their respective units in accordance with the grievance procedure established therein. Alternate representatives may be selected but they shall only serve in the absence of the official representative.

4.2 Notification. The union shall advise the Court in writing of the names of its representatives and alternates before they shall be recognized by the Court.

4.3 Lost Time. An employee representative shall first receive permission from his/her immediate supervisor to leave his/her work station and shall report back promptly when his/her part in the grievance procedure has been completed. An employee representative will not lose time or pay for reasonable time spent during regular working hours investigating or presenting grievances.

4.4 Union Notices. The Court agrees to permit the Steward to post and maintain official Union notices in a place on the premises designated by the Court. All notices shall be approved by the designated officer of the Union and designated Court representative before posting.

4.5 Collective Bargaining Committee. Each unit may be represented in contract negotiations by a collective bargaining committee composed of two (2) employees from each bargaining unit. All bargaining shall commence at a mutually agreed upon time.

Article 5 SPECIAL CONFERENCES

5.1 Special Conference Request. Special conferences shall be held as soon as possible at the time that the parties can mutually agree but not later than thirty (30) days from such request.

5.2 Excused Time. The Union's representatives may meet at a place designated by the Court, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting.

5.3 Lost Time. Employee representatives of the Union at special conferences shall be paid by the Court for the time spent in special conferences but only for the straight time hours they would otherwise have worked on their regular work schedule.

Article 6 GRIEVANCE AND ARBITRATION PROCEDURE

6.1 Definition of Grievance. A grievance is any dispute between the parties or between the employees and the Court, with respect to or concerning the interpretation or application of this Agreement or any rules and regulations in accordance with Section 2.2.

6.2 Grievance Procedure. All grievances shall be in writing and shall include: date, alleged contractual violations or written rule or regulations that are the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievant and the Union representative. Any grievance resolved to the satisfaction of the aggrieved employee and the Union shall be final and binding upon the Court, employee(s) and the Union.

A. **Verbal Procedure.** If an employee has a complaint, he/she shall within five (5) days of the occurrence of the incident which gave rise to the complaint, discuss it with the Court representative with the object of resolving the matter informally. The employee may have a steward present.

B. **Written Procedure.**

Step 1. Grievances shall be presented to the aggrieved employee or Union representative promptly, and in all cases no later than five (5) days after the grievance occurred, or five (5) days from the time the employer or Union representatives should reasonably have known he/she had grounds for a grievance.

The grievance shall first be presented to the Court representative. The Court representative shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant and his/her steward.

Within ten (10) days a meeting shall be arranged by the Court representative or his designee with the grievant and Union representative to discuss and resolve, if possible, the grievance.

The Court representative shall respond, in writing, within five (5) days of the meeting to the grievant and the Union steward.

Both parties reserve the right to have non-employee representatives participating in the meeting.

6.3 Arbitration Request. If the grievance is not satisfactorily resolved in Step 1, if utilized, Council No. 25 may request arbitration during the term of this Agreement by notifying the Court within twenty (20) days after receipt of the Employer's answer in Step 1. If the Council does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

6.4 Selection of Arbitrator. Upon receipt of a timely request for arbitration, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties alternately striking a name with the last remaining name serving as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Court.

6.5 Arbitrator's Jurisdiction. The arbitrator shall have no power to amend, add to, alter, ignore, chance or modify any provision of this Agreement, or the written rules and regulations of the Court, and his decisions shall be limited to the application and interpretation of the above and to the specific issue presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date of the written grievance or the date of the incident, whichever is lesser. If the issue or arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no power to rule upon

the exercise of the Employer's reserved rights not otherwise limited by the express terms of this Agreement nor shall he be empowered to grant interest upon backpay awards. The decision of the arbitrator shall be final and binding on the Union, the Court and the employee(s) involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

6.6 Employee Attendance. If the Court or the Union requests that the aggrieved employee or other necessary persons be present at any step or steps of the grievance and arbitration procedure to participate in discussion, they will be required to do so. After being used as a witness, the employee will be excused so that he/she may return to work. The employee will not lost time or pay from his/her regularly scheduled hours while in attendance.

6.7 Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Court, the grievance shall automatically advance to the next step, but arbitration must be expressly requested. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

6.8 Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

6.9 Duration of Grievance Procedure. No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the Grievance Procedure or arbitration as provided herein unless the grievance is filed with the Court during the term of this Agreement or any extensions thereof.

Article 7 WORK STOPPAGES

7.1 Strike Prohibition. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the Court as long as this contract is in force.

7.2 Penalty. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the Court deems appropriate up to and including discharge.

7.3 No Lockout. The Court agrees that there shall be no lockout of its employees.

Article 8 SENIORITY

8.1 Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Court commencing from his/her last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

8.2 Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Court at any time without recourse to this Agreement. If the Court wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the Court, the Court may do so for an additional period not to exceed six (6) months, by giving written notice and reasons therefore to the employee.

8.3 Seniority List. The Court shall maintain a roster of employees, arranged according to seniority, showing the name, address, classification and seniority date and shall furnish a copy to the Union at least every six (6) months. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

8.4 Loss of Seniority. An employee's seniority with the Court shall terminate for the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated (if not reserved or modified by the grievance procedure).
- C. He/she retires.
- D. He/she has been on layoff or a non-paid absence for a period of time equal to his/her seniority at the time of layoff or leave of absence or two (2) years, whichever is lesser.

Article 9 LAYOFF AND RECALL

9.1 Layoff. All reductions in each Employer's work force shall be accomplished in the following manner:

- A. No employee shall be laid off from his/her position while any temporary or irregular employees are serving in the same position in the unit.
- B. The first employee to be laid off shall be the employee with the least seniority in the classification effected, provided however, that the remaining senior employees have the experience, necessary training and ability to perform the required work. Further layoffs from the effected classification shall be accomplished by the inverse order of seniority, provided however, that the remaining senior employees have the experience, necessary training and ability to perform the required work.

C. Upon being laid off from his/her classification, an employee who so requests shall in lieu of layoff replace the least senior employee in an equal or lower paying classification in the unit, provided however that he/she has greater seniority than the employee who he/she is to replace and for which he/she has the necessary training, experience and ability to perform the required work.

D. Employees who replace a less senior employee in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he/she has been reduced.

E. The Union acknowledges that because many positions are funded with State and Federal money, if such programs are curtailed or eliminated, the employee occupying these positions may be terminated from the unit notwithstanding the Layoff and Recall Procedure.

9.2 Recall Within Classification. Employees who are laid off or who replace a less senior employee in lieu of layoff, shall be recalled to their former classification in order of their seniority when the work force is to be increased, provided that the employee has not lost his/her seniority. Upon their recall, shall return to the step-level rate at the time of their layoff, at the current contract rate.

9.3 Notice of Recall. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority list.

Article 10

JOB POSTING AND BIDDING PROCEDURES

10.1 Vacancies.

A. All newly created positions and vacancies that are going to be filled by those people under this contract within the bargaining unit shall be posted for a period of five (5) working days in a conspicuous place on the bulletin board. The posting shall set forth the requirements for the position. Employees wishing to bid on such job shall apply in writing within the five (5) working day posting period. Where qualifications are equal, the position shall be awarded to the most senior qualified employee's qualifications to perform the required work, the Court shall consider the employee's work record, training, experience and ability. Temporary vacancies resulting from vacations or leaves of absence shall not be posted.

B. An employee who is awarded the position shall receive the rate of pay for the awarded position.

C. If an employee determines that the new position is unsatisfactory, the employee may revert to his/her former classification provided notice is given to the Court within the first two (2) weeks after being awarded the new position and provided, further, that an employee shall be prohibited from bidding on another position for six (6) months after he/she has reverted back to his/her former classification.

Article 11 TRANSFERS

11.1 Temporary Transfers. When additional manpower is needed on a temporary basis to assist another in a work area, the Court reserves the right to make transfers from where manpower is available. If the necessary volunteers are not obtained, then transfers shall be made on the basis of inverse seniority from among the qualified available employees. If a temporary transfer cannot meet the Court's needs, then the Court reserves the right to utilize temporary employees.

11.2 Humanitarian Transfer. Upon mutual agreement of the Court and the Union, an employee may be reassigned or re-classified disregarding seniority, due to an employee's disability or condition of health.

11.3 Non-Bargaining Unit Transfers. If an employee transfers to a position under the Court not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position which he/she transferred. The Court reserves the right to establish all terms and conditions of employment for all non-bargaining unit employees.

Only once, Probate Register who transfers to a position within the bargaining unit may retain accumulated seniority. This section shall also apply if the position of Juvenile Register is transferred to the bargaining unit.

Article 12 DISCIPLINE AND DISCHARGE

12.1 Notice of Discipline. The Court shall not discharge, suspend or discipline an employee without just cause. Discharge, suspension or discipline must be by proper written notice to the employee giving specific reasons for the discharge, suspension or discipline. For informational purposes, a copy of such written notice shall be provided to the steward.

12.2 Steward Representation. The discharged, suspended or disciplined employee will be allowed to discuss his/her discharge, suspension or discipline with her/her steward; and the Court will make available an area where he/she may do so before he/she is required to leave the property of the Court. Upon request, the Court it it's designated representative will discuss the discharge, suspension or discipline with the employee and the steward.

12.3 Use of Past Record. In imposing any discharge, suspension or discipline on a current charge, the Court will not take into account and prior infraction which occurred more than thirty (30) months previously, provided that the employee maintain an infraction free record during such time.

Article 13 HOURS OF WORK

13.1 Work Day and Work Week. The normal work week for regular full-time employees shall be forty (40) hours in duration. The recitation of the normal work day and work week shall not serve as a guarantee of work. The normal starting and quitting times shall remain

as was in effect at the effective date of this Agreement unless the Court establishes evening or weekend hours. In so doing, any changes to be made will be with fourteen (14) days' notice. Employees will be offered work that is scheduled in advance that is outside the normal work day/work week hours on the basis of seniority (i.e. high seniority first).

13.2 Rest Periods. All employees working an eight (8) hours shift shall be allowed a fifteen (15) minute rest period approximately in the middle of the morning half of the shift and a fifteen (15) minute rest period approximately in the middle of the afternoon half of the shift.

13.3 Notice of Absence. Employees not reporting for work shall notify their supervisor one-half (1/2) hour after their starting time and shall advise him/her as to the reason for their inability to work.

13.4 Overtime. All employees shall be required to work reasonable amounts of overtime upon request, and all overtime must be authorized in advance by the Court. All hours worked in excess of eight (8) hours in a work day or forth (40) hours in a work week shall be compensation at one and one-half (1½) compensatory time off with pay for each hour worked. Compensatory time off may be scheduled with the approval of the Court. For purposes of overtime premium, recognized paid holidays, paid vacations, paid funeral leave, paid jury duty leave shall be considered as hours worked. Paid sick leave shall not be counted as hours worked.

13.5 Voluntary Time Off. Upon mutual agreement between the Court and an employee, voluntary time off from work without pay or unemployment benefits may be instituted. Employees who agree to voluntary time off shall continue to accumulate seniority and shall continue to receive all insurance benefits during such time off.

Article 14 WAGES

14.1 Rates and Classifications.

A. Classifications of work and hourly rates of pay for each are set forth in Appendix A, which is incorporated herein.

B. The rate of pay of a promoted employee or that of an employee who is reclassified to a classification in a higher salary rate range shall be the minimum of the rate range of the employee's new classification or to that step above his/her present rate, whichever is higher. The Court may credit experience up to the one (1) year rate in each classification when hiring new employee

14.2 New Classifications. When a new classification is established within the bargaining unit by the Court, the Court shall notify the Union of the classification title, the proposed rate of pay, and if available, a job description or memorandum describing the duties of the new classification. The Court agrees to negotiate the rate of pay for the new classification.

14.3 Time Sheets.

A. If a change, alteration or notation should be made on the time sheets, employees shall check with the Judge or his designated representative.

B. The Judge or his designated representative must be notified when the employee leaves the work area for any reason.

14.4 Probate Court Recorders. Probate Court Recorders shall be compensated for the production of transcripts in accordance with MCL 600.878. Work on transcripts for which the statutory rates are collectible if done during normal working hours will be done at times designated by the Presiding Judge. Any time spent on transcripts for which the statutory rates are collectible will not be counted as time worked for the purpose of overtime.

14.5 Reclassification. Employees shall utilize Section 5.1 Special Conference Request to address issues regarding reclassification. Meeting requests for resolving reclassification issues shall be in the following order:

- A. Meeting with Judge and Employee
- B. Meeting with Judge , Employee and Union Representative

Article 15 LEAVES OF ABSENCE

15.1 Sick Leave with Pay. Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off.

A. **Sick Leave Accumulation and Payment.** It is agreed that employees may be granted a sick leave of absence under the following conditions and qualifications:

(1) Each full-time employee will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment, exclusive of all leaves of absence, up to a maximum of thirteen (13) days per year.

(2) Maximum accumulation of sick leave is 720 hours.

(3) All payment for sick leave shall be based on the employee's scheduled day at the applicable rate of pay.

(4) An employee may convert fifty percent (50%) of his/her accumulated sick leave upon death or retirement under the Employer's pension plan. An employee who voluntarily resigns with 10+ (ten plus) years seniority will receive a payout of twenty-five percent (25%) of accumulated, unused sick leave. Such payouts may go to an RHSA at the employee's option (or beneficiary option if allowed by RHSA regulations).

(5) An employee elected or appointed to a County position shall have his/her accumulated sick leave frozen. Re-entry into the bargaining unit shall reactive such frozen sick leave.

(6) Part-time employees will be provided 16 hours of sick time per year on their anniversary after completing one (1) year of service. Part-time employees can accrue up to a maximum of 160 hours. If additional sick leave is needed the employee will be allowed to use vacation time to cover sick leave upon approval of the Department Head. However, if an

employee has been reduced from full-time employment to part-time employment and has accrued sick time, that employee will be allowed to use banked sick time until depleted, in accordance with subsections (b) (c); and (d) below.

B. Sick Leave Use. Upon approval by the Judge or his designated representative, sick leave shall be granted:

(1) When it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of his/her duty because of illness or injury or exposure to contagious disease which, according to public health standards, would constitute a danger to the public health.

(2) Sick leave may be used for the purpose of keeping doctor and/or dental appointments.

(3) The employee may use sick leave for illness in the immediate family when the employee's presence is required.

C. Medical Certification. The Court may request, as a condition of sick leave, a medical certificate setting forth the reason for the sick leave, if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

D. Return Following Sick Leave. Before an employee absent from his/her duties for twelve (12) consecutive days returns to work, he/she shall satisfy the Court that he/she is fit to again perform his/her duties. In the event of a dispute involving an employee's physical ability to perform his/her job on his/her return to work for the Court from a layoff or leave of absence of any kind, the Court is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Court, one by the employee, and the third by the first two (2) physicians so named. The cost of this report shall be shared equally by the County and the Union.

E. Work Connected Disability. An employee disabled as a result of a work related injury with the Court may utilize accumulated sick leave, which when added to his/her Worker's Compensation shall not exceed his/her normal take-home pay. Such supplemental shall not exceed ninety (90) days. Receipt of Worker's Compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

15.2 Funeral Leave. In case of death in an employee's immediate family, an employee shall be given up to three (3) working days leave with pay if work is lost commencing the day following the death provided the employee attends the funeral. If the funeral is located more than 300 miles away, upon request, the employee will be granted on additional day leave without pay for travel each way. Immediate family is defined as: spouse, child, father, mother, sister, brother, grandparent, grandchild, mother and father-in-law, son and daughter-in-law, brother and sister-in-law, step-child, step-grandchild, step-mother, step-father, step-brother, step-sister, and grandparents of spouse.

15.3 Military Leave. An employee who enters active service of the Armed Forces of the United States, National Guard or Reserves, shall receive a leave of absence without pay for the period of such duty. Reinstatement shall be in accordance with the applicable State and Federal Statutes. The employee shall inform the Court in writing as soon as the employee is notified of acceptance in the military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

15.4 Disability Leave.

A. An employee who becomes medically disabled, including as the results of pregnancy, shall be allowed a leave of absence for a period of not to exceed one (1) year. Extensions may be granted upon mutual consent of both the Court and employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of the disability and the expected duration of such disability. Failure to so notify the Court shall disqualify the employee's right to the leave of absence.

B. An employee may utilize his/her accumulated sick leave during such disability leave. Upon the expenditure of accumulated sick leave, such leave shall become a non-paid leave of absence.

15.5 Personal Leave with Pay. Effective January 1, 2018, full-time employees shall be given forty (40) hours of personal leave time to use during the calendar year. There shall be no carry over of unused personal leave days from one year to another as personal leave days. The employee shall obtain the approval from his/her supervisor prior to being absent.

15.6 Personal Leave without Pay.

A. Upon approval by the Court for good cause demonstrated, an employee may be granted a personal leave of absent without pay for up to six (6) months. Child care leave following disability leave due to pregnancy shall be a personal leave of absence without pay.

B. All non-paid leaves of absence in excess of thirty (30) days shall be without receipt or accumulation of any fringe benefits provided herein nor shall seniority continue to accumulate beyond that time. Upon the advance payment of the required insurance premiums, an employee may continue insurance coverage provided herein.

C. All personal leaves of absence without pay shall be approved by the Court. An employee shall not take a leave of absence for the purpose of obtaining other employment and an employee who takes other employment shall be considered as a voluntary termination unless otherwise agreed to by the Court in writing.

15.7 Return from Leave of Absence. An employee returning from a leave of absence of thirty (30) days or less, shall be returned to his/her former classification and department. The Court cannot guarantee a return to the employee's former classification and department on leaves of absence in excess of thirty (30) days.

15.8 Jury Duty and Witness Leave.

A. Any employee who is subpoenaed as a result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay, but will be paid the difference between court duty pay and his/her regular pay. In order to receive payment under this Section, an employee must give the Court prior notice that he/she has been summoned for court duty and must furnish satisfactory evidence that court duty was performed on the days for which payment is claimed.

B. Any employee who is called to and reports for jury duty shall be paid by the court for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Court and does not work, an amount equal to the difference between (1) the employee's regular straight time hourly rate, exclusive of shift and other premiums for the number of hours that he/she otherwise would have been scheduled to work, and (2) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this Section, an employee must give the Court prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee, who, without being summoned, volunteers for jury duty. Any employee who is to serve on jury duty will report for work prior to the day of jury duty and will return to work at the completion of jury duty if he/her shift has not ended.

15.9 Seniority Accumulation During Leaves of Absence. Seniority shall not accumulate for all nonpaid leaves of absence which exceed thirty (30) days. Seniority shall accumulate during any paid leave of absence including work-connected disability leave, provided that the employee received paid supplement from the County. Such seniority accumulation shall not be used, however, to advance in wage steps which must be time worked.

Article 16 VACATIONS

16.1 Vacation Benefits. Effective January 1, 2018, full-time employees shall earn vacation pay and leave in accordance with the following schedule:

A. An employee earns fifteen (15) working days leave and one hundred twenty (120) hours pay upon completing one (1) year of employment; however, an employee may take five (5) of the fifteen (15) working days and receive forty (40) hours pay after completing six (6) months of employment.

B. An employee earns twenty (20) working days leave and one hundred sixty (160) hours pay upon completing eight (8) years of employment.

C. An employee earns five (5) weeks and two hundred (200) hours of pay upon completing fifteen (15) years of employment.

D. An employee earns six (6) weeks and two hundred and forty (240) hours of pay upon completing twenty-five (25) years of employment.

E. An employee earns one (1) additional working day leave and eight (8) additional hours pay upon completion of each year of continuous employment after 30 years.

16.2 Vacation Eligibility. Vacation eligibility shall be determined on an employee's anniversary date of hire in accordance with the above schedule. Vacation pay shall be determined when the employee takes his/her vacation leave and shall be at the employee's straight-time rate exclusive of all premiums. An employee on a Court-paid leave of absence shall be considered working time for purposes of vacation benefits. Absence of work without pay in excess of thirty (30) days shall result in a reduced pro rata vacation benefit based upon actual hours worked during the vacation eligibility year.

16.3 Vacation Leave. Vacations shall be scheduled in advance with the Employer's approval. Seniority preferences shall be given in case of conflicting vacation dates; however, once an employee has a vacation request approved, it will not be changed because of a higher seniority employee requesting the same time.

16.4 Vacation Accumulation. Employees will be permitted to carry over up to five (5) working days leave each year. Vacation time greater than five days unused as of an employee's anniversary date of hire is forfeited.

Article 17 HOLIDAYS

17.1 Holiday Pay. All full-time employees occupying a job classification covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Labor Day
New Year's Eve	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving (see Section 13.1)
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
July 4th	

Should a holiday, as recognized in this Agreement, fall on a Saturday, it shall be recognized on the preceding Friday. Should a holiday, as recognized in this Agreement, fall on a Sunday, it shall be recognized on the following Monday.

17.2 Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

A. An employee must work his/her hours on the Court's last regularly scheduled day before the first regularly scheduled day after the holiday, unless otherwise excused by the Judge.

B. The employee must not be on layoff which began more than ten (10) calendar days prior to the holiday.

C. The employee must not be suspended for disciplinary reasons, provided however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.

D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

E. The employee must not be on a non-paid leave of absence.

17.3 Holiday Work. Employees who work on a holiday recognized by this Agreement will receive their regular rate for all hours actually worked in addition to their holiday pay.

Article 18 INSURANCE

18.1 Life Insurance. During the term of this Agreement, the County will provide a term life insurance policy for each full-time employee in the amount of Ten Thousand Dollars (\$10,000.00). Part-time employees will receive a term life insurance policy in the amount of Five Thousand Dollars (\$5,000.00).

18.2 Health Insurance. After 9/30/18, the Health Care Advisement Committee will determine the Health Insurance plan. The employees shall pay 10% of the applicable premium rate, which by statute includes the employer contribution to the deductible, as well as any taxes and fees allocated to the policy. The employer reserves the right to increase the employee contribution if the County's contribution exceeds the hard cap under 2011 Public Act 152. In that event, the employees will be responsible for any amount above the County's hard cap amount, but not to exceed twenty percent (20%). The County will provide thirty (30) days' notice of such a change. This payment shall be made by payroll deduction on a pre-tax basis.

A. In case a full-time employee is covered under a group health insurance plan from a source other than the County and elects not to participate in the County's group health insurance plan, the County will pay a single person One hundred dollars (\$100.00) per month and a married person Two hundred dollars (\$200.00) per month. Single individuals qualifying for coverage greater than single and electing not to participate in the group health insurance plan will be paid Two hundred dollars (\$200.00) per month. To be eligible for this benefit, the employee must prove that they are covered by a group health insurance plan from another source. Payments will be split over the first two pay periods of the month and will commence upon receiving proof of the other insurance.

B. **National Health Insurance Program.** If a national health insurance program is implemented, the Employers reserve the right to adopt the national health insurance program in lieu of the hospitalization program provided herein.

C. **Part-time Employees.** Part-time employees will be allowed to participate in the County's Health Insurance up to an amount equivalent to that which is provided to full-time employees, subject to the same limitations expressed in Section 19.2(a), provided that the employee remits in advance the required monthly premiums for such insurance.

D. **Flexible Spending Account/Cafeteria Plan.** The employer will establish a Section 125 Cafeteria Plan in which employees will be given flexible spending accounts. Employees will be given the following options under the plan so long as they are permitted by federal law:

(1) Employees can make voluntary contributions to the plan for dental/vision reimbursement up to the statutory limits.

(2) Employees can make voluntary contributions to the plan for dependent care expenses up to the statutory limits.

E. **Vision Insurance.** Those employees electing the Priority HSA – PPO will also receive the Eye MedVision 12/24/24 vision insurance plan. Those employees electing the group health insurance plan alternative will be allowed to participate in the vision insurance, but they will be required to pay the monthly premium paid by the County. The premium will be deducted from the employee's paycheck on the second payroll of each month.

F. **HealthCare Advisement Committee.** The Employer and AFSCME acknowledge the benefits of working together toward solutions concerning health care. As part of that effort, the Employer and AFSCME will work together to support and promote the health and well-being of Montcalm County employees and their families through effective, accessible, quality driven health care to ensure a productive workforce.

Based on the foregoing, the County shall create a Health Care Advisement Committee. AFSCME shall appoint one (1) local representative to the Committee and a Representative from AFSCME Council 25. In the event that more than one labor organization participates on the Committee, each labor organization shall appoint up to one (1) local representative on the Committee. The Committee shall meet, discuss and negotiate, as necessary or appropriate, concerning all aspects of the health care plan, which include medical, dental and vision coverage, for the purpose of identifying and implementing necessary and beneficial changes during the term of the Agreement.

The AFSCME representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing. The Committee shall meet at mutually agreed upon times but no less than twice a year. Minutes of each meeting shall be taken and disseminated among the committee members.

The Committee will be guided by the following key principles:

(1) Maximizing the quality and competitiveness of health benefits for the employees at an affordable price is shared responsibility of the Employer and its employees.

(2) All health benefits and programs will be administered according to industry best practices.

(3) Decisions about changes in health benefits and programs must consider the short-term and long-term impact on the quality and availability of employee health care benefits.

(4) The Committee will take a “wide-open” approach to ways to ensure the quality and competitiveness of the health care benefits offer efficiency and cost effectively.

(5) The Committee will be innovative in its thinking and comprehensive in the scope of its considerations.

(6) After reviewing all options, the Committee will make a determination on an insurance package that fits the financial constraints set forth by the Board of Commissioners and complies with funding rules established by state law.

(7) The Board of Commissioners shall accept the insurance package chosen by the Committee.

18.3 Medical Examinations. The County reserves the right to require an employee to take a medical examination, at the County’s expense, if the County believes that there is some concern regarding the employee’s physical or mental health. Where conditions warrant, an employee may be required to go on a medical leave of absence.

18.4 Other Insurance. Should the County be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the County under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the County not be obligated to provide double coverage and to escape such double payment. The County shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs, provided, the governmentally sponsored program has benefits to equal the insurance program in this Agreement.

18.5 Discontinued Insurance Coverage. All insurance benefits other than health insurance benefits as described in Section 18.2(a) and (b) shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits shall be discontinued upon the date that an employee terminates his/her employment with the Court.

18.6 Disability Insurance. During the term of this Agreement, the County will provide a disability insurance policy for each full-time employee. Benefits shall be two-third (2/3) of basic weekly earnings less any benefit received from Family Social Security, an State or Federal Government disability or retirement plan, any salary paid by the County, the retirement plan with the County, and any other group disability income plan. Benefits shall not exceed a maximum of Sixty dollars (\$60.00) per week. Employees will be allowed to purchase additional coverage by after tax payroll deductions.

18.7 Immunizations. The County will provide annually, to the extent available, subsidized flu shots at a County facility effective Fall 2006. The County will subsidize up to \$30.00 of the cost per employee. The County, upon request, will provide testing and the Hepatitis vaccination series to the employees of this bargaining unit. If this is not a covered benefit of the employee’s health insurance plan, the County shall fund the cost.

Article 19

RETIREMENT

19.1 Retirement Plan.

A. The County agrees to provide retirement benefits in accordance with the Montcalm County Retirement Plan in effect on the effective date of this Agreement. All full-time regular employees shall participate in such plan. Employees will be required to make a contribution to the plan of 3.5%. Effective July 6, 1997, or as soon thereafter as possible, the County will adopt a “pick-up” option on employee pension contributions. This has the effect of making employee contributions pre-tax for Federal and State Income Tax. Social Security and Medicare taxes are still paid after-tax. Such continued contributions shall be withheld from the employee’s pay.

B. Employees who retire under the County provided retirement plan may elect to continue health insurance by pre-paying the required premiums at the group rate to the Montcalm County Controller’s Office. Retirees must keep continuous coverage to be eligible to participate. The County will establish an RHSA Plan, to which employees may contribute for retirement healthcare costs.

C. The pension multiplier will be 2.0% for all years of service as defined by the County of Montcalm Pension Plan.

D. Employees hired after January 1, 2004, will be required to participate in the defined contribution retirement plan offered through the Municipal Employees Retirement System of Michigan (MERS). Contribution requirements are as follows:

(1) Employer – 5% of Gross Wages, including health insurance buyout premiums.

(2) Employee – 3.5% minimum of Gross Wages, including health insurance buyout payments.

E. If the Employer and the Police Officers Association of Michigan (POAM) of Montcalm County reach an Agreement in negotiating an amendment to the contract that expired on December 31, 2002, to transfer POAM employees to the MERS Defined Benefit Pension Plan, the current members of AFSCME Local 3067.01 still participating in the County of Montcalm Defined Benefit Pension Plan will also be transferred to a MERS Defined Benefit Pension Plan at the same or similar benefit levels as are currently offered.

F. The Late Retirement Benefit applies only to participants hired prior to 1/1/2017, who continue employment beyond their normal retirement age. These participants will have a fully vested right to a normal retirement benefit at their normal retirement age, but will not receive any retirement benefit payment until the month following termination. When the payments begin, the benefit will be equal to the greater of the following:

(1) The actuarial equivalent of the monthly benefit to which the participant was entitled at the participants normal retirement age; or

(2) The monthly retirement benefit based on years of service and final average compensation as set forth in the MERS Plan Document.

Article 20 LONGEVITY

20.1 Longevity Benefit. Each full-time regular employee who completes the required service shall receive an annual longevity benefit in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Annual Longevity</u>
5 – 9 years	\$ 200.00
10 – 14 years	300.00
15 – 19 years	400.00
20 years or more	500.00

20.2 Longevity Payments. Payments in the specified amounts shall be made as soon as possible after an employee's anniversary date which establishes eligibility for said longevity benefits. Longevity payments shall be paid in a check separate from bi-weekly payroll.

20.3 Longevity Eligibility. Only those employees as described in Section 20.1 and employed with the County as of December 31, 1986, will be eligible to receive longevity payments. All new employees hired after December 31, 1986, will not be eligible to receive longevity payments. Beginning on January 1, 1992, those employees employed with the Court as of December 31, 1986, will receive longevity pay within two weeks following their anniversary date of hire (rather than in December) in accordance with the schedule in Section 20.1.

Article 21 MISCELLANEOUS

21.1 Savings Clause. Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement.

21.2 Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

21.3 Snow Days. Employees shall not suffer loss of time or pay if County offices are closed due to inclement weather conditions, or a state of emergency is declared by State or Federal authorities due to adverse weather conditions in the area of the employee's residence.

21.4 Change in Personal Status. Insofar as possible, employees shall notify the Judge of any change of name, address, marital status or number of dependents promptly within seven (7) days after such change has been made.

21.5 Termination of Employment. Employees shall have the responsibility of turning in all equipment and property at termination of employment.

21.6 Safety. Under no circumstances will an employee be required or assigned to engage in activity involving dangerous conditions of work or danger to person or property in

violation of any applicable statute, court order or governmental regulations relating to safety of persons or equipment.

21.7 Supplemental Employment. An employee may engage in supplemental employment, provided however, that it does not result in a conflict of interest situation and provided further that such supplemental employment does not interfere or conflict with the employee's regular duties, including overtime and emergency call-out times.

21.8 Appendices. Appendices A and B attached hereto are incorporated herein and made a part of this Agreement. Wage rates shall become effective the first pay period on or after the date indicated in the appendices.

21.9 Waiver.

A. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and the understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

B. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

C. 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 Court and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

21.10 Retroactive Pay. Retroactive pay applicable only to those employees who are actively employed as of the effective date of this agreement. The retro payment will be paid in a separate check.

Article 22 DURATION AND TERMINATION

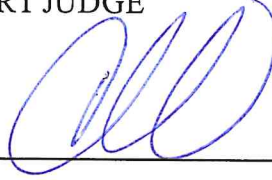
22.1 Termination. This Agreement shall remain in force until December 31, 2027, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date, in the same manner as a notice of desire to terminate unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing the amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 26th day of February, 2024.

MONTCALM COUNTY PROBATE
COURT, CHAPTER OF LOCAL NO. 3067,
affiliated with A.F.S.C.M.E, COUNCIL 25,
AFL-CIO



MONTCALM COUNTY PROBATE
COURT JUDGE



COURT JUDGE



Appendix A
Wages and Classifications
Montcalm County Probate Court

<u>YEAR/CLASSIFICATION</u>	<u>HIRE</u>	<u>6 MTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
<u>2024</u>						
Probate Court Clerk	17.51	18.41	19.21	19.80	20.42	21.06
Deputy Probate Register	17.77	18.72	19.59	20.17	20.80	21.40
<u>2025</u>						
Probate Court Clerk	18.04	18.96	19.79	20.39	21.03	21.69
Deputy Probate Register	18.30	19.28	20.18	20.78	21.42	22.04
<u>2026</u>						
Probate Court Clerk	18.58	19.53	20.38	21.00	21.66	22.34
Deputy Probate Register	18.85	19.86	20.79	21.40	22.06	22.70
<u>2027</u>						
Probate Court Clerk	19.14	20.12	20.99	21.63	22.31	23.01
Deputy Probate Register	19.42	20.46	21.41	22.04	22.72	23.38