ORIGINAL FOR EXECUTION
December 6, 2011

# AGREEMENT

Between

THE EIGHTEENTH JUDICIAL CIRCUIT COURT

and

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

Effective: January 1, 2012 - December 31, 2013

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EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2013

# AGREEMENT

**THIS AGREEMENT**, executed this _____ day of _____, 2011, by and between **THE EIGHTEENTH JUDICIAL CIRCUIT COURT** (hereinafter referred to as the "Employer") and the **GOVERNMENTAL EMPLOYEES LABOR COUNCIL** (hereinafter referred to as the "Union").

## RECOGNITION

**Section 1.0. Collective Bargaining Unit.** The Employer recognizes 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 Circuit Court employees included in the following bargaining unit:

The bargaining unit shall be defined as all full-time personnel as follows:

Receptionist/Clerical Assistant, Court Administrative Aides, Senior Administrative Aide, Circuit Court Clerks, Interstate Child Support Case Manager, Medical Enforcement Case Manager, Support Modification Specialist, Enforcement Analyst, Account Analyst, Secretary to Family Evaluators and Assistant Friend of the Court, Senior Enforcement Case Manager, Senior Enforcement Specialist, Account/Case Specialist, Senior Financial Case Manager and Child Support Systems Manager. EXCLUDING Circuit Court Judges, Friend of the Court, Court Administrator, Deputy Court Administrator and all other supervisors, including the Attorney-Assistant Friend of the Court and Assistant Friend of the Court-Office Manager; all professional employees, including but not limited to Family Evaluators, Friend of the Court Hearing Officer, Law Clerk/Bailiffs, all Judicial Secretary/Court Recorders, the Coordinator of the Office of Assigned Counsel, confidential, temporary, and seasonal employees, and all other employees.

## REPRESENTATION

**Section 2.0. Collective Bargaining Committee.** The Employer agrees to recognize not more than three (3) non-probationary employees, including the Unit Chairperson, covered by this Agreement to act as a Collective Bargaining Committee. At least one (1) member of the Collective Bargaining Committee shall be from the Circuit Court Clerk/Administration Office and one (1) member shall be from the Friend of the Court Office. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer and shall also function as the Union's employee representatives at Step 3 of the Grievance Procedure. The Union shall, in advance, furnish the

Employer in writing with the names of its Collective Bargaining Committee members. Employee members of the Collective Bargaining Committee shall be compensated at their straight time rate of pay for all time actually lost from work during collective bargaining negotiations with the Employer and for time actually lost from work during meetings with the Employer at Step 4 of the Grievance Procedure.

**Section 2.1. Unit Chairperson.**

(a) The Employer hereby agrees to recognize the Unit Chairperson, who shall be a member of the Collective Bargaining Committee, and one (1) alternate for the Unit Chairperson, each of whom shall have one (1) year's seniority, to act as grievance representatives under this Agreement. The Unit Chairperson's alternate may exercise the functions of the Unit Chairperson under this Agreement only if the Unit Chairperson is absent. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

(b) The Union agrees that the Unit Chairperson and his or her alternate will continue to perform their regularly assigned duties and that their responsibilities as Union representatives will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with the normal functions of the Employer. If it is necessary for the Unit Chairperson or his or her alternate to temporarily leave his or her assignment to process a grievance, he or she shall first request permission of his or her immediate supervisor. In the event it is necessary for the Unit Chairperson to remain on his or her job after a request to handle a grievance is made, he or she shall be relieved to perform his or her representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

(c) All members of the Collective Bargaining Committee and the alternate for the Unit Chairperson shall be expected to record all time spent performing their functions under this Agreement on a form designated by the Employer and shall report to their immediate supervisor upon return to their regularly assigned duties.

(d) The Employer agrees to compensate the Unit Chairperson and his or her alternate at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If the Unit Chairperson or his or her alternate abuses the privileges extended herein, and, if the abuse is not corrected, the privilege may be revoked by the Employer.

**Section 2.2. Identification of Union Representatives.** The Union will furnish the Employer in writing with the names of all officials of the Union responsible for administering this Agree-

ment and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

## UNION SECURITY

**Section 3.0. Agency Shop.** As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty (30) days after the execution of this Agreement or thirty (30) days following the beginning of their employment, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or, in the alternative, pay to the Union a service fee equal to their fair share of the costs of initiation fees uniformly required of all Union members or, in the alternative, pay to the Union a service fee equal to their fair share of the costs of negotiating and administering this Agreement but which shall not exceed the Union's periodic monthly dues. For purposes of this Section, service fees shall not include initiation fees or special assessments of any kind.

**Section 3.1. Union Membership.** Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally in the costs of administering and negotiating this Agreement. All employees have the right 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 the Agreement without regard to whether or not the employee is a member of the Union.

**Section 3.2. Payroll Deduction for Union Dues or Service Fees.**

(a) During the life of this Agreement, the Employer agrees to deduct or cause to be deducted periodic monthly Union membership dues and initiation fees uniformly levied in accordance with the Constitution and the By-Laws of the Union or the service fee equivalent to the periodic monthly dues uniformly required of all Union members from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form.

(b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Employer.

(c) Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.

(d) A properly executed copy of the written authorization form for each employee for whom Union periodic membership dues and initiation fees or the service fee equivalent to the periodic monthly dues uniformly required of all Union members 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 authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.

(e) All authorizations filed with the Employer on or before the first (1st) day of the month shall become effective the second (2nd) pay period of that month, provided the employee has sufficient net earnings to cover the Union dues or service fees, whichever is applicable. An authorization filed thereafter shall become effective with the second (2nd) pay period of the following month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than five (5) days following the second (2nd) pay period.

(f) In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.

(g) The Union shall notify the Employer in writing of the proper amount of Union membership dues and initiation fees or the service fee equivalent to the periodic monthly dues uniformly required of all Union members and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted for each employee.

(h) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.

(i) The Employer shall not be responsible for dues, initiation fees, or payment of the service fee equivalent to the periodic monthly dues required of all Union members after an employee's employment relationship has been terminated or while an employee is on leave of absence or layoff status.

(j) The Employer shall not be liable to the Union or its members for any membership dues, initiation fees, or the service fee equivalent to the periodic monthly dues once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States mail.

**Section 3.3.** **Hold Harmless.** The Union shall indemnify, defend, and save the Employer and Bay County's public officials and officers harmless against any and all claims, suits, or other forms of liability arising out of the deduction of initiation fees, Union membership dues, or service fees pursuant to Section 3.2 or by reason of action taken by the Employer pursuant to Section 3.0.

## MANAGEMENT RIGHTS

**Section 4.0.** **Rights.** It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions, and authority of management to manage the judicial operations of the Court and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, employees or otherwise, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work; to hire and reduce or increase the size of the work force; to adopt, modify, or amend its budget or any appropriation; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities, and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel and to continue and maintain its operations as in the past. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall not be subject to review by means of arbitration or any judicial proceeding and this Agreement shall always be construed in conformance with the Constitution, the laws of the State of Michigan, the rules and orders of the Supreme Court of the State of Michigan, and the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under applicable Michigan laws and the rules and orders of the Michigan Supreme Court or any other supervising or superior Court, or any other national, state, county, district, or local law or regulation as they pertain to the Court.

## GRIEVANCE PROCEDURE

**Section 5.0. Definition of Grievance.** For purposes of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement as written. Employees or the Union shall have the right to file grievances under the procedures established herein. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement, and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance." The Union shall identify in writing, no later than Step 2 of this Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named.

**Section 5.1. Grievance Procedure.** The exclusive method for resolving all grievances arising under this Agreement shall be as follows:

(a) Step 1. An employee with a grievance shall, within five (5) calendar days of the occurrence which gave rise to the grievance, or within five (5) calendar days of the date the employee first reasonably should have known of the events which gave rise to the grievance, discuss it with his or her immediate supervisor with the object of resolving the matter informally. If requested, the Unit Chairperson may be present. For purposes of this Step, the term "immediate supervisor" shall mean those individuals holding the positions listed as follows:

| | |
|---|---|
| Administrator's Office/Court Clerks: | Court Administrator |
| Friend of the Court's Office: | Friend of the Court |

(b) Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing, setting forth the facts and specific provisions of this Agreement alleged to have been violated, signed by the aggrieved employee, and, within three (3) calendar days following the verbal discussion, be presented to the immediate supervisor as outlined in Step 1. The parties shall meet with the Unit Chairperson at a mutually agreeable date and time to discuss the grievance. If mutually agreeable, either party may have non-employee representatives present if desired. The Employer shall place its written disposition upon the grievance and return it to the Unit Chairperson, or the employee involved, within three (3) calendar days following the meeting with the Employer's representative at this Step.

(c) Step 3. If a grievance has not been resolved by the foregoing procedures, it may be appealed to this Step by delivering to the Chief Judge, and a copy to the immediate supervisor, a written request for a meeting concerning the grievance within five (5) calendar

days following receipt by the Unit Chairperson, or the employee involved, of the Employer's written answer in Step 2. Within ten (10) calendar days after the grievance has been appealed to this Step, a meeting shall be held between representatives of the Employer and the Union. The Employer's representative shall be the Chief Judge. The Union's representatives shall be the Bargaining Committee. Either party may have non-employee representatives present if desired. If the meeting cannot be held within the ten (10) calendar day period, it shall be scheduled for a date mutually convenient to the parties. At the conclusion of the conference, the Chief Judge shall signify in writing the Employer's final response to the grievance. The Chief Judge's answer shall be final and binding upon all parties concerned and there shall be no further appeal, in any forum, by the Union or employee(s) involved.

**Section 5.2. Expedited Disciplinary Grievances.**

(a) Should an employee who has been given a disciplinary suspension, or who has been discharged, consider such discipline to be improper, a written grievance may, within three (3) calendar days following the date such discipline is imposed, be filed at Step 3 of the Grievance Procedure. The parties shall meet at the earliest possible date which is mutually convenient in an attempt to resolve the matter. The Employer's representative shall be the Chief Judge. The Union's representative shall be one (1) member of the Bargaining Committee. Either party may have non-employee representatives present, if desired. The discharged or suspended individual may also be present if either party so desires. The Union and Employer may present evidence, witnesses and may cross-examine witnesses. As soon as possible following the meeting, the Chief Judge shall signify in writing his or her final response to the grievance. The Chief Judge's answer shall be final and binding upon all parties concerned and there shall be no further appeal, in any forum, by the Union or employees involved.

(b) All grievances relating to the disciplinary suspension or discharge of an employee must be presented within the time limits contained in this Section. Any grievance which is not presented within these time limits shall be considered abandoned. All other disciplinary grievances shall follow the normal Grievance Procedure.

**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 fails to advance it to the next Step in a timely manner, it shall be considered resolved on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step. The time limits established in the Grievance Procedure may be extended by mutual agreement provided the extension request is reduced to writing and the period of the extension is specified.

**Section 5.4. Time Computation.** Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

**Section 5.5. 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 final and binding upon the Union and its members, 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 precedence for any future grievance.

**Section 5.6. Grievance Form.** The grievance form has been mutually agreed upon by the Employer and the Union.

**Section 5.7. Lost Time.** The Employer agrees to pay for all reasonable time lost by an employee during his or her regularly scheduled working hours while presenting a grievance pursuant to the Grievance Procedure, provided, however, the Employer reserves the right to revoke this benefit if the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay.

## DISCIPLINE

**Section 6.0. Discipline.** The Union acknowledges that under the Constitutions of the United States and the State of Michigan, the laws of the State of Michigan, and the Judicial rules and orders of the Michigan Supreme Court, the Eighteenth Judicial Circuit Court is responsible for the fair, impartial, and swift administration of the system of justice for all cases coming within its jurisdiction. Therefore, the Union acknowledges that the Employer has reserved the unqualified and unlimited right to discharge, suspend, and discipline employees for any reason whatsoever and the exclusive remedy for any such action shall be the Grievance Procedure.

## NO STRIKE - NO LOCKOUT

**Section 7.0. No Strike Pledge.** 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. Therefore, the Union agrees that during the term of this Agree-

ment 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, sympathy strike, picketing of the Employer's buildings, offices, or premises, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's building or premises or at any other location where employees covered by this Agreement are expected to work.

**Section 7.1.** **Penalty.** Any employee who violates the provisions of Section 7.0 shall be subject to discipline by the Employer, up to and including discharge.

**Section 7.2.** **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 7.0, agrees not to lock out any employees covered by this Agreement.

## SENIORITY

**Section 8.0.** **Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous service with the Eighteenth Judicial Circuit Court since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he or she first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

**Section 8.1.** **Probationary Period.** All employees shall be considered probationary employees until the employee has completed six (6) months of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and for no reason or any reason, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his or her last date of hire; provided, however, that if an employee is absent from work in excess of ten (10) working days, his or her probationary period shall be extended by a period equal to the duration of such absence. The Union may represent probationary employees for matters other than discipline or discharge.

**Section 8.2. Seniority and Benefit Accumulation.**

(a) (The following changes to the prior contract shall take effect after this contract is signed by the parties in 2004). All nonprobationary employees covered by this Agreement shall continue to accumulate seniority while on leaves of absence or layoffs of fourteen (14) calendar days or less.

(b) Vacation, personal time and sick leave shall not continue to be earned when an employee is on Family and Medical Leave Act, sick and accident insurance, disciplinary time off and/or unpaid leave granted by the Employer or workers' compensation.

(c) Upon return from a leave of absence or layoff lasting longer than fourteen (14) calendar days, an employee's seniority date and eligibility dates for all benefits will be adjusted forward to take into account the length of the employee's absence.

(d) If an employee is off on an unpaid leave (other than FMLA), a layoff or a disciplinary layoff, the Employer will continue the employee's health insurance and life insurance until the end of the month the leave or layoff occurred.

(e) For employees on sickness and accident insurance or workers' compensation, the Employer will continue the employee's health insurance and life insurance for a period of up to fifty-two (52) weeks or until the employee returns to work, whichever is less.

(f) For employees on Family and Medical Leave Act, the Employer will continue the employee's health insurance and life insurance for up to twelve (12) weeks, or until the employee returns to work, whichever is less.

**Section 8.3. Loss of Seniority.** An employee's seniority and employment relationship with the Employer shall automatically terminate for any of the following reasons:

(a) If he or she quits or retires;

(b) If he or she is terminated or discharged;

(c) If he or she is absent from work for three (3) consecutive working days, unless an acceptable excuse is presented;

(d) If he or she fails for three (3) consecutive working days to notify the Employer that he will not be reporting for work, unless an acceptable excuse is presented;

(e) If he or she fails to return on the required date following an approved leave of absence, vacation, or disciplinary layoff, unless an acceptable excuse is presented;

(f) If he or she fails to report for work within ten (10) working days following notification of recall by certified mail, return receipt requested, sent to his or her last known address;

(g) If he or she fails to inform the Employer within seven (7) working days following receipt of notification of recall that he or she intends to return to work for the Employer;

(h) If he or she makes an intentionally false and material statement on his or her employment application or on an application for leave of absence;

(i) If he or she has less than five (5) years' seniority at the time of layoff and has been on layoff status for a period of one (1) year;

(j) If he or she has five (5) or more years' seniority at the time of layoff and has been on layoff status for a period of two (2) years;

(k) (The changes from the prior contract shall take effect after the contract is executed by the parties in 2004). If he or she has been on a leave of absence, including a sick or workers' compensation leave, for a period of twelve (12) months; and

(l) If he or she is convicted or pleads guilty or no contest to a felony, or to a non-traffic misdemeanor which misdemeanor results in jail time.

**Section 8.4.** **Transfer to Nonbargaining Unit Position.** If an employee covered by this Agreement is or was in the past permanently transferred or promoted to a nonbargaining unit position with the Employer, he or she shall retain his or her seniority as of the date of the transfer or promotion and he shall, for a period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the nonbargaining unit position. During the first (1st) six (6) months immediately following an employee's transfer or promotion to a nonbargaining unit position, the Employer may demote the employee to his or her former classification or the employee may request in writing to be relieved of his or her new position and he shall then be returned to his or her former classification. The Employer reserves the right to determine all conditions of employment for nonbargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his or her seniority shall be reinstated upon the date of his or her return and he shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining

unit in excess of two (2) years, his or her bargaining unit seniority shall be canceled and he shall no longer be permitted to return to the bargaining unit with seniority.

**Section 8.5.** **Seniority List.** The Employer agrees to post a current seniority list every six (6) months and to furnish a copy to the Union. The seniority list shall be deemed to be correct for all purposes under this Agreement unless a protest has been filed within ten (10) days following the date the seniority list was furnished to the Union.

**Section 8.6.** **Super-Seniority.** Notwithstanding his or her position on the seniority list, the Unit Chairperson recognized under this Agreement shall, during the period he or she holds office, be the last bargaining unit employee to be laid off and the first bargaining unit employee to be recalled, provided he or she possesses the necessary skill and ability to perform the remaining required work. It is expressly understood that the Employer is not obligated to make work for the Unit Chairperson.

**Section 8.7.** **Promotional Advancements.** Whenever a vacancy occurs in a bargaining unit classification covered by this Agreement or the Employer creates a new bargaining unit classification, the following system shall be followed. Except as otherwise provided in this Section, the purpose of this procedure is to allow full-time non-probationary employees to advance from a given classification to a higher paid classification. Vacancies occasioned by leaves of absence, vacations, or disciplinary layoffs shall not be subject to this Procedure. The Employer shall, in its sole discretion, determine whether a vacancy subject to this Procedure does or does not exist.

(a) Notices of vacancies occurring in the bargaining unit will be posted on the Union bulletin board for a period of three (3) working days. The posting shall, at a minimum, indicate the applicable pay rate or rates and a summary of the requirements for qualification. Interested nonprobationary employees may make application for the vacancy by submitting written notice indicating their intent to the immediate supervisor of the vacant position no later than the end of the posting period.

(b) Vacancies filled by bargaining unit members will be awarded or denied no later than twenty-one (21) working days following completion of the posting period. Awards of a posted vacancy shall be made on the basis of training, qualifications, skill and ability, test results if applicable, and the individual's documented work record. If these factors are substantially equal among two (2) or more applicants, preference shall be given to the most senior qualified bargaining unit employee to apply for the vacancy. For information purposes, the Employer shall furnish the Unit Chairperson with a list of employees who applied for the vacancy involved and notify him or her as to who was awarded the position.

(c) A non-probationary employee currently in the bargaining unit who is selected to fill a vacancy will be given up to a ninety (90) calendar day trial period to demonstrate his or her ability to satisfactorily perform the work required, as determined by the Employer. During the ninety (90) day trial period, an employee may, on his or her own volition, request in writing to be relieved of his or her new classification and be returned to his or her former classification. If the Employer agrees to allow an employee to return to his or her former classification, pursuant to that employee's request, he or she shall not be eligible to apply for any other vacant positions for a period of twelve (12) months. Employees may also be disqualified by the Employer during the trial period and made to return to their former classification and the decision of the Employer shall be final and binding on the parties.

(d) No employee will be permitted to seek another position through this procedure if he or she is currently in a ninety (90) day demonstration period as a result of an earlier award under this procedure.

(e) Downward movement by an employee to a lower-rated classification may be allowed within the sole discretion of the Employer which decision shall not be grievable. An employee may be permitted to make a lateral move within the sole discretion of the Employer which decision shall not be grievable.

(f) The parties acknowledge that this Section has application only to the initial vacant classification and to the first (1st) vacant classification resulting from application of this Section.

(g) The Employer may assign an employee to fill the vacancy until the vacant position is awarded. The Employer may fill a vacancy subject to this Procedure from outside the bargaining unit within ninety (90) work days whenever there are no bargaining unit employees who have submitted application for the position involved who are qualified for the vacancy, and also in those circumstances when this Section, by its own terms, has no application.

## LAYOFF AND RECALL

**Section 9.0. Layoff Procedure.** The Employer may layoff employees whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

(a) Layoffs shall take place on a classification basis. The first employees to be laid off within the bargaining unit classifications shall be probationary employees. Thereafter, the first employees to be laid off in the affected classifications shall be those employees with the

least amount of seniority, provided, however, the senior employees retained presently have the necessary training, experience, qualifications, and skill and ability to perform efficiently the remaining required work.

(b) A nonprobationary employee laid off from his or her classification shall be assigned by the Employer to an equal- or lower-rated classification for which the employee presently has the necessary training, experience, qualifications, skill, and ability to perform the work required, provided the employee reassigned has greater seniority than the employee who will be displaced. A senior employee afforded this displacement right will be paid the salary rate for the equal- or lower-rated classification at the same progression Step he or she currently holds. Any employee who is eligible to exercise the displacement rights provided for in this subsection and who refuses to accept the reduction to an equal- or lower-rated position shall be considered to have resigned from employment. There shall be no bumping between employees or classifications other than the procedure set forth in this subsection.

**Section 9.1. Notification of Layoff.** Whenever possible, the Employer agrees to give ten (10) calendar days' advance notification of layoff by personal contact, telephone call, or written communication, any of which shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Unit Chairperson or his or her alternate. Whenever possible, the notification shall state the anticipated duration of the layoff.

**Section 9.2. Recall.** In the event the work force is increased, recall to work shall be in reverse order of layoff from the classifications affected by the recall, provided, however, the employee returned to work must be able to perform the required work and must not have lost his or her recall rights pursuant to Section 8.3.

**Section 9.3. Notification of Recall.** Notification of recall shall be by personal contact, telephone call, or written communication, any of which shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Unit Chairperson or his or her alternate. The notice shall set forth the date the recalled employee is expected to return to work.

**Section 9.4. Voluntary Time Off.** Voluntary time off (hereinafter referred to as "VTO") may be requested by the employer if economic conditions require a reduction in expenditures. VTO is on a voluntary basis only. VTO is not to be used as part-time employment.

(a) VTO will be offered to all employees regardless of the funding source for their position (e.g. grant). VTO will be offered to all 18th Judicial Circuit Court employees including but not limited to; Friend of the Court, Court Administrator, Deputy Court Administrator, and

all other supervisors, including the Attorney-Assistant Friend of the Court and Assistant Friend of the Court-Office Manager; all professional employees, including but not limited to Family Evaluators, Friend of the Court Hearing Officer, Law Clerk/Bailiffs, all Judicial Secretary/Court Recorders, the Coordinator of the Office of Assigned Counsel; GELC members.

(b) To maintain court operations, designation of specific days for VTO will not occur. Scheduling when actual VTO is taken will be the responsibility of the employee subject to supervisor approval. Employees may schedule VTO provided that in the opinion of the employer such time off does not interfere with efficient operation and the employer's obligations to the public generally.

VTO will not affect seniority or benefit accumulation.

This section expires 12/23/2013.

**Section 9.5. Furlough Hours/Days**. Furlough hours/days would temporarily reduce the normal work hours. Furlough would only be implemented if economic conditions require a reduction in expenditures.

Voluntary time off (VTO) would be offered to employees first.

If furlough must be implemented on a non-voluntary manner:

(a) Furlough will be prorated for new hires or part-time employees. Employees planning to retire in the current year will have their furlough obligation prorated.

(b) Furlough will apply to all employees regardless of the funding source for their position (e.g. grant). Furlough will be taken equally by all 18th Judicial Circuit Court employees including but not limited to: Friend of the Court, Court Administrator, Deputy Court Administrator and all other supervisors, including the Attorney-Assistant Friend of the Court and Assistant Friend of the Court-Office Manager; all professional employees, including but not limited to Family Evaluators, Friend of the Court Hearing Officer, Law Clerk/Bailiffs, all Judicial Secretary/Court Recorders, the Coordinator of the Office of Assigned Counsel; GELC members.

(c) Furlough will not affect seniority or benefit accumulation.

(d) Employees on workers compensation, sick and accident, or any other leave are not subject to furlough until they return to work and their remaining furlough obligation will be prorated.

(e) Furlough hours will not exceed 24 hours per year per employee.

(f) Employees who have already taken at least 24 hours of VTO would not be required to take furlough.

To maintain court operations, designation of specific days for furlough will not occur. Scheduling when actual furlough hours are taken will be the responsibility of the employee subject to supervisor approval. Furlough hours may be taken in increments of 30 minutes.

This section expires 12/28/2013.

## HOURS OF WORK

**Section 10.0. Normal Workweek and Workday.** The normal workweek for all full time employees shall consist of forty (40) hours of work performed in the period from Monday through Friday. The normal workday for full time employees shall consist of eight (8) hours of work, exclusive of an unpaid lunch period.

**Section 10.1. Workweek and Workday Definitions.** 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. The Employer specifically reserves the right to reduce the number of hours per workday or per workweek if operating or economic conditions warrant.

**Section 10.2. Scheduling.** The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet its needs and the public it serves, including staggering starting and quitting times. It is expressly understood that work schedules may be changed whenever operating conditions or economic conditions warrant such change.

**Section 10.3. Overtime.** All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the Friend of the Court, Court Administrator and/or Chief Circuit Court Judge. Overtime may be paid in the form of compensation by mutual consent of the parties at time and one half (1½) times the hourly rate or in the form of compensatory time off at the rate of one and one half (1½) hours per overtime hours worked.

**Section 10.4. Premium Pay.**

(a) Employees covered by this Agreement will be paid at the rate of time and one-half (1-1/2) their straight time regular rate of pay for all hours actually worked in excess of forty (40) in any one (1) workweek.

(b) Time and one-half (1-1/2) an employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours in any one (1) workday. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. This definition of a workday shall not apply for purposes of computing entitlement to premium pay where:

(1) An employee's regular shift is changed at his or her request;

(2) The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.

(c) Time and one-half (1-1/2) an employee's straight time regular rate of pay shall be paid for all hours actually worked on a holiday recognized under this Agreement, plus holiday pay if an employee is otherwise eligible.

(d) Time and one-half (1-1/2) an employee's straight time regular rate of pay shall be paid for all hours actually worked on Saturdays.

(e) All paid but not worked time will not count as "hours actually worked" for purposes of determining an employee's eligibility for premium pay under this Agreement.

**Section 10.5. No Duplication or Pyramiding of Premium Rates.** There shall be no duplication or pyramiding of the premium rates set forth in any Section of this Agreement with any other Section of this Agreement.

**Section 10.6. Lunch Period.** All employees shall receive a nonpaid one (1) hour lunch period. Lunch periods may be staggered to accommodate efficient operation.

**Section 10.7. Rest Periods.** Employees are allowed two (2) fifteen (15) minute rest periods per workday to be taken at the place(s) designated by the Employer during the times scheduled by the Employer to permit continuous and efficient operation.

**Section 10.8. Excess/Exchange Time.** The purpose of this section is to assist employees in managing the many demands of work life and family life as it pertains to scheduling appointments, attending functions for family members, etc. during normal scheduled work hours. Use of this section is for non-routine occurrences and is not intended to alter one's permanent work schedule.

(a) Non-probationary employees covered by this agreement may request, as needed, to change their regular work day shift to actually work in excess of eight (8) hours in exchange for equivalent time off at a later date equal to the excess time worked not to exceed forty (40) hours in any one work week.

(b) Excess hours worked will not exceed more than two (2) hours per day or a maximum of four (4) hours per pay period and will be worked in one-half (½) hour increments.

(c) Excess hours will be limited to one (1) hour before and one (1) hour after normal office hours of operation. E.g., if normal hours of operation are 8am to 5pm, employees may only request to work until 6pm.

(d) Excess and exchange hours must be earned and used in the same work week.

(e) Use of exchange time off may be used in conjunction with any other paid time off subject to supervisor approval.

(f) Working on a holiday or weekend does not fall within the excess/exchange time perimeters, except as otherwise authorized by the Friend of the Court/Court Administrator and/or Chief Circuit Court Judge.

(g) All requests for excess/exchange time must be requested in writing on the prescribed form and authorized in advance.

(h) The employer shall have the right to deny any employee's excess/exchange time request. The employer's decision shall be final and binding and there shall be no further appeal.

## LEAVES OF ABSENCE

**Section 11.0. Procedure for Requesting Leaves.** Employees shall be eligible to apply for leaves of absence after one (1) year of employment with the Employer. Requests for a leave of

absence must be submitted in writing by the employee to his or her immediate supervisor at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the 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 a leave of absence or any extension request shall be furnished to the employee in writing by the Chief Judge or his or her designee. Any request for an extension of a 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, stating the reasons for the extension request and the exact revised date the employee is expected to return to work.

**Section 11.1. Purpose of Leaves.** 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 duplication or pyramiding of leave 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 shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay and benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

**Section 11.2. Early Returns from Leave.** There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement.

**Section 11.3. Active Military Leave.** Any full time and nonprobationary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay as required by law.

**Section 11.4. Bereavement Leave of Absence.**

(a) Upon request, a non-probationary employee will be granted a leave of absence, with pay, for up to three (3) days when he or she would have otherwise been scheduled to work to attend to matters involving a death in the employee's immediate family, provided the employee attends the funeral. For purposes of this subsection, the term "immediate family" is defined as including the employee's:

Current spouse
Parents (natural, including the current spouse of an employee's natural parents)
Children (natural)
Brother (including half-brother)

Sister (including half-sister)
Natural children of the employee's current spouse living with the employee
Grandparents (natural)
Grandchildren (natural)
Current spouse of employee's natural children
Natural parents of employee's current spouse

(b) A nonprobationary employee will be granted a leave of absence, with pay, for one (1) day when he or she would otherwise have been scheduled to work to attend the funeral of the following individuals:

Spouse of the employee's natural brother or sister
Natural brother or sister of the employee's current spouse
Natural grandparents of the employee's current spouse
Natural children of employee's current spouse not living with the employee
Natural brother or sister of an employee's natural parents

(c) In the Chief Judge's sole discretion, a nonprobationary employee may be granted up to an additional two (2) days paid leave of absence, for a total of five (5) days, to attend to matters involving the death of the employee's current spouse or natural children, provided the employee attends the funeral.

(d) Leaves granted under this Section shall commence on the date of death. An employee excused from work under this Section shall, after making written application, be paid the amount of wages he or she would have earned by working his or her straight time hours on such scheduled days of work for which he or she is excused. Payment shall be made at the employee's current rate of pay, not including premiums.

**Section 11.5. Jury Duty.** Any nonprobationary employee included within the bargaining unit shall be granted a leave of absence with pay for a maximum of thirty (30) workdays in any one (1) calendar year when he or she is required to report for jury duty. In order to receive jury duty pay, an employee must: (1) give the Chief Judge and his or her immediate supervisor advance notice of the time he or she is to report for jury duty; (2) give satisfactory evidence that he or she served as a juror at the summons of the Court on the day he or she claims such pay; and (3) return to work for the remainder of the workday if such service is completed prior to the end of his or her workday. For each day that an employee serves as a juror when he or she otherwise would have worked, he or she shall be paid the difference between any jury duty compensation he or she receives and his or her straight time regular wages for time necessarily spent in jury service on the next regularly scheduled pay day after endorsing the jury duty check to the Employer, with the exception of those funds allocated for mileage.

Probationary employees shall have their probationary periods extended by the length of time they are on jury duty leave.

**Section 11.6. Maternity Leave.** Leave of absence for disability due to pregnancy shall be treated the same as any other sick leave.

**Section 11.7. Medical Certificates and Examinations.**

(a) Employees requesting a leave for sickness or injury or a continuation of sick leave may be required to present proof of illness from a qualified medical practitioner showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capabilities to perform his or her job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on sick leave of absence. The Employer may require as a condition of any sick leave, regardless of duration, proof of illness from a qualified medical practitioner setting forth the reasons for the sick leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing sick leave. Whenever an employee does not report to work and uses sick leave, the Employer reserves the right to have a supervisor or other representative call at the employee's home to verify the case and make a complete report. Falsification of the proof of illness from a qualified medical practitioner or falsely reporting or setting forth the reasons for the absence shall constitute cause for discipline, up to and including discharge.

(b) An employee returning from a leave of absence of any kind may be required to furnish a physician's statement as to the employee's physical condition and the physician's opinion as to the employee's ability to carry on his or her duties in a normal fashion. If the employee's condition would interfere with the performance of his or her duties or might result in injury while working or might result in aggravating the condition, the Employer may refuse reemployment or may place reasonable conditions on reemployment. The Employer may require employees returning from any leave to see a physician designated by the Chief Judge.

**Section 11.8. Personal Days.**

(a) All full time employees covered by this Agreement shall be permitted five (5) personal days with pay each calendar year once they have completed one (1) year's service. Effective as soon as can be administratively arranged following execution of this Agreement, all full time employees who have completed ten (10) years of service will be granted one (1) additional paid personal day for calendar year 1988. Commencing with calendar year 1989, all full time employees who have completed at least ten (10) years of service shall be permitted six (6) paid personal days each calendar year and all full time employees who have completed

fifteen (15) or more years of service shall be permitted seven (7) paid personal days each calendar year.

Effective upon the execution of this agreement in 1997, all full time employees who have completed five (5) years of service will be granted four (4) hours of additional paid personal time per year.

(b) Personal days shall be credited to full time employees on January 1st of each year; the number of such days shall be prorated for employees hired after January 1 on the basis of the time remaining in the calendar year. Employees who use personal days in advance of their anniversary date of hire shall be required to repay the Employer for those days upon termination.

(c) All requests for a personal day must be made to the employee's immediate supervisor twenty-three (23) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. A request for a personal day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer.

(d) The use of personal time shall be in no less than one-half (½) hour increments.

(e) Personal days do not accumulate from year to year. Further, unused personal days have no monetary value upon separation from employment for any reason.

(f) Nothing in this Section shall be construed to absolve an employee of his or her responsibility to comply with the required procedures concerning prior notification of absence from work.

(g) Each employee covered by this agreement shall be entitled to six Personal Holidays for the duration of this agreement in addition to the other time off provisions of this Section 11. Such Holidays shall be administered in the same manner as Personal Days, Section 11.8 (a) through (f) except that these days must be taken off by December 31, 2011, or they shall be forfeited. In no event shall any employee receive pay in lieu of taking these six days off or be paid overtime for working on a previously scheduled Personal Holiday.

**Section 11.9.** **Personal Leave.** Full time employees may be granted, in the discretion of the Chief Judge or his or her designated representative, an unpaid personal leave of absence for good cause shown in writing, for other than Family and Medical Leave Act purposes.

**Section 11.10. Sick Time Benefits.**

(a) Commencing July 1, 2004, paid sick leave for each full-time employee shall be forty (40) hours per year earned on a monthly pro-rata basis. For the purpose of this section, a month of service is completed when the employee has worked eleven (11) days in any one month. Paid sick leave accumulation shall be limited to a maximum of 60 days. Any employee who is on paid sick leave shall be entitled to all contractual benefits as if he or she were working.

(b) A probationary employee may accumulate paid sick leave while on probation but may not use such accumulated sick leave until he or she has completed one hundred eighty (180) days of work.

(c) Upon termination of employment by retirement or death, an employee (or employee's estate) will be paid for one half (½) of their accumulated sick leave. An employee who resigns the County's employ and has accumulated at least fifteen (15) years of unbroken service shall be paid one-half (½) of accumulated sick leave, not to exceed $3,500.

(d) Sick time can be carried over into the next calendar year and may be accumulated from year to year.

(e) Medical Examination. If, in the opinion of the Employer, a medical examination is required to assure the Employer that an employee is able to continue his or her present assignment, it may be so directed; in which case the Employer will bear the costs of said medical examination if not covered by the employee's health insurance.

(f) Illness Verification. If there is a question or doubt regarding the illness of an employee, the Chief Judge or his or her designee may require a doctor's statement verifying the illness and may require the employee to submit to a medical examination(s) selected by the Employer. In the event the employee is claiming stress and/or other psychological and/or psychiatric conditions as an illness, the Employer may require the employee to submit to psychological and/or psychiatric assessments to be made by a licensed practitioner selected by the Employer. The Employer shall pay for the examination(s) if not covered by the employee's insurance if the employee is required by the Employer to submit to an examination(s).

(g) Medical Examination Prior to Return. An employee may be required to submit to a medical examination at the Employer's direction and expense unless covered by the employee's insurance before an employee is permitted to return to work.

(h) Sick Leave Abuse. Any abuse of sick leave shall be cause for disciplinary action

up to and including possible discharge.

(i) In order to be eligible for sick leave use, an employee shall be required to notify his or her supervisor or designee as soon as practical based on the circumstances existing at the time.

**Section 11.11. Unpaid Leave.** There shall not be any unpaid time off allowed until an employee has used all of his or her earned vacation, personal and sick time. After the exhaustion of all of the earned vacation, personal and sick time, it shall be with the Employer's discretion whether or not to allow an employee to take unpaid time off except as required under the Family and Medical Leave Act.

**Section 11.12. Reserve Training Leave.** A full time nonprobationary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He or she shall furnish to the Employer, in writing, a statement of the total amount of Government compensation received for this service during this period. If such Government compensation does not equal the employee's straight time earnings, exclusive of all premiums, which the employee would have otherwise earned by working on the scheduled days of work for which he or she was excused, he or she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. Any additional time which an employee may be required to serve or attend military meetings shall not be compensated by the Employer. Reserve training leave shall be in addition to any vacation time to which the employee may be entitled, but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval. An employee must submit to his or her immediate supervisor and the Chief Judge a copy of his or her order to report for reserve training prior to such leave being granted.

**Section 11.13. Union Business Leave.**

(a) An unpaid leave of absence will be granted to not more than one (1) full time employee with at least one (1) year's seniority who is elected or appointed to a full time position with the Union. The duration of such leave shall not exceed six (6) months unless a renewal of the leave is granted by the Chief Judge.

(b) The Employer also agrees to grant a maximum total of fifteen (15) unpaid leave days of absence each year to be used by the Bargaining Committee to attend Union conventions, training seminars, and business meetings. Requests for such leave must be given to the Chief Judge, in writing, at least seven (7) days in advance of the period requested. Such time off must not unreasonably interfere with the services required to be performed by the Employer.

**Section 11.14. Family and Medical Leave Act.** The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

## HOLIDAYS

**Section 12.0. Holiday Eligibility.** Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday;

(b) The employee must work his or her scheduled work hours on the last scheduled day before and his or her scheduled hours the first scheduled day after the holiday, unless the Employer has given permission to the employee to use earned vacation time or earned personal leave the day before or the day after the holiday;

(c) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay and shall be subject to other disciplinary action;

(d) The employee must not be on a leave of absence or on layoff status, provided, however, an employee granted a leave of absence or who is laid off no more than seven (7) working days prior to a recognized holiday will be paid for the holiday involved;

(e) The employee must not be on a disciplinary suspension.

**Section 12.1. Holiday Pay.** All full time employees occupying a job classification covered by this Agreement who have completed thirty (30) calendar days of employment shall receive eight (8) hours' pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day
Martin Luther King Day (commencing 1989)
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Veteran's Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day
December 24
Christmas Day
December 31

**Section 12.2. 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. However, if the holiday falls on a Saturday and if Friday is also a recognized holiday, then the recognized holiday shall be the preceding Thursday and Friday. If the holiday falls on a Sunday and if Monday is also a holiday, then the recognized holidays shall be the following Monday and Tuesday.

## VACATIONS

**Section 13.0. Vacation Benefit.** All full time employees covered by this Agreement who have the required seniority as of January 1 of each year and have worked for the Employer as set forth below in this Agreement shall be granted a vacation with pay in accordance with Attachment A, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

**See attached Table (Attachment A).**

**Section 13.1. Vacation Eligibility.** In order to be eligible for full vacation benefits, an employee must have actually worked for the Employer during the immediate year preceding the January 1 determination date a total of at least 1,440 straight time hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he or she shall receive a percentage of his or her vacation pay on the basis that the relationship his or her straight time hours actually worked bears to 1,440, provided he or she works a minimum of 288 hours.

**Section 13.2. New Hires.** Vacation shall accrue from date of employment. Full-time employees who fail to qualify for a vacation in accordance with the foregoing plan because they have not completed one (1) year of employment on the January 1 determination date shall receive a vacation with either full or partial vacation pay benefits following completion of their first (1st) year of employment. To be eligible for vacation pay benefits in such circumstances, an employee must have actually worked at least 288 straight time hours the calendar year immediately preceding the January 1 determination date which falls within his or her first (1st) year of employment. An employee eligible for vacation pay benefits under this

Section shall receive a pro rata or full vacation benefit based upon the ratio which the number of straight time hour she or she actually worked between his or her most recent date of hire and the January 1 determination date falling within his or her first (1st) year of employment bears to 1,440. The provisions of this Section shall not apply to any subsequent year of an employee's employment with the Employer.

**Section 13.3. Vacation Scheduling.** Eligible employees may schedule time off for their vacation during the twelve (12) months following the January 1st vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally. Requests for vacations shall be made to the employee's immediate supervisor at least thirty (30) days prior to the beginning of the requested vacation period whenever five (5) or more working days are sought. The Employer may, in its sole discretion, waive the thirty (30) days notification in appropriate circumstances. In all other instances, an employee must give a minimum of three (3) working days' advance notice and secure the approval of his or her immediate supervisor before actually using vacation time. If an employee does not submit a vacation request, the Employer may assign a vacation time for the employee. In case of conflict between employees who have properly submitted their applications for vacation leave, the employee with the greatest seniority shall be given preference, provided, however, in all circumstances, requests for vacation time off in a "block" of five (5) consecutive working days shall take precedent over vacation requests for a shorter period. Vacation leave shall be considered mandatory, except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his or her vacation if permission is granted by the Employer. A maximum of thirty (30) days' vacation time may be carried over into the next calendar year, but such carryover time may not be added or accumulated from year to year. Any excess accumulation of vacation time will be forfeited.

**Section 13.4. Vacation Basis.** Employees are to be paid during their vacation period at their straight time regular rate of pay, excluding all premiums, they are earning at the time they take vacation leave.

**Section 13.5. Benefit on Termination.** On termination of employment, an employee shall be compensated for all allowable accumulated and unused vacation leave pay, up to a maximum of thirty (30) days. No pro rata benefit shall be given to an employee for the period of time from the preceding January 1 determination date to the date of his or her termination unless the employee has completed five (5) or more years of service with the Employer and his or her termination is other than for cause. The combination of pro rata vacation pay benefits and unused and accumulated vacation pay benefits shall in no event exceed thirty (30) days.

**Section 13.6. Use of Leave Time in One-Half Hour or More Increments.** Full time employees shall be allowed to use earned vacation in one-half (½) hour or more increments after he or she has used all of his or her personal time and has converted and used sixteen (16) hours of vacation time to personal time.

**Section 13.7. Use of Vacation Time at the End of the Year.** Notwithstanding the above, employees who have accrued vacation time who want to use that accrued vacation time between Christmas and New Year's shall adhere to the following procedure:

(a) The employee must submit a written request by October 15.

(b) If the employee submitting the request for that time took the same vacation time off the prior year, the employee in the same job assignment who did not take that vacation time shall be permitted to do so (by seniority) if he/she submits a request by October 15.

(c) Job assignment is defined as: Receptionist/Clerical Assistant, Court Administrative Aides, Circuit Court Clerks, Interstate Enforcement Case Manager, Medical Enforcement Case Manager, Support Modification Specialist, Enforcement Analyst, Account Analyst, Financial Technician, Departmental Clerk, Secretary to Family Evaluators, Senior Enforcement Case Manager, Senior Enforcement Specialist, Account/Case Specialist and Financial Manager/Systems Analyst.

(d) The intent of the above is to rotate Christmas and New Year's vacation time for employees in the same job assignments if two or more employees in the same job assignment submit a vacation request by October 15. All vacation time must be approved by the Employer.

(e) Employees who do not submit their request by October 15 for the above time, shall have vacation determined by the procedure outlined in Section 13.3.

## INSURANCE

**Section 14.0. Hospitalization Insurance Options.** The Employer shall provide the same health insurance and under the program conditions as Full-Time General County employees receive with the exception that due to the lateness of this contract, the Employer will offer for the remainder of 2004 more health insurance options.

Without impacting the other applicable provisions of agreement, the employer agrees to add certain provisions to the current BCBS Community Blue PPO PPO plan.

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

- Benefits prior to this agreement did not cover adult immunizations, only childhood immunizations up to the age of 16. Adds adult immunizations approved by BCBS under this additional benefit rider as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics when provided by participating provider.

- Benefits prior to this agreement for preventive care services were subject to a $250 maximum (cap) per member per calendar year. Eliminates the cap, so that all preventive services as dictated by the BCBS coverage become covered at 100% up to the plan limits without a cap on the maximum dollars spent in this category.

**(a). Method of Computing Employees' Share of Premiums.**

Effective July 1st of each year subsequent to 2003, employees' contributions shall be fifteen percent (15%) of the rates that are developed based upon the preceding calendar year's actual cost of the Blue Cross Blue Shield Self-Insured Administrative Services Contract (ASC). In the event that any component of the health insurance benefit (medical, prescription drugs, dental, vision), can be provided by an alternate carrier or if a program is added (as in the case of the Medtipster program), with one or both actions being implemented only to enhance cost savings, the employees' contributions shall be fifteen (15%) of the rates that are developed based upon the preceding calendar year's actual cost of all programs combined.

**(b). Prescription Drug Plan.**

Effective January 1, 2012, the County will provide a prescription drug plan which follows the following co-pay arrangements:

| | |
|---|---|
| Covered OTC (over the counter) drugs (with Doctor's prescription) | $0 |
| Generics | $0 - $10 |

| | |
|---|---|
| Name Brand- Preferred | $30 |
| Name Brand – Non-Preferred | $50 |
| Bio-Tech (over $1000 and injectable) | $100 minimum, $200 Maximum<br>Plus relinquishment of any coupons issued. |

The County will conduct meetings as soon as practicable following implementation (at which attendance is mandatory) to explain the provisions of this plan to employees. Inasmuch as both the County and employees have a stake in the cost of health care, and in light of the significant savings to be realized through better education about prescription drug usage, the following has been agreed to.

**(c). Incentive Program for Cost Reduction.**

Both the County and the employees have an interest in working on containing health care costs. One area that can bear results is in prescription drug costs. In addition to supporting education for all employees on cost containment, and making switches to less costly prescriptions where medically feasible, an incentive program for all covered employees has been developed.

During the course of this agreement, it has been projected that prescription drug costs will rise at the rate of 15% per year. Accordingly, the parties have agreed on an incentive plan which is beneficial to both employees and the County.

**2012:** In the event that the rate of increase of the cost of the prescription drug plan for 2012 is less than 7.5% of the prescription drug plan cost for 2011, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2013.

**2013:** In the event that the rate of increase of the cost of the prescription drug plan for 2013 is less than 7.5% of the prescription drug plan cost for 2012, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2014.

If the goal is reached, employees will receive the payout directly to their paychecks.

**(d). Health Care - Employees Hired after January 1, 2012.**

This Section supersedes any other provision of this collective bargaining agreement which is in conflict with it for employees hired after January 1, 2012. Similarly, those other provisions of the collective bargaining agreement which are not in conflict with this section continue for all employees.

Employees hired after January 1, 2012 will, if otherwise eligible, become covered for health care benefits on the first of the month following the month in which hired plus three additional months.

Such employees will be under a high-deductible plan with a $1,000 deductible per calendar year (single), with the employer sponsoring the second $500 of the plan through a health reimbursement account. Those employees who elect Married or Family plans shall have a $2,000 deductible with the employer sponsoring the second $1,000 of the plan through a health reimbursement account. Employees must follow the rules of the insurance carrier (such as turning in all required receipts) in order to be eligible for the employer-sponsored portions of the plan.

Such employees may also elect to choose the health care plan available to employees hired before January 1, 2012, providing they pay 100% of the cost difference between the plan, as well as required 15% co-payment. Such elections may only be made at hire or during the annual enrollment period.

Such employees shall not be eligible for County-provided health care in retirement.

**Section 14.1. Sickness and Accident Insurance.** The Employer shall provide a sickness and accident insurance program for those eligible employees who have completed three hundred sixty five (365) calendar days of employment with the Employer. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer or it's insurance carrier weekly payments consisting of seventy-five percent (75%) of their normal gross weekly wages up to maximum benefit of three hundred seventy dollars ($370) per week upon ratification of this contract in 2004. Effective January 1, 2005, the maximum weekly benefit shall be increased to three hundred eighty dollars ($380) per week. These benefits shall be payable to eligible employees from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eighth (8th) day of disability due to sickness except as changed upon the following dates:

(a) Effective upon ratification of the parties in 2004, these benefits shall become payable from the eighth day of a verified disability due to accidental bodily injury or hospitalization or of disability due to illness.

(b) Effective January 1, 2005, these benefits shall become payable from the 16th day of verified disability due to accidental bodily injury or hospitalization or due to illness.

(c) Effective January 1, 2006, these benefits shall become payable from the 31st day of verified disability due to accidental bodily injury or hospitalization or due to illness.

The employee may choose to utilize earned vacation or personal leave but shall be required to use earned sick leave prior to receiving the sickness and accident payments. Time spent on "Sickness and Accident" shall not count toward earning any sick, vacation or personal days. Seniority shall be maintained but shall not accrue while on "Sickness and Accident."

(1) Eligible employees with less than five (5) years seniority shall not be entitled to receive more than twenty-six (26) weeks total payment for any and all disabilities which they otherwise might be eligible for under the sickness and accident program.

(2) For eligible employees with five (5) or more years seniority, they shall be entitled to a maximum of fifty-two (52) weeks of total sickness and accident benefits within a one hundred and fifty-six (156) week period from the commencement of the first sickness and accident leave payment.

(3) Starting July 1, 2004, notwithstanding any contrary provision, there shall be a maximum of 156 weeks of sickness and accident payment allowed for employees (even if they have more than five years seniority) for the duration of a person's employment. This maximum shall also be applicable in the event an employee leaves employment with the Court and subsequently is re-employed.

(4) The Employer reserves the right to require an employee who applies for sickness and accident benefits to obtain a medical examination to verify the need for the sickness and accident leave. The Employer may require an employee be examined by a doctor of the Employer's choosing in addition to the employee's doctor. The Employer may require such medical verification as it deems appropriate from time to time while an employee is on sickness and accident insurance either from the employee's physician or from a physician selected by the Employer, or both.

(5) The time spent by employees who receive sickness and accident insurance payments shall be counted toward the Family Medical Leave Act.

Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act.

**Section 14.2. Term Life Insurance.** During the term of this Agreement, the Employer will pay the required premiums for a term life insurance policy in the amount of thirty five thousand dollars ($35,000.00) which will go into effect thirty days after execution of contract by both parties in 2006, for each insurable, full time employee occupying a job classification covered by this Agreement who has completed sixty (60) calendar days of employment with the Employer.

**Section 14.3. Selection of Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 14.0 through Section 14.2, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose and change the administrator of such insurance programs, provided the level of such benefits remains substantially the same.

**Section 14.4. Provisions of Insurance and Pension Plans.** No matter respecting the provisions of any of the insurance programs and pension plan set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement.

## PENSION

**Section 15.0. Retirement Plan.** During the term of this Agreement, the present program of retirement benefits provided for in the Bay County Retirement System Ordinance established January 1, 1947, and as subsequently amended through the date of execution of this Agreement shall be continued on the same terms and conditions that existed prior to the execution of this Agreement.

Any employee hired after January 1, 1991, shall receive no "refunds" for contributions made by the Employer on the employee's behalf to the Employee Retirement System if that employee leaves the employ of the County for any reason other than retirement prior to eight (8) years of employment. Employees hired on or before January 1, 1991, shall be eligible for such "refunds" according to previous practice.

Any employee hired on or after January 1, 2006, shall receive no "refunds" for contributions made by the employer on the employees' behalf to the employer's retirement system if that employee leaves the employ of the County for any reason other than retirement prior to ten years of service. In order to qualify for retirement benefits, an employee must work 1,000 hours per year.

Effective July 1, 2001, the Employer will provide for a benefit formula based on two and one quarter percent (2.25%) of the employees average annual income based on his or her best five (5) years earnings times the number of years of credited service.

Employees hired on or after January 1, 2012, may retire after completing the 10-year vesting period and upon reaching age 62 with a 1.6% multiplier.

**Section 15.1. Retiree Health Care/Tiered Plan for Payment of Retiree Health Insurance**. For all employees hired on or after 1/01/2006, "Years of Service" for purpose of calculating employer health insurance will include the following:

(a) Purchased military and/or other governmental service credit (i.e. 15 years actual service credit and 3 years of purchased military service equals 18 years of service for calculation of employment health insurance payment.

(b) Service credit that is enhanced by early retirement incentives (i.e. actual service credit of 10 years with 4 years awarded as part of an incentive equals 14 years of service for calculation of employer health insurance payment).

(c) Fraction of "years of service" will be rounded up (i.e. 20 years, 2 months of service will be equivalent to 21 years of service for purposes of health insurance benefits).

In addition, only the spouse of whom the retiree is married to at the time of his or her retirement, will be eligible for health insurance coverage (as per current contract).

(d) Employees hired on or after January 1, 2012, shall not be eligible for health care benefits in retirement.

**Section 15.2. Schedule for Retiree Health Insurance for Employees.** The following schedule applies to all employees hired on or after January 1, 2006, but before January 1, 2012.

| Years of Service | Employer Paid % of Retiree's Premium | Employer Paid % of Spousal Coverage |
|---|---|---|
| 10 | 55% | 0% |
| 11 | 55% | 0% |
| 12 | 55% | 0% |
| 13 | 55% | 0% |
| 14 | 55% | 0% |

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| Years of Service | Employer Paid % of Retiree's Premium | Employer Paid % of Spousal Coverage |
|---|---|---|
| 15 | 80% | 0% |
| 16 | 80% | 0% |
| 17 | 80% | 0% |
| 18 | 80% | 0% |
| 19 | 80% | 0% |
| 20 | 85% | 15% |
| 21 | 85% | 15% |
| 22 | 85% | 15% |
| 23 | 85% | 15% |
| 24 | 85% | 15% |
| 25 | 85% | 40% |
| 26 | 85% | 40% |
| 27 | 85% | 40% |
| 28 | 85% | 40% |
| 29 | 85% | 40% |
| 30 | 85% | 50% |
| 31 | 85% | 50% |
| 32 | 85% | 50% |
| 33 | 85% | 50% |
| 34 | 85% | 50% |
| 35 | 85% | 50% |
| 36 | 85% | 50% |
| 37 | 85% | 50% |
| 38 | 85% | 50% |
| 39 | 85% | 50% |
| 40 | 85% | 50% |

## COMPENSATION

**Section 16.0. Classifications.**

(a) During the period from January 1, 1988, through June 30, 1988, the classifications listed below shall, for purposes of the wage rates established in Section 16.1, be placed in the Employer's pay grade plan as follows:

| Pay Grade | Classifications |
|---|---|
| T-04 | Receptionist-Clerk |
| T-05 | Computer Operator<br>Typist Clerk II |
| T-06 | Circuit Court Clerk<br>Court Administrative Aide<br>Support Enforcement Clerk<br>Secretary (formerly titled Typist Clerk III) |
| T-07 | Accounts and Computer Operations Coordinator<br>Friend of the Court Investigator<br>Stenographer<br>Support Enforcement Coordinator |

(b) Effective July 1, 1988, pay grade T-04 shall be eliminated. The Receptionist-Clerk position will be reclassified from former pay grade T-04 to pay grade T-05. In addition, the positions of Computer Operator and Typist Clerk II will be reclassified from pay grade T-05 to pay grade T-06. The reclassified employees will retain their current Step in this movement. Thereafter, for purposes of the wage rates set forth in this Agreement, the classifications listed below shall be placed into the Employer's pay grade plan as follows:

| Pay Grade | Classifications |
|---|---|
| T-05 | Receptionist-Clerk |
| T-06 | Computer Operator<br>Typist Clerk II<br>Circuit Court Clerk<br>Court Administrative Aide<br>Support Investigator |

| | |
|---|---|
| | Secretary |
| T-07 | Friend of the Court Investigator<br>Stenographer<br>Support Modification Specialist |
| T-08 | Support Enforcement Coordinator<br>Accounts and Computer Operations Coordinator |

(c) Commencing January 1, 1992, the two (2) Support Enforcement Coordinators shall be reclassified to a T-08 level. The employees who are being reclassified shall not advance to their existing step but rather shall go to the step which results in a raise.

(d) After this contract was executed in 1994 or 1995, the Employer created another T-07 position, Support Modification Specialist, whose duties are to basically handle increases for support modification of all cases including reviewing increases for ADC and In Pro Per. This was accomplished by reassignment of duties. The Employer reserves the right to draft and implement a job description for this position to include the above duties.

(e) Effective July 1, 1997, Pam Krohn (Secretary) shall be reclassified from a T-6 to a T-7. Effective July 1, 1997, the Interstate Child Support Investigator position shall be reclassified from a T-6 to a T-7.

(f) The classifications listed below shall be placed into the Employer's pay grade plan as follows effective October 1, 2004:

| Pay Grade | Classifications |
|---|---|
| TC/TF 05 | Receptionist/Clerical Assistant |
| TC/TF 06 | Account Analyst<br>Departmental Clerk<br>Enforcement Analyst<br>Financial Technician |
| TC/TF 07 | Account/Case Specialist<br>Interstate Child Support Case Manager<br>Medical Enforcement Case Manager<br>Secretary - Family Evaluators & Asst. FOC<br>Support Modification Specialist |

| | |
|---|---|
| TC/TF 08 | Senior Enforcement Case Manager<br>Senior Enforcement Specialist<br>Senior Financial Case Manager |
| TC/TF 09 | Child Support Systems Manager |

(g) The classifications listed below shall be placed into the Employer's pay grade as follows: Effective January 1, 2006, the Financial Technician (T-06) and Departmental Clerk (T-06) positions shall be eliminated and replaced with two additional Account Analysts (T-06).

**Section 16.1. Wage Rates for 2006.** Effective January 1, 2006, retroactive for employees employed on the date of ratification by the parties, the following hourly rates shall become effective:

**For employees hired ON OR BEFORE November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 11.24 | 12.04 | 12.79 | 13.55 |
| T-06 | 12.30 | 13.11 | 13.95 | 14.78 |
| T-07 | 13.67 | 14.64 | 15.57 | 16.47 |
| T-08 | 15.17 | 16.25 | 17.30 | 18.38 |
| T-09 | 16.93 | 18.06 | 19.33 | 20.49 |

**For employees hired AFTER November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 10.63 | 11.38 | 12.79 | 13.55 |
| T-06 | 11.65 | 12.40 | 13.95 | 14.78 |
| T-07 | 12.92 | 13.84 | 15.57 | 16.47 |
| T-08 | 14.35 | 15.37 | 17.30 | 18.38 |
| T-09 | 16.01 | 17.09 | 19.33 | 20.49 |

**Section 16.2. Wage Rates for 2007.** Effective January 1, 2007, the following hourly rates shall become effective:

**For employees hired ON OR BEFORE November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 11.46 | 12.28 | 13.05 | 13.82 |

| | | | | |
|---|---|---|---|---|
| T-06 | 12.55 | 13.37 | 14.23 | 15.08 |
| T-07 | 13.94 | 14.93 | 15.88 | 16.80 |
| T-08 | 15.47 | 16.58 | 17.65 | 18.75 |
| T-09 | 17.27 | 18.42 | 19.72 | 20.90 |

**For employees hired AFTER November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 10.84 | 11.61 | 13.05 | 13.82 |
| T-06 | 11.88 | 12.65 | 14.23 | 15.08 |
| T-07 | 13.18 | 14.12 | 15.88 | 16.80 |
| T-08 | 14.64 | 15.68 | 17.65 | 18.75 |
| T-09 | 16.33 | 17.43 | 19.72 | 20.90 |

**Section 16.3. Wage Rates for 2008**. Effective January 1, 2008, the following hourly rates shall become effective:

**For employees hired ON OR BEFORE November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 11.69 | 12.53 | 13.31 | 14.10 |
| T-06 | 12.80 | 13.64 | 14.51 | 15.38 |
| T-07 | 14.22 | 15.23 | 16.20 | 17.14 |
| T-08 | 15.78 | 16.91 | 18.00 | 19.13 |
| T-09 | 17.62 | 18.79 | 20.11 | 21.32 |

**For employees hired AFTER November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 11.06 | 11.84 | 13.31 | 14.10 |
| T-06 | 12.12 | 12.90 | 14.51 | 15.38 |
| T-07 | 13.44 | 14.40 | 16.20 | 17.14 |
| T-08 | 14.93 | 15.99 | 18.00 | 19.13 |
| T-09 | 16.66 | 17.78 | 20.11 | 21.32 |

**Section 16.3a. Wage Rates for 2008 through 2011.**

The wages for all employees are listed in the County's Wage and Salary Program according to the wage schedules listed above. Except as modified by other transactions in this Section 16

that impact wages, and all wages shall be frozen at the levels in Section 16.3 , "Wage Rates for 2008" for the duration of this agreement. It is not the intent of this Section to modify or eliminate step increases.

In consideration for the wage freezes described above, the County agrees that for the duration of this agreement only, the following modification is made. Personal Days, which expire on December 31, 2011 [Section 11.8(g)].

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

- BCAMPS
- USW (FT or PT)
- Nurses
- Probate
- District Court
- Board of Commissioners
- Non-represented
- 911 Dispatchers

**Section 16.3b. Wage Rates for 2012 - 2013.**

**For employees hired ON OR BEFORE November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 11.69 | 12.53 | 13.31 | 14.10 |
| T-06 | 12.80 | 13.64 | 14.51 | 15.38 |
| T-07 | 14.22 | 15.23 | 16.20 | 17.14 |
| T-08 | 15.78 | 16.91 | 18.00 | 19.13 |
| T-09 | 17.62 | 18.79 | 20.11 | 21.32 |

**For employees hired AFTER November 11, 1991**

| Pay Grade | Start | (Step 1) After 9 Months | (Step 2) After 24 Months | (Step 3) After 36 Months |
|---|---|---|---|---|
| T-05 | 11.06 | 11.84 | 13.31 | 14.10 |
| T-06 | 12.12 | 12.90 | 14.51 | 15.38 |
| T-07 | 13.44 | 14.40 | 16.20 | 17.14 |
| T-08 | 14.93 | 15.99 | 18.00 | 19.13 |
| T-09 | 16.66 | 17.78 | 20.11 | 21.32 |

The wages for all employees are listed in the County's Wage and Salary Program according to the wage schedules listed above. Except as modified by other transactions in this Section 16 that impact wages, and all wages shall be frozen at the levels in Section 16.3b for the duration of this agreement. It is not the intent of this Section to modify or eliminate step increases.

The wages for all employees covered under this agreement shall remain at 2011 levels, except for scheduled step increases, change in classification, and reclassifications.

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

Employees on the rolls effective January 1, 2012, shall be paid a lump sum payment of .75% of their gross wages for calendar year 2011, to be paid no later than the end of the third quarter 2012 and employees on the rolls effective January 1, 2013, shall be paid a lump sum payment of .75% of their gross wages for calendar year 2012, to be paid no later than the end of the third quarter 2013.

In lieu of receiving a lump sum in each year of this contract, as described above, employees may request an additional three days off, providing their supervisor agrees. Such applications must be submitted no later than March 1 of each contract year. Failure of the supervisor to approve the application for any reason or no reason shall not be a basis for a grievance.

**Section 16.4. Advancement Within Pay Grades.**

(a) Each new employee covered by this Agreement shall initially be paid at the "Start" rate for the pay grade applicable to his or her classification. Upon completion of nine (9) months' employment, he or she shall automatically advance to "Step 1" of his or her pay grade. Further advancements within the employee's pay grade are based upon merit and are not automatic. All recommendations by supervisory personnel of wage adjustments for employees under their supervision shall be reduced to writing and submitted to the Chief Judge who must approve all such recommendations.

(b) Approved recommendations for advancement to "Step 2" shall occur upon completion of twenty-four (24) months of employment. All subsequent Steps shall be placed into effect after completion of one (1) year of full time equivalent service, at each Step, calculated in accordance with Section 8.2.

(c) Employees who are awarded a position pursuant to Section 8.7 with a higher-rated maximum pay rate than their current classification shall initially be placed at the earliest Step in the new pay grade which will result in an increase in pay. Any future advancements within the employee's wage band will be governed by the provisions of subsections (a) and (b) of this Section,

provided further, however, their "anniversary date of hire" shall be the date of their initial entry into the new classification unless adjusted in accordance with Section 8.2.

**Section 16.5. Temporary Assignments.** (The following changes will take effect after the contract is executed by the parties in 2004). Employees who are temporarily assigned to a higher-rated classification for a period in excess of fourteen (14) consecutive calendar days shall, thereafter, be paid at the earliest step in the higher-rated classification which will result in an increase in pay. The employee will be notified in writing by the Employer of the assignment.

**Section 16.6. Reclassification Procedure.** When an employee believes that his or her classification is deserving of consideration for reclassification, the employee shall have the right to present their case for reclassification. If approved, the employee will be placed on the next highest pay grade at the step that provides for an increase in pay. The employee must complete a Job Analysis Questionnaire form and submit it to their Union Representative. The Union Representative will then schedule a meeting with the employee and the employee's supervisor. The employee's supervisor for the purpose of this section will be defined as the Director of the Friend of the Court for the Friend of the Court office and the Circuit Court Administrator for the Circuit Court Clerk's office.

If the employee chooses to proceed, the supervisor will forward the Job Analysis Questionnaire to the Personnel Director prior to May 1 of each year and any adjustments will become effective as of July 1 of the same year, and September 1 of each year and any adjustments will become effective as of January 1, of the following year.

Once the Personnel Director receives the fully completed Job Analysis Questionnaire and confirms the details with the employee's supervisor, a meeting is arranged between the Union representative and the Personnel Director to discuss the job reclassification request.

The Personnel Director will review the Job Analysis Questionnaire and use a system for assigning points to each job factor within the job being analyzed. He/she will then report the findings of the Job Analysis Questionnaire and make his or her recommendation to the Chief Judge, who will either approve or deny the request and notify in writing, the Union Representative, Personnel Director, supervisor and employee within five (5) business days. The Chief Judge's decision is binding and final.

If the request is approved, it is placed on the Personnel Committee agenda for review.

## MISCELLANEOUS

**Section 17.0. Address Changes.** An employee shall notify the Employer in writing of any change in name, address, and telephone number promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name,

address, and telephone number as shown on his or her employment record for all purposes involving is or her employment under this Agreement.

**Section 17.1. Amendment of Agreement.** Upon mutual agreement, the Employer and the Union may amend, supplement, rescind, or otherwise alter this Agreement during its term. Any such change, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

**Section 17.2. Captions.** The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

**Section 17.3. 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 17.4. Mileage.** During the term of this Agreement, whenever an employee is required by the Employer to use his or her personal vehicle on Employer business, he/she shall be paid at the present published IRS rate. The employee shall provide any written documentation required by the Employer to verify mileage usage.

**Section 17.5. New Classifications.** Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate any changes which might be required.

**Section 17.6. Outside Employment.** No employee shall work at outside employment which will create a conflict of interest or in any way interfere with the effective discharge of the duties required to satisfactorily function in the position held with the Employer. Prior written application must be made to the Employer and approval of the Chief Judge must occur before any employee may engage in outside employment. The decision of the Chief Judge shall be final and binding upon the employee(s).

**Section 17.7. Record-Keeping.** Employees covered by this Agreement may periodically be required to record their time or other pertinent employment data and to submit such records to the Employer. The Employer reserves the right to require employees to use mechanical means, such as time clocks, for such record-keeping purposes.

**Section 17.8. Separability.** If any Section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remain-

der of this Agreement shall not be affected thereby. The parties shall meet upon request to negotiate a mutually satisfactory replacement for the Section declared to be invalid.

**Section 17.9. Tuition Reimbursement.** Upon approval of the Chief Judge, the Employer will reimburse fifty percent (50%) of the tuition expenses for employees with at least one (1) year of continuous service with the Employer for taking courses related to their employment, provided such courses are not otherwise funded by a Federal or State grant or program. All courses must be approved in writing by the Chief Judge as pertinent to and related to the employee's work. Reimbursement will be made upon proof of expenditures and certification that the course has been successfully completed. Approval of a particular course or the taking of a course by an employee shall not be automatic and such approval is a matter reserved solely to the discretion of the Chief Judge.

If tuition costs are reimbursed by the Employer, seventy-five percent (75%) of the amounts paid by the Employer shall be repaid by the employee if he or she leaves the employ of the Employer in twelve (12) months or less following completion of the course involved. The Employer shall be authorized to deduct such sums from any outstanding wages due to the employee involved.

**Section 17.10. Union Bulletin Board.** One (1) bulletin board will be installed by the Employer for the use of the Union at a location selected by the Employer.

The Union acknowledges its responsibility for the condition and appearance of the Union bulletin board. Notices to be posted on such bulletin board shall be restricted to notices of Union meetings, notices of elections, and notices of recreational and social affairs. Notices pertaining to matters not provided for above may be posted only after they have been approved by the Chief Judge. All notices posted on the Union bulletin board shall be signed by an authorized representative of the Union.

**Section 17.11. Witness Appearance.** Any employee covered by this Agreement who is required by subpoena to appear and testify on the Employer's behalf before a court of record or an administrative agency or in an identical proceeding which does not involve either the employee or the Employer as a party or as a member of a class, either directly or indirectly, will be excused for the necessary required time, provided the employee's appearance is the direct result of the performance of his or her duties for the Employer. Employees called as a witness in such proceedings shall be paid the difference, if any, between any witness fee compensation, excluding mileage, and their straight time regular rate of pay, exclusive of all premiums, for time lost from work. No payment for mileage or other expenses shall be required from the Employer. In order to receive witness appearance pay, an employee must: (1) Give the Employer advance notice of the time, date, and place he or she is required to report as a witness; (2) give satisfactory evidence that his or her appearance was required pursuant to a subpoena on the day he or she claims such pay; and (3) return to work promptly following being excused from giving testimony.

## SCOPE OF AGREEMENT

**Section 18.0. Waiver.** It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder, or otherwise.

It is the intent of the parties that this Agreement contain all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by 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.

## DURATION

**Section 19.0. Termination.** This Agreement shall become effective as of January 1, 2012, unless otherwise provided, and shall remain in force until 11:59 p.m., December 31, 2013, and thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) 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 a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by

agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Chief Judge of the Eighteenth Judicial Circuit Court at the Bay County Building, Bay City, Michigan. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Union's address at 667 East Big Beaver, Suite 205, Troy, Michigan, 48083-1413. The written notice referred to in this Section shall be considered timely served it if is postmarked on or before the sixtieth (60th) day prior to the expiration date of this Agreement.

IN WITNESS WHEREOF the parties hereunto set their hands and seals below.

**THE EIGHTEENTH JUDICIAL CIRCUIT COURT**

12-9-11
Chief Circuit Judge Date

12-12-11
Don Tilley, Date
Chairman of the Board

**GOVERNMENTAL EMPLOYEES LABOR COUNCIL**

Lloyd A. Whetstone 12-9-11
Lloyd Whetstone Date

Lori Fisher 12-9-11
Lori Fisher Date

Merry Lee 12-9-11
Merry Lee Date

Deborah Dwyer 12/9/11
Deborah Dwyer Date

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2013

## ATTACHMENT A

This shall be retroactive to January 1, 2004 if employed upon the date of ratification and the employee(s) meet the eligibility requirements in the contract.

## SECTION 13.0 VACATION

| YEARS | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20+ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| COURT PROPOSED | 80 | 88 | 96 | 108 | 120 | 128 | 144 | 152 | 160 | 168 | 176 | 176 | 176 | 176 | 200 | 200 | 200 | 200 | 200 | 200 |

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LETTER OF UNDERSTANDING

Between BAY COUNTY 18TH JUDICIAL CIRCUIT COURT and
GOVERNMENTAL EMPLOYEES LABOR COUNCIL

This LETTER OF UNDERSTANDING is entered into this 28th day of June, 2006, between the GOVERNMENTAL EMPLOYEES LABOR COUNCIL ("Union") and the BAY COUNTY 18TH JUDICIAL CIRCUIT COURT ("Employer").

The Union and the Employer agree to follow the rules put forth in the Fair Labor Standards Act as amended August 23, 2004, if there is any conflict between F.L.S.A. and this contract the F.L.S.A. Rules will supercede.

**18TH JUDICIAL CIRCUIT COURT**

Chief Circuit Judge

Chairman of the Board

**GOVERNMENTAL EMPLOYEES LABOR COUNCIL**

Lloyd Whetstone

Anne Studniarz

Laura Shelagowski

**APPROVED AS TO LEGAL FORM ONLY**

**MARTHA P. FITZHUGH**
**BAY COUNTY CORPORATION COUNSEL**
**DATE:** 7/19/06

# LETTER OF UNDERSTANDING

Between BAY COUNTY 18TH JUDICIAL CIRCUIT COURT and
THE UNITED STEELWORKERS OF AMERICA

This LETTER OF UNDERSTANDING is entered into this 30th day of NOV., 2000, between the UNITED STEELWORKERS OF AMERICA ("Union") and the BAY COUNTY 18TH JUDICIAL CIRCUIT COURT ("Employer").

The Union and Employer agree as follows:

1. LeAnn Lindenberg shall be removed from the bargaining unit effective upon ratification by the parties and approval by the Board of Commissioners and she shall be a supervisor.

2. That all other terms and conditions noted in this collective bargaining unit contract shall remain as is except as noted above.

**18TH JUDICIAL CIRCUIT COURT**

Chief Judge Lawrence Bielawski

**UNITED STEELWORKERS OF AMERICA**

Rebecca D. Hayes

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# LETTER OF UNDERSTANDING

Between BAY COUNTY 18TH JUDICIAL CIRCUIT COURT and
THE UNITED STEELWORKERS OF AMERICA

This LETTER OF UNDERSTANDING is entered into this 5th Day of June, 2001, between the UNITED STEELWORKERS OF AMERICA ("Union") and the BAY COUNTY 18TH JUDICIAL CIRCUIT COURT ("Employer").

The Union and Employer agree as follows:

A unit clarification within the Circuit Court Collective Bargaining Unit which resulted adding a new classification of Medical Support Enforcement Specialist position; with the following provisions:

1. Permanent full time position per grant's fiscal year of October 1 - September 30.
2. Position will not be considered a vacancy pursuant to Section 8.7.
3. Position will be at a pay grade of T-07.
4. Position will automatically terminate upon elimination of the grant funding.
5. Carrie Gonzales will be accreted into the bargaining unit as Medical Support Specialist.
6. Seniority date for Carrie Gonzales will be 11/15/00.

**18TH JUDICIAL CIRCUIT COURT**

Chief Judge Lawrence Bielawski

**UNITED STEELWORKERS OF AMERICA**

Rebecca A Hayes

Ira Cooper

Barbara Ann Clere

**Letter of Understanding**
**entered into between**
**Bay County 18th Judicial Circuit Court and**
**Governmental Employees Labor Council**

**WHEREAS**, the parties have entered into a collective bargaining contract which is due to expire on December 31, 2008; and

**WHEREAS**, the parties wish to enter into a Letter of Understanding regarding an attempt to convert sick time, personal time and vacation time to paid time off (hereinafter referred to as PTO);

**THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The parties agree to meet periodically, prior to the expiration of this contract on December 31, 2008, in order to attempt to reach a mutual agreement to convert sick, personal and vacation time to PTO. The parties agree to meet at the request of the employer at a date and time mutually agreeable to the parties to attempt to negotiate conversion to PTO.

2. It is agreed to by the parties that there shall be no requirement to reach an agreement on PTO, but it is the desire of both parties to attempt to do so. In the event that there is a failure to reach an agreement prior to the expiration of this contract on December 31, 2008, this Letter of Understanding shall be null and void.

3. Agreement subject to ratification by both parties.

**For the County of Bay:**

CHIEF CIRCUIT JUDGE

**For the Union:**

**APPROVED AS TO LEGAL FORM ONLY**

G:\policies\LOU re PTO.wpd

Martha P. Fitzhugh 7/19/06

**MARTHA P. FITZHUGH**

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