Agreement

between

Antrim County
Board of Commissioners

and

Antrim County Probate/Family Court

and

Teamsters State, County and Municipal Workers, Local 214

Effective: January 1, 2015 through December 31, 2017

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AGREEMENT

THIS AGREEMENT is made and entered into this first day of January, 2015, by and between the ANTRIM COUNTY PROBATE/FAMILY COURT, hereinafter referred to as the "Employer" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, hereinafter referred to as the "Union".

RECOGNITION

Section 1.1 Collective Bargaining Unit

The Employer hereby agrees to recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

ALL FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE ANTRIM COUNTY PROBATE/ FAMILY COURT, EXCLUDING: all elected officials, supervisors, confidential employees, temporary employees, irregular employees, seasonal employees, casual employees, contract employees and all other employees.

Section 1.2 Definitions

A. Full-Time Employee. A full-time employee is an employee who is working the Employer's normal workweek on a regular basis.

B. Regular Part-Time Employee. A regular part-time employee is an employee who is working at least thirty (30) hours per week on a regular schedule.

C. Irregular Employee. An irregular employee is an employee, not included within the above definitions of full-time or regular part-time employees, who is working on any other basis, including temporary, casual or seasonal employees.

D. Contract Employee. A contract employee is an employee whose employer is an agency or corporation outside of the Employer, and whose wages and employee benefits are paid by such outside agency or corporation.

Section 1.3 Definition of Employer

The term "Employer" whenever used in this Agreement shall mean the Antrim County Probate/Family Court. All of the parties to this Agreement agree that the use of the term "Employer" is for the sole purpose of defining rights and responsibilities under this Agreement and the use of such terms shall not be binding upon the parties hereto for other purposes. It is expressly declared by the parties that, except as specifically provided in this Agreement, participation in the negotiation and execution of this Agreement neither diminishes nor enlarges the legal responsibilities, rights, and authority of the Antrim County Probate/Family Court with respect to its separate and distinct obligations, rights, responsibilities, and authority as they exist under law.

REPRESENTATION

Section 2.1 Collective Bargaining Committee

The Employer agrees to recognize a collective bargaining committee of the Union comprised of not more than one (1) employee representative acting as steward and one (1) alternate steward. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with the Employer for the purpose of negotiating modifications to this Agreement. The Union may also have non-employee representatives present. The Union shall furnish the Employer, in writing, the names of its collective bargaining committee members and alternates before they shall be recognized. Members of the collective bargaining committee must have at least one (1) year of seniority.

Section 2.2 Reporting

When it is necessary for a collective bargaining committee member or alternate to leave his/her work to handle a grievance in accordance with the Grievance Procedure established in the Agreement, he/she shall first obtain permission from his supervisor or designee. Such permission shall not be withheld unreasonably. The collective bargaining committee member or alternate shall return to his/her job as promptly as possible and, upon his return, shall immediately report to the supervisor or his/her designee. A collective bargaining committee member or alternate who is assigned to duties which require services outside of the Court facilities shall perform his/her function in a manner which would not require his/her return to the Court offices for the sole purpose of performing representation functions. In cases of discipline a collective bargaining committee member shall be made available as soon as practical.

Section 2.3 Lost Time

The Employer agrees to pay members of the collective bargaining committee for time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with officials of the Employer, but only for the straight time hours they would have worked on their regular work schedule.

UNION SECURITY

Section 3.1 Union Membership

Membership in the Union is not compulsory. All employees are free to choose whether to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union. Neither the Employer nor the Union shall exert any pressure upon any employee with regard to such matters.

Section 3.2 Check-Off

A. During the life of this Agreement, the Employer agrees to cause the County Clerk to deduct periodic monthly Union membership dues and initiation fees, as applicable, from the pay of each employee who voluntarily executes and files with the Employer a proper check-off authorization form.

B. A properly executed copy of the written check-off authorization form for each employee for whom Union dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. All authorizations filed with the Employer shall become effective the first full pay period following the filing of the authorization provided the employee has sufficient net earnings to cover the dues and initiation fee, whichever is applicable.

D. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

E. The Union shall notify the Employer of the proper amount of union dues and any subsequent changes in such amounts. The Employer agrees to cause the County Clerk to furnish the designated financial officer of the Union a monthly record in duplicate of those employees for whom deductions have been made, together with the amount deducted.

F. The Employer's sole obligation under this Section is limited to the deduction of dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.

Section 3.3 Hold Harmless

The Union agrees to indemnify and save harmless the Employer against any and all claims, including but not limited to, such items as wages, damages, awards, fines, court costs, and attorneys' fees that may arise out of or by reason of action taken by the Employer pursuant to Section 3.1 or Section 3.2.

RIGHTS

Section 4.1 Rights

A. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Antrim County Probate Court in all of its operations and activities through its duly elected or appointed representative and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as

follows: to determine all matters pertaining to management policy; to adopt, modify, change or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments and their location; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to eliminate, establish or combine classifications; to hire personnel; to determine the number of supervisors to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain safety, order and efficiency; to continue and maintain its operations as in the past; to study and use different methods, processes or machines; to use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to establish job descriptions and work standards; to make judgments as to the skill, ability and performance of employees; and in all respects to carry out the ordinary and customary functions of the administration of the Antrim County Probate/Family Court and its offices and departments. All such rights may be exercised by the Antrim County Probate/ Family Court without prior bargaining or notice to the Union. These rights shall not be exercised in violation of any specific provision of this Agreement and as such they shall be subject to the Grievance and Arbitration Procedure established herein.

B. The Antrim County Probate/Family Court shall also have the right to promote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules and other improper employee actions or in-actions; to establish and change work schedules; and to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedure established herein.

Section 4.2 Rules and Regulations

The Employer has the right to establish reasonable rules and regulations not inconsistent with this Agreement.

GRIEVANCE PROCEDURE

Section 5.1 Definition of Grievance

A grievance shall be defined as a complaint filed by an employee covered by this Agreement or by the Union concerning the application or interpretation of a specific provision or provisions of this Agreement as written.

Section 5.2 Grievance Procedure

It is mutually agreed that all grievances shall be handled in the following manner:

A. Step 1 – Oral Procedure. An employee with a grievance shall discuss the matter with the Probate Judge (or designated representative) within four (4) days from the time of the occurrence of the events giving rise to the grievance or within four (4) days from the time that the employee involved first knew or should have known of the facts giving rise to the grievance or within four (4) days from the time that the employee involved

first knew or should have known of the facts giving rise to the complaint. Such discussion shall not occur during work hours unless otherwise approved by the Employer. If requested by the employee, the steward may be present. The employee's supervisor (or designated representative) shall give the employee concerned an oral answer to the grievance within four (4) days of the discussion. Every effort shall be made to settle the grievance in this manner.

B. Step 2 – Written Procedure. If the grievance is not satisfactorily settled at Step 1, the complaint shall be reduced to a written grievance and submitted to the Probate Judge within five (5) days of following the receipt of the Employer's Step 1 answer. The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall set forth the facts giving rise to the grievance and the relief requested. The preparation of a written grievance and discussion of such grievance shall not occur during working time unless otherwise approved by the Employer. Within ten (10) days of this appeal, a meeting shall be held between representatives of the Employer and the Union Bargaining Committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be scheduled within the ten (10) day period, it shall be scheduled at the mutual convenience of the parties. The Employer will answer the grievance within five (5) days after the meeting.

Section 5.3 Time Limitations

The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next Step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is specified in writing.

Section 5.4 Time Computation

In computing days under the Grievance Procedure, Saturdays, Sundays and holidays recognized under this Agreement shall be excluded.

Section 5.5 Multiple Grievances

Multiple grievances may be presented at an arbitration hearing by mutual agreement of the parties.

Section 5.6 Grievance Settlements

With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be binding upon the Union and the bargaining unit, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance

and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent for any future grievance.

Section 5.7 Grievance Resolution

All grievances with significant economic implications (those which cannot be satisfied within the constraints of the Probate Court budget), and which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, other than for wage claims pursuant to the provisions of this Agreement, must be approved in writing by the Board of Commissioners at its next regularly scheduled monthly meeting before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the Board of Commissioners under this Section. If the resolution of a grievance is not approved, the Union shall have fifteen (15) days following receipt by the Union of notice of the County Board of Commissioners' action to request arbitration.

Section 5.8 Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARBITRATION

Section 6.1 Arbitration Request

If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration by notifying the Employer, in writing, of its intent to arbitrate within thirty (30) days after receipt of the Employer's answer in Step 2. If the Union does not notify the Employer of its intent to arbitrate in the manner provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 6.2 Selection of Arbitrator

If a timely request for arbitration is filed by the Union, the parties to this Agreement shall promptly select, by mutual agreement, one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Either party to this Agreement may reject the first list submitted by the Federal Mediation and Conciliation Service, provided the party which does so must immediately request a new list. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Employer and the Union. Each party shall pay

the fees, expenses, wages and any other compensation of its own witnesses, representatives and legal counsel.

Section 6.3 Arbitrator's Powers and Jurisdiction

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, to consider any statute, laws, or other extra-contract agreements not specifically incorporated or referenced in this Agreement. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee; or to rule on any matter which is or might be alleged as a grievance if proceedings have been instituted involving this matter in any administrative action before a governmental board, agency or entity or in any court. Further, the arbitrator shall not be empowered to change or set a wage rate or to pass on the propriety of verbal or written warnings administered to employees covered by this Agreement. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management's rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Section 6.4 Arbitration Decisions

No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

DISCIPLINARY PROCEDURE

Section 7.1 Just Cause

The Employer shall not discharge or discipline a non-probationary employee except for just cause. The Employer agrees to use progressive and corrective discipline, where appropriate. The Union acknowledges, however, that progressive discipline need not be utilized for major infractions.

Section 7.2 Counseling Memoranda

The Union acknowledges that counseling memoranda may be utilized by the Employer. Counseling memoranda shall not be construed as disciplinary action.

Section 7.3 Record

In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than thirty six (36) months previously provided the

employee has received no discipline during the previous thirty six (36) months unless such prior discipline is directly related to the current charge.

Section 7.4 Notice of Disciplinary Action

Within three (3) days following the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify a collective bargaining committee member, in writing, of the reasons therefor and will, within the same period of time, cause a copy to be issued to the employee involved. It is understood and agreed that nothing in this Section prevents the Employer from raising the employee's work record at any point in the grievance and arbitration procedure.

Section 7.5 Leaving Premises

Whenever possible, the discharged or suspended employee will be allowed to discuss his discharge or suspension with a collective bargaining committee member before an employee is required to leave the property of the Employer, and the Employer will make available an area where this may be done in private.

Section 7.6 Expedited Grievance

Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step 2 of the Grievance Procedure within three (3) days of receipt of written notice of discipline by a collective bargaining committee member. The Union may file the grievance on behalf of the employee so disciplined.

SPECIAL MEETINGS

Section 8.1 Special Meetings

The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement, except by mutual agreement of the parties. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties.

WORK STOPPAGE AND ILLEGAL ACTIVITY

Section 9.1 No Strike Pledge

The Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason, whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there by any concerted failure by them to report for duty.

The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by the Agreement take part in, any picketing of the Employer's buildings, offices or premises, or in any picketing whatsoever to publicize a dispute with the Employer.

Section 9.2 Penalty

Any employee who violates the provisions of Section 9.1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedures regarding discipline imposed for a violation of Section 9.1 shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 9.1.

Section 9.3 No Lockout

During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 9.1, agrees not to lock out any employees covered by this Agreement.

SENIORITY

Section 10.1 Definition of Seniority

Seniority shall be defined as the length of an employee's continuous service with the Employer as a full-time or regular part-time employee since the employee's last date of hire as a full-time or regular part-time employee. An employee who works a regular part-time schedule shall have his/her seniority date adjusted on the basis of the number of hours worked prorated vis-a-vis full-time employees. Part-time employees shall not have seniority preference vis-a-vis full-time employees. Any and all time worked as an irregular employee shall not be counted towards length of continuous service in determining an employee's seniority. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 10.2 Probationary Period

All new full-time and regular part-time employees shall be considered to be on probation and shall have no seniority for the first 975 straight time hours of employment following their first day of work for Antrim County Probate/Family Court as a full-time or regular part-time employee. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure set forth in this Agreement.

Section 10.3 Seniority List

The Employer shall maintain and post a roster of employees, arranged according to seniority, showing name, classification, date of hire, and bargaining unit seniority. An up-to-date copy of the seniority list shall be furnished to the Union steward and to the local Union in January of each year.

Section 10.4 Loss of Seniority

An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

A. If the employee quits or retires.

B. If the employee is discharged and reinstated by the Grievance Procedure.

C. If the employee is absent from work for three (3) consecutive working days without notifying the Employer. In proper cases, such exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. This section is not to be construed to limit the Employer's right to issue discipline for any unjustified absence.

D. If the employee fails to report for work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee provides convincing proof of his inability to report to work on the required date.

E. If the employee fails to return to work on the scheduled dates for return from a leave of absence, disciplinary suspension, or vacation, unless the employee provides convincing proof of his/her inability to return on the scheduled dates.

F. If the employee is on layoff status consecutively for a period of eighteen (18) months or the length of his seniority, whichever is less.

G. If the employee is on a disability leave, including a Worker's Compensation leave, for a period of eighteen (18) months or the length of his/her seniority, whichever is less.

Section 10.5 Interruption of Seniority

In the event an employee is on an unpaid leave of absence (when an employee is not paid through the payroll) which exceeds thirty (30) calendar days, then beginning on the 31st calendar day an employee will stop accruing seniority. An employee's seniority accrual will resume when the employee is back on the job and on the County payroll.

Section 10.6 Job Posting and Bidding Procedure

A. All permanent vacancies and newly-created positions within the bargaining unit shall be posted for five (5) working days. The posting shall indicate the classification of work and rate of pay. Interested bargaining unit employees may make application for such vacancy by notifying the Probate Judge of their desire for the position within the posting period. Regular bargaining unit employees shall be given preference provided they meet all the criteria and requirements of the job. The Probate Judge will be the final appointing authority. In making his selection the Probate Judge shall consider the following factors:
    - Knowledge, training and ability to perform the work
    - Attendance records
    - Performance evaluations

Where the above factors are relatively equal among applicants, the employee with the greatest seniority will be given the job. The Probate Judge reserves the right to fill vacancies from outside sources when, in the Probate Judge's opinion, it is in the best interest of the Probate/Family Court to do so.

B. Employees who are promoted shall be paid at the lowest wage step in the higher classification which reflects an increase. The date of the promotion shall be the employee's new seniority date for the purposes of future step increases within the classification.

C. The employee who is promoted (within or outside of the bargaining unit) shall serve a three (3) month period to prove he is capable of performing the work. At any time during this trial period, the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority and will provide said employee, upon written request from that employee, a written explanation specifying the reasons for the return to the former classification.

D. Employees who are placed in a classification with a lower pay grade will be paid at the wage step closest to the wage of the classification they are leaving. The date the employee is placed in the lower pay grade shall be the employee's new seniority date for purposes of future step increases within the classification.

Section 10.7 Temporary Vacancy

For the purpose of temporarily filling a vacancy in a higher classification, the Employer shall offer such assignment to the senior most qualified employee within the Court. The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this Agreement as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) days without the mutual consent of the Employer and the Union.

Section 10.8 Seniority Accumulation

Seniority shall continue on all approved Employer paid leaves of absence unless otherwise specifically provided for in one of the Leave of Absence Sections of this Agreement.

LAYOFF AND RECALL

Section 11.1 Layoff

All reductions in the work force shall be accomplished in the following manner:

A. No full time, regular part-time or probationary employee shall be laid off from his/her position in the Department while any temporary, seasonal or irregular employees are serving in the classification affected in the Department. The Employer shall attempt to

provide employees with at least fourteen (14) calendar days notice prior to the layoff of such employees.

B. The first employees to be laid off shall be probationary employees in the classification affected. Thereafter, further layoffs from the affected classification shall be accomplished by laying off regular part-time employees by the inverse order of their seniority; provided, however, the remaining senior employees have the necessary training, ability and experience to perform the required work and work the required hours. In the event further reductions in the work force are necessary, full-time employees in the classification affected shall be laid off in the inverse order of seniority.

C. Upon being laid off from his classification, an employee who so requests shall, in lieu of layoff, be reduced to a lower or equal classification in the Department; provided, however, that he/she has more seniority than the employee who he/she is to replace and he/she has the necessary training, experience and ability with minimal orientation to perform the required work.

D. Employees who are reduced in classification in lieu of layoff shall initially be paid the same salary step in the lower classification to which he/she has been reduced.

Section 11.2 Recall

In the event the work force is increased, recall to work shall be in the reverse order of layoff from the positions affected by the recall provided the employees have not lost seniority.

Section 11.3 Notification of Recall

Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

LEAVES OF ABSENCE

Section 12.1 Procedure for Requesting Unpaid Personal Leaves

Requests for an unpaid personal leave of absence must be submitted in writing by the employee to the Employer at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the unpaid leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of an unpaid leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of an unpaid leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration date of the original leave, if possible, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer. Authorization of an unpaid leave of absence under this Section shall not be withheld unreasonably.

Any employee on unpaid leave of absence (when the employee is not being paid through payroll) will not accrue benefits (pension, vacation days, etc.). This will take affect after the employee is off for five (5) working days on an unpaid leave of absence.

Section 12.2 Purpose of Leave

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplicating or pyramiding of benefits or types of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in discipline, up to and including discharge. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 12.3 Active Military Leave

Any full-time and non-probationary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay. Any employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes, and shall be entitled to any other benefits set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and, in any event, not less than two (2) weeks prior to the employee's separation of employment with the Employer, provided he/she has received notice from the government. All benefits such as insurance or vacation shall cease immediately upon the employee's separation from employment.

Section 12.4 Extended Unpaid Leave Due to Illness or Injury

Extended unpaid leave due to illness or injury for a fixed period of time, not to exceed sixty (60) calendar days, shall be granted automatically upon application from non-probationary employees for illness or injury, subject to the Employer's right to require proof of disability or injury. Extensions of unpaid leave due to illness or injury may be granted by the Employer; provided, however, the obligation is on the employee to report any change of condition or request a continuation of unpaid leave due to illness or injury.

Section 12.5 Maternity Leave

Maternity leaves shall be treated the same as any other leave due to illness or injury.

Section 12.6 Medical Certificates and Examinations

A. Employees requesting a leave due to illness or injury for an extended period of time or a continuation of leave due to illness or injury may be required to present a certificate of a physician showing the nature of such illness or injury and the anticipated time off the job. Should the Employer require a second opinion from a physician, the Employer shall pay the cost of such second opinion.

B. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his job, the Employer may require a

medical or psychological examination at its expense and, if cause is found, require the employee to take or remain on an illness or injury leave of absence.

Section 12.7 Jury Duty

Any full-time employee shall be granted a leave of absence with pay when he/she is required to report for jury duty. The employee shall give the Employer prior notification of his/her jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for all time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled pay day for such time after endorsing the jury duty check for each day to the Employer, with the exception of those funds allocated for mileage. However, employees who complete such jury duty prior to the end of the workday shall return to their regular work station for the remainder of the workday; provided, however, they have spent less than six (6) hours in jury duty.

Section 12.8 Paid Leave Days

A. All full-time employees covered by this Agreement who have completed six (6) months of service with the Employer shall be credited with ten (10) paid leave days on January 1 of each year.

B. New employees shall not be eligible for paid personal leave benefits until they have completed six (6) months of service. Upon completion of six (6) months of service, an employee will be credited with a pro rata amount of paid leave days equal to his/her months of employment prior to January 1 divided by two. Employees, however, whose first six (6) months of service overlaps January 1 will be credited with six (6) paid leave days upon completion of six (6) months of service. The provisions of subsection (f) shall not apply to an employee who has not completed six (6) months of service by January 1.

C. Paid leave days shall be granted for personal reasons or when an employee is unable to perform his/her duties because of injury or illness. However, if such leave is to be used for other than illness or injury, the employee must request such leave at least twenty-four (24) hours in advance of the date requested.

D. When paid leave days are used for sickness due to an illness or injury of more than three (3) consecutive work days, the Employer may require a medical statement when abuse of this provision is suspected.

E. Paid leave days shall be charged against the employee's paid leave day account in the amount taken.

F. At the end of each year, an employee shall be reimbursed for any earned but unused paid leave days at his/her rate of pay as of December 31st, with a maximum payout of five (5) days at the rate of one hundred percent (100%). Payment shall be made in the first full pay period in January. An employee must be actively employed by the Employer on December 31st to be eligible for a cash-out of unused paid leave days.

Section 12.9 Funeral Leave

Funeral leave will be granted for full-time employees to attend the funeral when a death occurs in the employee's immediate family. All full-time employees will, upon request, be granted funeral leave for all scheduled work days in a three (3) day block as long as the funeral is one of the days. For a funeral greater than a distance of four hundred (400) miles, or the death of a child or a spouse, all full-time employees will, upon request, be granted funeral leave for all scheduled work days in a five (5) day block as long as the funeral is one of the days.

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

Immediate family means:

Spouse	Stepparent
Parents	Stepchild
Parents of current spouse	Grandparents
Child	Grandchildren
Brother	Members of the employee's household
Sister	Current Spouse's grandparents
Brother-in-law	Sister-in-law
Daughter-in-law	Son-in-law

Additional time, not to exceed a total of seven (7) consecutive days, will be granted through personal, vacation or non-paid days.

Section 12.10 Family Medical Leave

The Employer agrees to comply with the Family Medical Leave Act of 1993 (FMLA). The Employer shall require the employee to use all accrued paid leave provided the leave is not covered under the short-term disability policy. However, the employee may elect to save up to ten (10) vacation days.

HOLIDAYS

Section 13.1 Recognized Holidays

The following days shall be observed as holidays for full-time employees covered by this Agreement:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday p.m.	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Years Eve Day

Section 13.2 Holiday Celebration

If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday.

Section 13.3 Holiday Eligibility

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

A. The employee must work his/her entire scheduled shift, unless on an approved leave of absence, on the employee's last scheduled day before and first scheduled day after the holiday except in the case of a family emergency or an illness verified to the Employer.

B. An employee who is scheduled to work on a holiday but fails to report for work or fails to work his/her entire scheduled shift shall not be entitled to holiday pay except in the case of a family emergency or illness verified to the Employer.

C. The employee must not be on an unpaid leave of absence or disciplinary suspension.

D. The employee must not be on layoff in excess of thirty (30) days.

Section 13.4 Holiday During Vacation

Holidays recognized by this Agreement that fall within an employee's vacation period will not be considered as a part of their vacation.

Section 13.5 Holiday Pay for Regular Part-Time Employees

Regular part-time employees shall receive holiday pay equal to the number of hours they would be normally scheduled to work on the recognized holiday.

Section 13.6 Holiday Work

Full-time and regular part-time employees who work on a recognized holiday shall receive time and one-half (1 1/2) their regular straight time rate of pay for all hours actually worked in addition to holiday pay.

VACATIONS

Section 14.1 Vacations

All full-time employees covered by this Agreement shall accrue vacation benefits at the rate of .25 of their regular workday, for each pay period worked. During the second year of their employment, employees shall accrue vacation at the rate of .375 of their regular workday, for each pay period worked. During the third year of their employment and each subsequent year, employees shall accrue vacation at the rate of .5 of their regular workday, for each pay period worked. New employees are not eligible to take vacation until they have completed nine (9)

months of service. In addition to the above vacation accrual, full-time employees will receive additional vacation time in accordance with the following schedule:

Seniority Required	Bonus Vacation Days
5 to 9 Years	2 Days
10 to 19 Years	5 Days
20 to 24 Years	2 Days
25+ Years	2 Days

Section 14.2 Vacation Scheduling

Employees may schedule time off for their vacation during the twelve (12) months following their vacation determination date each year upon proper notice as determined by the Employer, provided that, in the opinion of the Employer such time off does not unreasonably interfere with the efficient operation of the Court and its obligations to the public generally.

When two (2) or more employees timely request the same time period for a vacation leave, and such leave cannot be granted to all employees requesting leave during that time period, vacation leave shall be granted on the basis of seniority among those employees requesting vacation for that time period; provided, however, an employee who has vacation leave approved in advance shall not be later denied such leave on the basis of a more senior employee requesting the same time period for vacation.

Section 14.3 Vacation Accumulation

On December 31 of each year accumulated vacation days will be reduced not to exceed the maximum allowed accumulation. However, if the employee is denied a request for vacation made before the October 15th deadline, and if the Employer is unable to allow the employee to reschedule the request to a date before December 31, the vacation days may be carried over to the following year. Any vacation days in excess of twenty (20) days which are carried over in accordance with this Section, must be used as soon as the schedule can be worked out, not to exceed a period of ninety (90) days.

Section 14.4 Maximum Allowed Accumulation

Twenty (20) days is the maximum allowed accumulation.

HOURS OF WORK

Section 15.1 Normal Workweek and Workday

The normal workweek for full-time employees shall consist of thirty-seven and one-half (37 1/2) hours per week, Monday through Friday. The normal workday shall be seven and one-half (7 1/2) hours commencing at 8:30 a.m. and ending at 4:30 p.m. exclusive of a lunch period.

Section 15.2 Workweek and Workday Definition

Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek.

Section 15.3. Overtime.

All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the Employer.

Section 15.4 Overtime Premium Pay

Time and one-half (1 1/2) the employee's straight time rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one workweek.

Section 15.5 Court Time

Employees required to appear in Court or other such agencies on matters directly related to their work with the Employer in which they are personally involved shall receive their regular rate for all such hours during their regular work schedule. If the employee receives any witness fees, he/she shall turn them over to the Employer. The employee will be allowed to retain any mileage paid by the Court provided he does not also receive mileage from the Employer.

Section 15.6 Coffee Breaks

Employees shall be entitled to two fifteen (15) minute breaks, one in the first half of their shift and one in the last half of their shift. Breaks shall be taken at a time so as to allow continuous operation of the Department.

Section 15.7 Education

In the event the Employer requires an employee to attend an education class, the employee will be paid for all hours spent in class at the appropriate rate of pay. The Employer will pay the costs and reasonable expenses incurred.

Section 15.8 Flex Time

The Employer shall continue the current policy of allowing a flexible starting and/or quitting time with mutual agreement of the employee and his/her supervisor.

Section 15.9 Compensatory Time

An employee who works hours in excess of the normal workweek will be encouraged, if possible, to take compensatory time within the current and next pay periods. Compensatory time will be compensated at straight time for hours worked in excess of 37.5 hours, and at time and one-half (1 1/2) for hours worked in excess of forty (40) hours within a work week.

Section 15.10 Off-Hours Activation Pay

Employees will be paid a minimum of one (1) hour pay at one and one-half (1 1/2) times the employee's straight time rate of pay or the actual time spent at one and one-half (1 1/2) times the employee's straight time rate of pay (whichever is greater), for calls received at home, and work related to that call, in the off work hours directly related to a Probate/Family Court client.

INSURANCE AND PENSION

Section 16.1 Hospitalization Insurance

The Employer agrees to provide group health insurance benefits for full-time employees and regular part-time employees, including dependent coverage. The current base plan includes:

A. Thirty dollars ($30.00) co-pay on primary care doctor office visits, forty-five dollars ($45.00) for specialist office visits.

B. Prescription drug rider co-pay of ten dollars ($10.00) generic and fifty dollars ($50.00) name brand.

C. $750/$1,500 deductible.

D. Once deductible is satisfied, the plan becomes an 80/20 plan with an out-of pocket-maximum of $1,500/$3,000 annually.

E. Once out-of-pocket maximum is reached the plan will pay 100% of covered hospital expenses.

F. The dental coverage currently provided by Delta Dental.

G. The stand-alone dental programs shall be offered only as allowed by carrier's rules. Any employee taking a stand-alone dental rider must take the benefit at the lowest cost benefit level offered by the employer.

All options include prescription and dental coverage. Dental coverage is paid for by the Employer and is not included in the premium amount subject to the P.A. 152 of 2011 caps. Optical insurance, Vision Service Plan (VSP), shall be available to employees only through payroll deduction.

Employees may "buy up" to other offered insurance plans but must pay one hundred percent (100%) of the difference between the Employer's caps set by P.A. 152 of 2011 and the cost of the other plan. The P.A. 152 caps are as follows:

Monthly Caps from October 1, 2014 to September 30, 2015	
Single	$ 488.13
Two-Person	$ 1,020.83
Family	$ 1,331.27

All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

The Employer agrees to pay insurance premiums not to exceed the caps set by P.A. 152 of 2011 or the actual premiums, whichever is less. Employees shall have the option of negotiating modifications or reductions in benefit levels to reduce premium co-payments.

The Employer shall notify the Union of any increase in insurance premium, as soon as possible, prior to the implementation of such increase in premium.

Employees whose spouses are also employed by Antrim County will not be eligible to be double covered under the health insurance program. The employee who is ineligible for coverage under the health insurance program will have the option to participate in the annuity in lieu of health insurance program described in Section 16.4 of this agreement.

New employees shall not be covered by the County's hospitalization insurance until they have been employed by Antrim County for sixty (60) days.

Section 16.2 Sickness and Accident Insurance

The Employer shall obtain and pay the required premiums for sickness and accident insurance for full-time employees covered by this Agreement. This coverage shall become effective following completion of the probationary period. Employees who are eligible under the insurer's rules and regulations shall receive from the Employer's insurance carrier, weekly indemnity payments consisting of seventy percent (70%) of their normal weekly straight-time wages. These benefits shall be payable from the first (1st) day of hospitalization or disability due to accident and eighth (8th) day of sickness, for a period of twenty-six (26) weeks for any one period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under the Employer's retirement plan, the Social Security Act or any worker's compensation.

Section 16.3 Insurance for Part-Time Employees

Part-time employees who average a minimum of thirty (30) hours per week for a continuous three (3) month period, may elect to be covered by the Employer's health insurance program for the following three (3) months period. Health insurance coverage may continue as long as the minimum thirty (30) hours per week average for a three (3) month period is met. In the event an employee should not qualify for subsequent quarterly coverage, after once having qualified, the employee may elect to continue coverage under the group insurance program at his/her expense subject to the carrier's rules.

Section 16.4 Annuity in Lieu of Health Insurance

During the term of this Agreement, for full-time and regular part-time employees who would be eligible for hospitalization insurance and are able to demonstrate they have health insurance through another source, the Employer agrees to provide an annuity in lieu of health insurance in an amount of three hundred sixty two dollars ($362.00) per month.
New employees shall not be eligible for the annuity in lieu of health insurance program until they have been employed by Antrim County for sixty (60) days.

Section 16.5 "Stand Alone" Insurance Coverage

"Stand alone" dental shall be offered only as allowed by carrier's rules. Any employee taking a "stand alone program" must take the benefit at the lowest cost benefit level offered by the Employer.

Section 16.6 Selection of Insurance Carriers

The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 16.1 and Section 16.2, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially the same. The Union shall be notified prior to any change.

Section 16.7 Continuation of Coverage

There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee who is on a layoff or leave of absence beyond the month such layoff or leave of absence commenced except as required under the Family and Medical Leave Act.

Section 16.8 Pension

The Employer will continue to be a member of the Michigan Municipal Employee Retirement System (MERS), and employees will become members of the MERS. Provision is made for a full-time employee to have his or her service time computed from the sixty-first (61) day of continuous employment. The Employer will notify each new employee of this provision.

A. For employees hired before January 1, 2015, the Employer shall pay the full cost, inclusive of the employee's share of the MERS B-4 pension plan.

B. Employees eligible to participate in the MERS pension plan under the MERS Plan Document hired on or after January 1, 2015 will be covered by the MERS Hybrid Plan. The Plan will consist of a Defined Benefit (DB) component with a 1.25% benefit multiplier and a Defined Contribution (DC) component. The Employer and the employee will contribute to the DC component of the Plan, with the employee contributing a minimum of one percent (1%) contribution to the DC component of the Plan, and will be allowed to make additional contributions as allowed under the Plan, MERS regulations and any applicable laws. The County will match the employee's contribution in an amount not to exceed eight percent (8%) of the employee's payroll less the cost to the Employer of the DB component of the Plan with the Employer's maximum combined DB and DC contribution being eight percent (8%). Employees will be one hundred percent (100%) vested after six (6) years of service.

The employee shall keep the same pension if they move from the Probate Court Unit to another employee unit in Antrim County. An employee who leaves Antrim County employment for any reason and is subsequently rehired will be eligible for the pension plan the County has in place for new hires at the time when rehired.

Section 16.9 Statutory Changes in Health Insurance

If, during the term of this Agreement, Federal or State legislation is enacted regarding employee health insurance benefits and such legislation affects either the Employer or the employees, both parties agree to meet and negotiate the effects.

Section 16.10 Deferred Compensation

Effective as soon as possible after the execution of this Agreement, if an employee elects to participate in an approved deferred compensation program, the Employer agrees to match each bargaining unit employee's contribution at a 1:1 ratio with a payment into a deferred compensation program, to a maximum Employer contribution as follows:

Years Worked	Maximum Percentage Paid by Employer
Less than 1	0
1-5	to a maximum of 1.0% of 25% of gross wage
6-10	to a maximum of 1.5% of 25% of gross wage
11-15	to a maximum of 2.0% of 25% of gross wage
16 or more	to a maximum of 2.5% of 25% of gross wage

Section 16.11 Life Insurance

The Employer will provide decreasing group term life insurance for each employee in the amount of $25,000 per employee. All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

CLASSIFICATION AND WAGES

Section 17.1 Wages

Listed in Appendixes A, B, C, and incorporated herein, are the wages and longevity schedule for the classifications covered by this Agreement.

Section 17.2 New Classifications

When a new job is placed in the unit and cannot be placed in an existing classification, the Employer will notify the Union prior to establishing a classification and wage rate. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

Section 17.3 Change in Duties

Should the duties and/or responsibilities of a current bargaining unit classification substantially and significantly change during the term of this Agreement due to statutory, judicial or administrative mandates, the parties agree to negotiate the effects of such changes, including rates of pay.

Section 17.4 Work in a Higher Classification

Employees assigned to work in a higher classification shall be paid at the step in the higher classification which reflects an increase, provided the employee works one full pay period in the higher classification.

MISCELLANEOUS

Section 18.1 Captions

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

Section 18.2 Gender

The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun and the singular pronoun the plural, unless the context clearly requires otherwise.

Section 18.3 Separability

Any part of this Agreement which shall be held invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction 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. The parties shall, upon notice, meet at a mutually acceptable time and re-negotiate the part or parts so affected.

Section 18.4 Medical Arbitration

In the event of a dispute involving an employee's physical or mental capability to perform his job and the Employer is not satisfied with the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its choice and at its expense. In the event an employee is not satisfied with a determination of the Employer's physician, he/she may submit a report from his physician at his/her expense. If a dispute exists, final resolution, binding on both parties, shall be a report of a third doctor chosen by the employee's doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and the employee. The provisions of this Section shall not apply in determining eligibility for Worker's Compensation.

Section 18.5 Mileage

Whenever an employee is requested by the Employer to use his/her own personal vehicle on the business of the Employer, he/she shall be accorded mileage at the then applicable County rate.

Section 18.6 Union Access

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the stewards of the Local Union and/or

representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for a time and place prior to the occurrence of such visits.

Section 18.7 Bulletin Board

The Employer shall provide bulletin board space for the posting of Union notices provided, however, the Employer reserves the right to police the bulletin board for offensive materials.

Section 18.8 On-the-Job Injuries

An employee who is injured on the job and is released from work by the Employer's physician will be paid for the balance of the workday.

Section 18.9 Address Change

An employee shall notify the Employer in writing of any change in the name or address promptly and, in any event, within seven (7) days after such changes have been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 18.10 Training

The Employer agrees that, when practical, Employer sponsored and/or required training shall be offered to employees within the applicable classifications.

Section 18.11 Safety Committee

A safety committee shall be composed of one Union and one Employer representative who will meet when necessary for the purpose of discussing safety matters with the understanding that the Employer has the ultimate final determination on all matters of safety and safety rules.

Section 18.12 Severe Weather

The Courthouse shall remain open. If an employee cannot make it to work the affected employee(s) shall:

A. Be allowed to make up lost time only within two (2) pay periods, without accruing overtime, as defined in this Agreement, or

B. Be allowed to make up lost time with accumulated personal leave, vacation time, or

C. Be allowed to accept lost time without pay.

Employees will not be disciplined if they choose not to come in due to inclement weather.

Section 18.13 Notice Upon Termination

Employees covered by this Agreement are required to provide two (2) weeks notice to his or her supervisor when terminating employment with Antrim County. The employee must be on

the job and working during the period covered under the two (2) weeks notice. Failure by an employee to provide two (2) weeks notice will result in a loss of all accrued vacation and personal days. Exceptions to this requirement are limited to circumstances of a serious illness or a situation beyond the employee's control, as defined by the Employer.

Section 18.14 Retroactive Pay and Benefits

Upon ratification, only those eligible individuals currently employed by Antrim county and on the payroll at the time of ratification shall be covered by this Agreement.

Section 18.15 Emergency Manager Provision

An emergency manager appointed under the local government and school district fiscal accountability act is allowed to reject, modify, or terminate this collective bargaining agreement, as provided in the local government and school district fiscal accountability act.

SCOPE OF AGREEMENT

Section 19.1 Intent and Waiver

It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

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 waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically the Union agrees it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provision of Section 4.1 during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

Section 20.1 Term of Agreement

This Agreement shall become effective on the date executed and shall remain in full force and effect through December 31, 2017, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90th) calendar day prior to 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 or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate.

ANTRIM COUNTY:

Michael Crawford, Chairman
Board of Commissioners — Date: 1-8-15

Ed Boettcher, Chairman
Administration and County Services Committee — Date: 1-8-15

Norman Hayes, Judge of Probate Court — Date: 1-29-15

Peter Garwood, County Administrator — Date: 1-8-15

TEAMSTERS LOCAL 214:

David Meachum, Business Representative — Date: 1-27-2015

Teresa Ankney, Steward — Date: 1-27-2015

PROBATE/FAMILY COURT UNIT - 2015 WAGE SCALE

	2015 Increase	2014 Start	2015 START	2014 6 Month	2015 6 MONTH	2014 1 Year	2015 1 YEAR	2014 2 Year	2015 2 YEAR	2014 3 Year	2015 3 YEAR
Probate Register	2.0%	17.64	17.99	18.38	18.75	19.15	19.53	19.94	20.34	20.77	21.19
Juvenile Register	2.0%	17.11	17.45	17.82	18.18	18.57	18.94	19.33	19.72	20.14	20.54
Deputy Register	2.0%	14.75	15.05	15.29	15.60	15.80	16.12	16.38	16.71	16.91	17.25
Probation Officer	2.0%	20.56	20.97	21.20	21.62	21.82	22.26	22.47	22.92	23.14	23.60

BOC Action 12-11-14: Contract Ratification, 2.0% increase in salaries and wages

Appendix A

1/1/2015

PROBATE/FAMILY COURT UNIT - 2016 WAGE SCALE

	2016 Increase	2015 Start	2016 START	2015 6 Month	2016 6 MONTH	2015 1 Year	2016 1 YEAR	2015 2 Year	2016 2 YEAR	2015 3 Year	2016 3 YEAR
Probate Register	2.0%	17.99	18.35	18.75	19.13	19.53	19.92	20.34	20.75	21.19	21.61
Juvenile Register	2.0%	17.45	17.80	18.18	18.54	18.94	19.32	19.72	20.11	20.54	20.95
Deputy Register	2.0%	15.05	15.35	15.60	15.91	16.12	16.44	16.71	17.04	17.25	17.60
Probation Officer	2.0%	20.97	21.39	21.62	22.05	22.26	22.71	22.92	23.38	23.60	24.07

BOC Action 12-11-14: Contract Ratification, 2.0% increase in salaries and wages

Appendix B

1/1/2016

PROBATE/FAMILY COURT UNIT - 2017 WAGE SCALE

	2017 Increase	2016 Start	2017 START	2016 6 Month	2017 6 MONTH	2016 1 Year	2017 1 YEAR	2016 2 Year	2017 2 YEAR	2016 3 Year	2017 3 YEAR
Probate Register	2.0%	18.35	18.72	19.13	19.51	19.92	20.32	20.75	21.17	21.61	22.04
Juvenile Register	2.0%	17.80	18.16	18.54	18.91	19.32	19.71	20.11	20.51	20.95	21.37
Deputy Register	2.0%	15.35	15.66	15.91	16.23	16.44	16.77	17.04	17.38	17.60	17.95
Probation Officer	2.0%	21.39	21.82	22.05	22.49	22.71	23.16	23.38	23.85	24.07	24.55

BOC Action 12-11-14: Contract Ratification, 2.0% increase in salaries and wages

Appendix C

1/1/2017