ORIGINAL FOR EXECUTION
JUNE 20, 2017

LABOR AGREEMENT

between

THE SEVENTY-FOURTH JUDICIAL DISTRICT COURT

and

THE MICHIGAN AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 25, AFL-CIO and its affiliated LOCAL NO. 933

Effective Date: January 1, 2017

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AGREEMENT

THIS AGREEMENT, executed this 27th day of June, 2017, by and between **THE SEVENTY-FOURTH JUDICIAL DISTRICT COURT**, hereafter referred to as the "Employer," and the **MICHIGAN AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 25, AFL-CIO**, and its affiliated Local Number 933, together hereafter 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 employees employed by the Employer who are included in the following bargaining unit:

> All full-time and regular part-time employees of the Seventy-Fourth Judicial District Court, BUT EXCLUDING Elected Officials, Magistrates, Probation Officers, temporary and seasonal employees, confidential employees, Court Recorders/Reporters, supervisors, and all other employees.

Section 1.1. Definitions. For all purposes under this Agreement, the following definitions shall be applicable:

(a) Full-Time Employee. A full-time employee is an individual occupying a classification covered by this Agreement who is included in the bargaining unit set forth in Section 1.0 and who is regularly scheduled to work forty (40) hours each workweek.

(b) Regular Part-Time Employee. A regular part-time employee is an individual occupying a classification covered by this Agreement who is included in the collective bargaining unit set forth in Section 1.0 and who is regularly scheduled to work at least twenty (20) hours each workweek but less than thirty (30) hours each workweek.

(c) Irregular and Temporary Employees. An irregular or temporary employee is an individual who is employed by the Employer on any other basis than that set forth in subsection (a) or (b) of this Section.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize not more than three (3) individuals to act as a Collective Bargaining Committee. Two (2) members of this Committee shall be employees covered by this Agreement with at least one (1) year seniority. The remaining member of the Union's Collective Bargaining Committee shall be a Staff Representative of Council 25. Members of the Collective

Bargaining Committee shall act in a representative capacity for the purpose of conducting collective bargaining negotiations with the Employer. 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.

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 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/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/her alternate to temporarily leave his/her assignment to process a grievance, he/she shall first request permission of his/her immediate supervisor. Upon entering any work area other than their own, the Unit Chairperson and, when appropriate, his/her alternate shall notify the immediate supervisor in that work area of his/her presence and purpose. In the event it is necessary for the Unit Chairperson to remain on his/her job after a request to handle a grievance is made, he/she shall be relieved to perform his/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 employee members of the Collective Bargaining Committee, the Unit Chairperson 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 for that purpose 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/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/her alternate abuses the privileges extended by this Section and the abuse is not corrected, the privileges 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 Agreement 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. All full-time and part-time employees in the bargaining unit may join the Union by paying dues/agency fee to the Union as requested to be paid by all members of the Union upon hire.

Section 3.1. In the event a bargaining unit member does not join or opts to not pay dues as required to be a good member in standing, he/she will be deemed not in good standing. Members in good standing are afforded all rights available to them under the Local, Council and International AFSCME Constitutions. Only members in good standing may attend and vote at any Union meeting. A member in good standing is a person who:

(a) Has signed and submitted an official AFSCME Payroll Authorization/Dues Deduction Form to the Union.
(b) Is not in arrears on payment of dues;
(c) Is eligible to attend any Union meeting;
(d) Is eligible to vote on motions/issues and contracts.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee in regard to such matters.

Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Section 3.2. Payroll Deduction of Union Dues. Every member in the bargaining unit and each employee newly hired into the bargaining unit will be informed of the dues paying option defined above and the Employer will further provide all current and future members appropriate forms setting forth the member's authorization of payroll deduction of dues. Copies of such forms will be forwarded to the Union. Upon said authorization, the Employer will deduct from the employee's earnings the dues and forward same to the Union on a monthly basis. The total amount of dues deducted from

an employee's earnings during a calendar year will be reported to the employee and the tax authorities on a W-2 form at year end.

Section 3.3. At the beginning of each fiscal year, the Employer will provide the Union with a listing of all bargaining unit member addresses and phone numbers currently on file with the Employer's Personnel Department.

Section 3.4. Should any bargaining unit member wish to withdraw or not join the union, they are to fill out a declination form and submit the form to the Union and the Employer for proper signatures, notice and filing.

Section 3.5. Indemnification. The Union will indemnify the Employer and hold it harmless against any loss or claims for damages resulting from the payment to the Union of any sums deducted under this Article.

Section 3.6. Savings Clause. In the event that any provision of this Article is found to be unlawful, it will not void any other provision of the Agreement, all of whose provisions will remain in full force and effect. The parties will agree on substitute language that will effectuate the purpose of the section to the fullest extent permitted by law. If the parties cannot agree on the appropriate language, the matter will be submitted to an arbitrator pursuant to the Grievance Procedure at the arbitrator step forthwith to render an expedited opinion on language.

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 the 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 except as specifically permitted by this Agreement. This Agreement shall always be construed in conformance with the Constitution, the laws of the State of Michigan, the rules and orders of the Supreme Court of the State of Michigan, and the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under applicable Michigan laws and the rules and orders of the Michigan Supreme Court or any other supervising or superior Court, or any other national, state, county, district, or local law or regulation as they pertain to the Court.

Section 4.1. Equal Employment Opportunities. Employer and Union agree they will comply with all Federal and State Civil Rights laws and regulations to insure equal employment opportunities for all employees.

Section 4.2. The Employer reserves the right to have employees continue to perform financial work for the Circuit Court and/or Probate Court which is the same type of work currently being performed for the District Court. This includes but is not limited to doing receipting, enforcement, verification/correction of data in any court system pertaining to receivables including but not limited to receipting, accounting, instituting payment plans, entry of payment plans into a system and enforcement.

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, reduce the grievance to writing setting forth the facts and specific provisions of this Agreement alleged to have been violated, sign the grievance and present the grievance to the Court Administrator. The Court Administrator shall meet with the Unit Chairperson and employee at a mutually agreeable date and time to discuss the grievance. 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 five (5) calendar days following the meeting with the Employer's representative at this Step.

(b) Step 2: Mediation. Failing to resolve the grievance in the first step, the Union or Employer may submit the matter to the Michigan Employment Relations Commission for mediation within five (5) working days of the receipt of the answer in Step 1. If either party is unsatisfied with the results from the mediation, within five (5) working days of the meeting with the Mediator, either party may submit the grievance to the next 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 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 1. 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 Union. The Employer's representative shall be the Chief Judge or his/her designee. The Union's representatives shall be the Unit Chairperson. 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 or his/her representative shall signify in writing the Employer's final response to the grievance.

Section 5.2. Expedited Disciplinary Grievances.

(a) Should a full-time seniority 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 or his/her designee. The Union's representative shall be the Unit Chairperson. Either party may have non-employee representatives present, if desired. The discharged or suspended individual may also be present if either party so desires. As soon as possible following the meeting, the Employer shall signify in writing, signed by the Chief Judge, its final response to the grievance. The Employer'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 a full-time seniority 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/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.

Section 5.8. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedures provided for in this contract. If any employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory scheme or administrative remedies, then the grievance shall be deemed to have been withdrawn

and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARBITRATION

Section 6.0. Arbitration Request. The Union may request arbitration of any unresolved arbitrable grievance by giving written notice to the Chief Judge of its intent to arbitrate within twenty (20) days following receipt of the Employer's disposition at Step 2. If the Employer fails to answer the grievance within the time limits set forth in Step 2, the Union, if it desires to seek arbitration, must notify the Chief Judge in writing no later than twenty (20) days following the date the Employer's Step 2 answer was due. If arbitration is not requested within these time limits, the matter shall be considered withdrawn by the Union.

Section 6.1. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties shall select by mutual agreement one (1) Arbitrator who shall decide the matter. If the parties are unable to agree upon an Arbitrator, the Arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. The remaining name shall serve as the Arbitrator, whose fees and expenses shall be shared equally by the parties to this Agreement. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.

Section 6.2. Arbitrator's Jurisdiction. The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or of any written amendments hereof or supplements hereto, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto, or to exercise any of their functions or responsibilities. Further, the Arbitrator shall have no jurisdiction whatsoever regarding the discipline, discharge, or termination of any employee covered by this Agreement. If the grievance concerns matters not so within the jurisdiction of the Arbitrator, it shall be returned to the parties without decision. The Arbitrator shall not be empowered to award back wages to any date prior to the date upon which a grievance was presented in writing to the Employer. In the case of an omission in computation resulting in a pay shortage of which the employee would not have been made aware before receiving his/her paycheck, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed before the employee receives his/her next paycheck.

Section 6.3. Arbitrator's Decision. The decision of the Arbitrator shall be final and binding on all parties, provided the Arbitrator's decision has been rendered in conformity with the jurisdiction granted to him by this Agreement.

DISCIPLINE

Section 7.0. 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 Seventy-Fourth Judicial District 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 just cause and the exclusive remedy for any such action shall be the Grievance Procedure as stated in Section 5.2(a).

Section 7.1. Leaving Premises Upon Discharge or Suspension. The discharged or suspended full-time seniority employee will be allowed to discuss the discharge or suspension with the Unit Chairperson and the Employer will make available an area where this may be done in private before the employee is required to leave the property of the Employer. Upon request, the Employer or a designated representative will discuss the discharge or suspension with the employee and the Unit Chairperson.

NO STRIKE - NO LOCKOUT

Section 8.0. 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 Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, 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 to 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 8.1. Penalty. Any employee who violates the provisions of Section 8.0 shall be subject to discipline by the Employer, up to and including discharge.

Section 8.2. 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 8.0 agrees not to lock out any employees covered by this Agreement.

SENIORITY

Section 9.0. Definition of Seniority. Seniority shall be defined as the length of an employee's full-time continuous service with the Seventy-Fourth Judicial District Court since the employee's last date of hire. For the first (1st) six (6) months of employment, employees shall have no seniority, after which time their seniority shall relate back to their last date of hire. An employee's "last date of hire" shall be the most recent date upon which he/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 and any definition of seniority is intended solely for purposes of computing an employee's length of service.

Section 9.1. Seniority and Benefit Accumulation. All full-time seniority employees covered by this Agreement shall continue to accumulate seniority for all purposes, including benefits, while on leaves of absence or layoffs of sixty (60) calendar days or less. Unless otherwise specifically stated to the contrary in another Section of this Agreement, employees shall not continue to accumulate seniority for any purpose, including benefits, on any leave of absence or layoff lasting in excess of sixty (60) calendar days. Upon return from a leave of absence or layoff lasting longer than sixty (60) 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, provided, however, the employee shall be given credit on his/her seniority and benefit eligibility dates for the first (1st) sixty (60) days of his/her absence.

Section 9.2. 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/she quits or retires;

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

(c) If he/she is absent from work for two (2) consecutive working days, unless an acceptable excuse is presented;

(d) If he/she fails for two (2) consecutive working days to notify the Employer that he/she will not be reporting for work, unless an acceptable excuse is presented;

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

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

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

(i) If he/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/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) If he/she has been on a leave of absence, including a sick or workers' compensation leave, for a period of six (6) months, provided, however, an employee who has five (5) or more years seniority at the time a sick leave commenced shall not lose his/her seniority until he/she has been on such a leave for a period of one (1) year and an employee who has five (5) or more years seniority at the time a workers' compensation leave commenced shall not lose his/her seniority until he/she has been on such a leave for a period of two (2) years.

(l) He/she is convicted or pleads guilty or no contest to a felony, or non-traffic misdemeanor which misdemeanor results in sentenced jail time. (Nothing herein shall preclude the Employer from taking appropriate disciplinary action for any criminal offenses.)

Section 9.3. Transfer to Non-bargaining Unit Position. If a full-time seniority employee covered by this Agreement is permanently transferred or promoted to a non-bargaining unit position with the Employer, he/she shall retain his/her seniority as of the date of the transfer or promotion and he/she shall, for a period of 60 calendar days continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he/she is in the non-bargaining unit position. During the first (1st) 60 calendar days immediately following an employee's transfer or promotion to a non-bargaining unit position, the Employer may demote the employee to his/her former classification or the employee may request in writing to be relieved of his/her new position and he/she shall then be returned to his/her former classification. The Employer reserves the right to determine all conditions of employment for non-bargaining 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/her seniority shall be reinstated upon the date of his/her return and he/she shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of two (2) years, his/her bargaining unit seniority shall be canceled and he/she shall no longer be permitted to return to the bargaining unit with seniority.

Section 9.4. 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 9.5. Promotional Advancements. Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who is best qualified for the position from either within or outside of the bargaining unit and the only limitation on this right is noted below.

Before filling such a vacancy, the Employer shall consider seniority, work experience, education, ability, qualifications, work record and prior work performance. For employees who have completed their probationary period, in the event of a tie in qualifications between applicants, a coin toss will determine the person to be selected.

A current employee who has completed their probationary period who is awarded another job shall be given up to a thirty (30) day trial period to demonstrate satisfactory performance. If such employee fails to satisfactorily perform the job as determined by the Employer during the trial period or the employee wishes to withdraw from said job within said period, he or she shall be returned to the previous position. If returned to the previous position, all appointments made as a result of the original job assignment shall be reversed. It shall be within the Chief Judge's discretion to return an employee to his/her former position during the trial period.

FURLOUGH, LAYOFF AND RECALL

Section 10.0. 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 (1st) employees to be laid off within the bargaining unit classifications affected shall be non-seniority employees. Thereafter, the first (1st) employees to be laid off and the affected classifications shall be part-time employees followed by the least senior full-time employees within the affected classification, 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 full-time seniority employee laid off from his/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 full-time seniority employee afforded this displacement right will be paid the salary rate for the

equal or lower-rated classification at the same progression Step he/she currently holds. Any full-time seniority 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 10.1. Notification of Layoff. Whenever possible, the Employer agrees to give seven (7) 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/her alternate. Whenever possible, the notification shall state the anticipated duration of the layoff.

Section 10.2. 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/her recall rights pursuant to Section 9.2.

Section 10.3. 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/her alternate. The notice shall set forth the date the recalled employee is expected to return to work.

Section 10.4. 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 employee regardless of the funding source for their position (e.g. grant). VTO will be offered to all 74th District Court employees, including, but not limited to: Court Administrator, Deputy Court Administrator, Magistrate, Court Recorders/Secretaries, Probation Officers and all AFSCME members.

(b) To maintain Court operations, designation of specific days for VTO will not occur. The scheduling of when actual VTO time will be taken is the responsibility of the employee and is 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 obligation to the public.

VTO will not affect seniority or benefit accumulation.

This section expires December 28, 2019

Section 10.5. 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 economic conditions apply and 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 District Court employees including, but not limited to: Court Administrator, Deputy Court Administrator, Magistrate, Court Recorders/Secretaries, Probation Officers and AFSCME 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.

(g) Any employee that takes an excess of 24 hours of VTO time, will reduce the number of furlough hours that are requested for the remaining employees.

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

This language is not precedence for this or any other AFSCME bargaining unit or circumstance, past, present, or future, similar or dissimilar; and may not be used by any party to prove or establish a past practice.

This section expires on December 28, 2019.

HOURS OF WORK

Section 11.0. 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) consecutive hours of work, exclusive of an unpaid one (1) hour lunch period.

Section 11.1. 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. In lieu of using the Layoff Procedure set forth in Section 10.0, the Employer specifically reserves the right to proportionally reduce the number of hours per workday or per workweek on a bargaining unit-wide basis if operating or economic conditions warrant.

Section 11.2. 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 11.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the employee's immediate supervisor.

Section 11.4. 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/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 (1) 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 11.5. 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 11.6. Lunch Period. All employees are expected to take a lunch break. Employees will not utilize or receive compensatory time when working during or through their lunch break unless requested by the Employer or so directed by the Employer. Employees will not be permitted to leave early or report to work late by working through the lunch period unless approved by the Employer.

Section 11.7. Rest Periods. Employees are allowed two (2) paid 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.

LEAVES OF ABSENCE

Section 12.0. Procedure for Requesting Leaves. Full-time 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/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/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.

Leave which is approved by the Chief Judge or his/her designee under Sections 12.0, 12.1 or 12.2 may be counted towards Family and Medical Leave Act leave as determined within the discretion of the Chief Judge.

Section 12.1. 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. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on a leave of absence shall result in immediate termination of employment.

Section 12.2. 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 12.3. Active Military Leave. The Employer shall comply with all mandatory Federal and State laws dealing with the re-employment rights of Veterans.

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

Section 12.4. Bereavement Leave of Absence.

(a) Upon request, a seniority employee will be granted a leave of absence, with pay, for up to three (3) days when he/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. The Chief Judge may authorize up to two additional days of paid or unpaid leave if extenuating circumstances, such as extensive travel, require the employee to be absent. The Chief Judge's decision in this matter is final and not subject to the grievance procedure. 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 seniority employee will be granted a leave of absence, with pay, for one (1) day when he/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
Niece and nephew

(c) Leaves granted under this Section shall commence on or following the date of death and end no later than the date of the funeral. An employee excused from work under this Section shall, after making written application, be paid the amount of wages he/she would have earned by working his/her straight time hours on such scheduled days of work for which he/she is excused. Payment shall be made at the employee's current rate of pay, not including premiums.

Section 12.5. Jury Duty. Any full-time seniority 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/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/her immediate supervisor advance notice of the time he/she is to report for jury duty; (2) give satisfactory evidence that he/she served as a juror at the summons of the Court on the day he/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/her workday. For each day that an employee serves as a juror when he/she otherwise would have worked, he/she shall be paid the difference between any jury duty compensation he/she receives and his/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.

Section 12.6. 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/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. 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 for sickness or injury 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/her duties in a normal fashion. If the employee's condition would interfere with the performance of his/her duties or might result in injury while working or might result in aggravating the condition, the Employer may refuse re-employment or may place reasonable conditions on re-employment. The Employer may require employees returning from any leave or from layoff status to see a physician designated by the Chief Judge.

Section 12.7. Paid Personal Days.

(a) All full-time employees covered by this Agreement shall be permitted three (3) personal days with pay each calendar year. For new or terminating employees, these paid personal days shall be prorated on the following basis if employed on the deadline date, i.e., March 31 or June 30:

(1) One (1) paid personal day for any time worked between January 1 and March 31;

(2) One (1) paid personal day for any time worked between April 1 and June 30;

(3) One (1) paid personal day for any time worked after June 30.

Paid personal days for terminating full-time employees with eight (8) or more years of credited seniority will not be prorated.

(b) Paid personal days will be assigned on a lump sum basis and available to the employee as of January 1 of each year or at time of hire. Any paid personal days used by terminating employees in excess of the prorating procedure set forth in subsection (a) of this Section shall be deducted from the employee's final payroll check.

(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 days shall be in only the increments specified in this subsection. No employee shall be permitted to divide a personal day into any increment less than two (2) hours.

(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/her responsibility to comply with the required procedures concerning prior notification of absence from work.

Commencing January 1, 1998, full-time employees shall receive four (4) additional hours of paid personal time per year.

Section 12.8. Paid Sick Leave.

(a) Sick leave for each full-time seniority employee shall be one (1) eight (8) hour day for each month of service. For the purpose of this Section, a month of service is completed when the full-time seniority employee has worked eleven (11) days in any one (1) month. Subject to subsection (c) of this Section, paid sick leave accumulation shall be limited to a maximum of ninety (90) days. Any employee who is on paid sick leave shall be entitled to all contractual benefits as if he/she were working.

(b) A non-seniority full-time employee may accrue sick leave during the first (1st) six months of employment but may not use such accumulated sick leave until he/she has completed six (6) months of employment.

(c) Effective with the execution of this Agreement, full-time employees covered by this Agreement who are included within the bargaining unit set forth in Section 1.0 shall have any sick days which they have accrued over ninety (90) frozen. These sick days may be used by the employee, but may not increase, until the maximum accumulation has dropped below ninety (90), then they shall once again be entitled to earn sick days up to the maximum accrual of ninety (90) days. If an employee should retire with an accumulation in excess of ninety (90), then he/she shall be entitled to a payment of up to one-half (½) of those days.

(d) Paid sick leave may be used when illness or disability prevent a full-time employee from working or for necessary absence from work for the purpose of keeping an appointment with a doctor. An employee may use up to ten (10) days of accumulated sick leave per year for serious illness in the immediate family, as follows: parent, child, stepchild, husband, wife or sibling. Such leave is subject to the same conditions as are set out for employees in this Section 12.8.

(e) Sick leave shall be taken in a unit of one (1) hour for the first hour and after the one (1) hour minimum, in fifteen (15) minute increments.

(f) Any employee who retires under the provisions of the Bay County retirement program and is immediately receiving retirement benefits, without a break in service, shall be paid one-half (1/2) of his/her accumulated sick leave, up to thirty (30) days, which shall be based upon his/her regular daily wage rate. The estate of any employee who dies while employed by the Employer shall, upon death of the employee, be paid for one-half (½) of his/her unused sick leave on record at the time of death.

(g) Any full-time employee who leaves the employ of the Employer having accumulated at least ten (10) years of service shall be paid one-half (½) of his/her accumulated sick leave at his/her prevailing hourly rate, not to exceed two thousand five hundred dollars ($2,500).

(h) In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he/she shall be granted one-half (½) of this excess sick leave accumulation to his/her vacation time available in the following year. For purposes of this computation, one-half (1/2) day of vacation time will be added for each full days of excess sick leave accumulation, i.e., ten (10) days = five (5) days' vacation; thirteen (13) days = six and one-half (6.5) days' vacation.

(i) Medical Exam. If, in the opinion of the Employer, a medical examination is needed to determine if an employee is able to continue his/her present assignment, it may be so directed; in which case the Employer will bear the costs of that medical examination if not covered by the employee's health insurance. If the employee does not satisfactorily meet the medical requirements for his/her position, he/she may be reassigned to an available open position which he/she can perform or be terminated.

(j) Illness Verification. If there is cause to doubt the illness of an employee, the Chief Judge or his/her designee may require a doctor's examination and statement verifying the illness and/or may require the employee to submit to a medical examination by a doctor selected by the Employer. In the event the employee is claiming stress or other psychological condition as an illness, the chief judge or designee may require the employee to submit to a psychological examination to be made by a licensed practitioner selected by the Employer.

(k) Medical Exam Prior to Return. An employee may be required to submit to a medical exam, at the Employer's direction, before an employee is permitted to return to work from a leave of absence.

(l) Sick Leave Abuse. Employees shall not abuse sick time. Section 12.8,

subsections (i), (j), (k) and (l) apply in full force to section 15.1, Sick and Accident Insurance.

Section 12.9. Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act ("FMLA") and that any contrary provision contained in this contract is superseded by the FMLA.

Section 12.10. Pregnancy Leave. Leave of absence for disability due to pregnancy shall be treated the same as any other sick leave.

Section 12.11. Reserve Training Leave. A full-time seniority 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 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/she was excused, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. 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/her immediate supervisor and the Chief Judge a copy of his/her order to report for reserve training prior to such leave being granted.

HOLIDAYS

Section 13.0. 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 either his/her scheduled hours on the Employer's last scheduled day before or his/her scheduled hours the first scheduled 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;

(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 13.1. 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 Years' Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day
December 24
Christmas Day
December 31

Section 13.2. Holiday Celebration. If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. However, if the holiday falls on 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 14.0. Vacation Benefit. On January 1 of each year, all full-time employees covered by this Agreement will be entitled to vacation with pay in accordance with the schedule set forth below provided they have worked the qualifying number of hours required in Section 14.1.

The Maximum Hours of Pay and Maximum Work Days Off that employees will be entitled to will be based on the seniority that will be acquired by employees during the calendar year beginning on January 1 of each year.

Seniority Required	Maximum Hours Pay Accrued Annually	Maximum Work Days Off Accrued Annually
One year	96	12
Two years	104	13
Three years	112	14
Four years	120	15
Five years	128	16
Six years	136	17
Seven years	144	18
Eight years	152	19
Nine years	160	20
Ten years	168	21
Eleven to Fifteen years	176	22
Fifteen to Twenty years	184	23
Over Twenty years	192	24

Section 14.1. 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 January 1 a total of at least 1,440 straight time hours. Should an employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he/she shall receive a percentage of his/her vacation pay on the basis that the relationship his/her straight time hours actually worked bears to 1,440, provided he/she works a minimum of 288 hours in the preceding year.

Section 14.2. New Hires. Newly hired employees in order to be eligible for vacation benefits during the calendar year following January 1, must have actually worked at least 288 hours in the calendar year immediately preceding the January 1 date. If the employee does meet the 288 hour requirement, then he or she will be eligible for vacation benefits under this section on a pro rata or full benefit basis as determined by the ratio of number of straight time hours the employee actually worked bears to 1,440. The calculations for hours actually worked will be from the last date of hire to January 1. This section will not apply to subsequent years of employment with the Employer.

Section 14.3. Vacation Scheduling.

(a) Eligible employees may schedule time off for their vacation during the twelve (12) months following the January 1 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.

(b) 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) day 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. However, employees may request vacation time off with less than three (3) days' notice recognizing that the granting of such time off will be subject to the work load requirements and only with the approval of the Employer. If an employee does not submit a vacation request, the Employer may assign a vacation time for the employee.

(c) In case of conflict between employees who have properly submitted their applications for vacation leave, the employee with greatest seniority will be given preference except as noted below. Vacation leave shall be considered mandatory, except in unusual circumstances. Seniority shall not be used for vacation requests before or after a holiday but vacation requests shall be granted or denied within the discretion of the Employer.

(d) In the proper circumstances, an employee may be permitted to work during his/her vacation if permission is granted by the Employer.

(e) A maximum of fifteen (15) days' time may be carried over into the next calendar year, but such carry over time may not be added to or accumulated from year-to-year. At any point, accumulated and accrued vacation benefits, including carried over vacation time, shall not exceed thirty-nine (39) days. Any excess accumulation or accrual shall be forfeited.

(f) Employees may take up to 20 hours of vacation leave in one hour increments in a calendar year. All employees must take a minimum of five consecutive working days' vacation leave each year. The five days shall consist of vacation days only and shall not include holidays, sick leave, paid personal days, compensatory time off, or any other paid time off. Remaining vacation time may be taken in four hour increments.

(g) All requests for vacation leave are subject to the scheduling requirements as provided in this Section 14.3.

Section 14.4. 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 14.5. Benefit on Termination. On termination of employment, a full-time 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/her termination unless the employee has completed five (5) or more years of service with the Employer and his/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 case exceed thirty (30) days.

INSURANCE

Section 15.0. Medical/Hospitalization Insurance.

(a) The COUNTY will provide the following options for medical/hospitalization coverage:

- Blue Cross Blue Shield of Michigan (BCBSM) Preferred Provider Organization (PPO) with dental, vision and orthodontic riders

The Employer may use or substitute other health insurance companies which provide comparable coverage for any or all of the health insurance component coverage (medical, prescriptions, dental, vision).

The Employer will notify the Union immediately of any change or proposed change in health insurance carriers or covered benefit levels.

(b) Payment in Lieu of Health Insurance Coverage. Any active unit member who is eligible, but chooses not to participate in the medical/hospitalization insurance package, who has health insurance coverage from another source and who signs a waiver from the Employer, shall be paid an annual amount of One Thousand Eight Hundred and No/100 ($1,800) Dollars. The annual payment will be paid in equal amounts over twenty-six (26) pay dates in a calendar year. An employee who elects Payment in Lieu of Health Insurance Coverage after January 1 of any year, shall be paid a pro-rata amount of the $1,800 in the same manner as described in the previous sentence with the amount calculated based on the number of full months remaining in the calendar year after the date of the election (example: employee hired June 15, will be entitled to $900 for that year effective July 1). An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director and approval by same. Said employee shall be entitled to a pro-rata payment in lieu of health insurance to the date the employee becomes covered by the Employer's medical/hospitalization plan calculated in the same manner as described above for new hires.

(c) Any employee who elects Payment in Lieu of Health Insurance Coverage may elect at the same time to be enrolled in dental and/or vision coverage. The amount the employee will receive for Payment in Lieu of Health Insurance will be determined by deducting the cost of the dental and/or vision coverage from $1,800 (example: On January 1 employee elects family dental coverage for which the annual cost is $1,200, the employee will be paid $600 cash in lieu of health coverage). For elections made after January 1 of any year, both the Payment in Lieu of Health Insurance and the cost of the dental and/or vision coverage shall be prorated.

(d) With respect to couples who both currently work for Bay County in which one receives the Payment in Lieu of the Health Insurance Coverage ("Payment") and the other receives Health Insurance Coverage from the County, this Payment provision shall sunset with the expiration of this collective bargaining agreement: December 31, 2019.

(e) Only those couples described in (d) above who received this Payment in 2016 shall be eligible to continue to receive it during the course of this collective bargaining agreement.

(f) The provisions of (d) and (e) above do not apply to any other employees receiving this Payment.

(g) 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, 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.

(h) Retirees. Effective upon execution of this agreement by the parties in 2003, retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO health plan without dental and vision; retirees who are eligible for Medicare shall select only the Blue Cross Blue Shield CMM 100 health plan; retirees' contributions toward the cost of health insurance shall be calculated using the same formula as that used for employees, as described in Section III above.

The County shall provide paid health care benefits for the retiree's current spouse (at time of employee's retirement) in an amount equal to 50% of the difference between the premium required to purchase employee/one dependent coverage and the premium for employee only coverage. Retirees can elect to cover eligible dependent children with the cost to cover eligible dependent children to be paid 100% by the retiree.

Health care benefits for an eligible spouse shall be paid for, under the terms provided in the preceding paragraph for as long as retirement benefits are being paid to the retiree or in the event of the retiree's death, the spouse remains eligible for health care benefits for as long as he/she receives a Bay County pension as a beneficiary.

Effective for employees hired on or after January 1, 2007, the employer paid portion of retiree and retiree spouse health insurance will be in accordance with the following schedule:

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%
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%
*FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007 except as provided for in E, below.		

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. However, if the retiree's health insurance through another Employer ceases or if covered by his/her spouse's health insurance and the benefits cease or are not comparable with the Bay County Health Insurance Plan the retiree and his/her spouse shall have the right to revert to the County of Bay Health Insurance Plan during any annual open enrollment period or by submitting a completed enrollment forms within thirty (30) days of the occurrence. In the event of the death of the retiree, the deceased retiree's spouse who was otherwise previously qualified shall have the right to revert to the County of Bay Health Insurance Plan provided he/she continues to receive a Bay County pension as beneficiary of the deceased retiree.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The

retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare Parts A and B or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverage or benefits referred to are changed, the replacement programs shall apply to the above replacements.

Eligible Retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

(i) Health Care – Employees Hired After January 1, 2012 Only. 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 shall not be eligible for County-provided health care in retirement.

(j) 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 $1,000 and injectable)	$100 minimum, $200 Maximum Plus relinquishment of any coupons issued.

(k) 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.

2017: In the event that the rate of increase of the cost of the prescription drug plan for 2017 is less than one half of the EHiM projected increase for 2017, which is projected to be a 5.0% increase, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2018. Therefore, if the increase is below 2.5% above the previous year, a payout will occur. Such payout will be into the regular payroll check.

2018: In the event that the rate of increase of the cost of the prescription drug plan for 2018 is less than one half of the EHiM projected increase for 2018, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2019. Such payout will be into the regular payroll check.

2019: In the event that the rate of increase of the cost of the prescription drug plan for 2019 is less than one half of the EHiM projected increase for 2019, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2020. Such payout will be into the regular payroll check.

Section 15.1. Sickness and Accident Insurance.

(a) The Employer will provide "Sickness and Accident" insurance or self-insurance for employees covered by this Agreement. Effective January 1, 1997, employees hired on or after January 1, 1997 shall become eligible for sickness and accident coverage after 365 calendar days from the date of hire. Said insurance payments may become operative on the thirty-first (31st) calendar day after occurrence of verified disability and will provide payment of seventy-five percent (75%) of the employee's regular base rate of pay to a maximum of three hundred dollars ($300) weekly for a period not to exceed fifty-two (52) weeks for any one disability. Employees hired prior to January 1, 1997 become eligible for sickness and accident insurance from date of hire after the 31 day waiting period.

Effective January 1, 1997, the maximum benefit shall be three hundred fifteen dollars ($315) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective January 1, 1998, the maximum benefit shall be three hundred twenty-five dollars ($325) weekly for a period not to exceed fifty-two (52) weeks for any

one disability.

Effective January 1, 1999, the maximum benefit shall be three hundred thirty-five dollars ($335) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective January 1, 2007, the maximum benefit shall be three hundred eighty five dollars ($385) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Effective January 1, 2017, the maximum benefits shall be four hundred ten dollars ($410) weekly for a period not to exceed fifty-two (52) weeks for any one disability.

Section 15.2. 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 fifty thousand dollars ($50,000) 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 15.3. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 15.0 and 15.1, 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 15.4. 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.

Section 15.5. Continuation of Benefits. The continuation on the part of the Employer of any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated shall be identical to the terms and conditions governing such continued payments or contributions as may be established from time-to-time by the Bay County Board of Commissioners under its jurisdiction and control pursuant to any labor agreement with the United Steelworkers and its Local No. 15157.

PENSION

Section 16.0. 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.

Effective January 1, 2007, for members of this unit, the Bay County Employees' Retirement System ordinance will provide for a benefit formula based upon a multiplier of two and one-half percent (2.5%) of a member's average annual income based upon the best consecutive five (5) earning years times (x) the number of years of credited service. Effective pay period ending January 7, 2007, employees shall have deducted from their payroll checks, on a pre-tax basis, two percent (2.0%) of their gross compensation. This deduction will be deposited with the Bay County Employees' Retirement System.

Employees shall have a vesting requirement of eight (8) years. Employees, hired after January 1, 2007, shall have a vesting requirement of ten (10) years. Employees shall work a minimum of eight-hundred (800) hours in a year for the year to be included in the Retirement System. Employees hired after January 1, 2007, shall work a minimum of one-thousand (1,000) hours in a year for the year to be included in the Retirement System.

Effective January 1, 2012, for members of this unit hired on or after January 1, 2012, said Ordinance will provide for a benefit formula based on 1.6% percent of the employees' average annual income based on his or her best five years earnings times the number of years and who have attained 62 years of age.

For members of this unit said ordinance provides for full retirement for members who have thirty (30) years of credited service and who have obtained fifty-five (55) years of age, except that, for those employees hired on or after January 1, 2012, they may retire after completing the 10-year vesting period and upon reach age 62. Retirement for those employees shall also be capped at 75% of the average of the employee's five best years, but is only achieved through years of service times the 1.6 multiplier.

COMPENSATION

Section 17.0. Classifications.

Effective January 1, 2004, the classifications of T-05 and T-09 are eliminated. Employees currently working in the T-05 classification will move to the step in the T-06 classification which results in a pay increase upon ratification of the contract by the parties.

During the term of this Agreement, the classifications listed below shall, for purposes of the wage rates established in Section 17.1 be placed in the Employer's pay grade plan as follows:

Pay Grade	Classifications
T-06	Accounting Clerk I
	Assignment Clerk
	Deputy Court Clerk General I
T-07	Deputy Court Clerk General II
	Deputy Court Clerk II
T-08	Clerk III

Section 17.1. Wage Rates for December 26, 2016 through December 31, 2019 (5% - 0% -0%).

Pay Grade	Start Hire	Step 1 6 Mo.	Step 2 1 Year	Step 3 2 Year
TD06	$13.65	$14.61	$15.63	$16.62
TD07	$15.28	$16.43	$17.56	$18.64
TD08	$17.07	$18.38	$19.66	$20.92

Employees on the rolls effective January 1, 2017, shall be paid a lump sum equivalent to 1% of their 2016 gross wages. Such payment will be made in the first quarter of 2017.

Employees on the rolls effective January 1, 2018, shall be paid a lump sum equivalent to 1% of their 2017 gross wages. Such payment will be made in the first quarter of 2018.

Employees on the rolls effective January 1, 2019, shall be paid a lump sum equivalent to 1% of their 2018 gross wages. Such payment will be made in the first quarter of 2019.

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 17.2. Advancement Within Pay Grades.

(a) Each new full-time employee covered by this Agreement shall initially be paid at the "Start" rate applicable to his/her classification. Upon completion of six (6) months employment, he/she shall advance to "Step 1" of his/her pay grade. All subsequent Steps shall be placed into effect after completion of one (1) year of full-time equivalent service, calculated in accordance with Section 9.1.

(b) Full-time employees who are awarded a position pursuant to Section 9.5

with a higher-rated maximum pay rate than their current classification shall initially be placed at the earliest Step in the pay grade for the new classification which will result in an increase in pay. Any further advancement within an employee's pay grade will be governed by the provisions of subsection (a) of this Section. The "anniversary date of hire" for such employees shall be the date of their initial entry into the new classification, unless adjusted in accordance with Section 9.1.

(c) The Chief Judge, in his/her sole discretion, may determine to hire new full-time employees at "Step 1" of the pay grade applicable to the new employee's classification when warranted by education, training, or prior experience. Such employees shall advance to "Step 2" of their pay grade upon completion of six (6) months employment. All subsequent Steps shall be placed into effect after completion of one (1) year equivalent service, calculated in accordance with Section 9.1.

(d) Employer shall have the right to evaluate employees and should an employee receive an unsatisfactory evaluation at the time of an incremental pay increase, that pay increase will not be granted. The Employer will reevaluate the employee each 30 days thereafter and the pay increase will be granted when the employee receives an evaluation above that of unsatisfactory or after an additional six (6) months has elapsed, whichever is sooner. If the Employer fails to reevaluate the employee within the 30 day period, the incremental pay increase will start on the 31st day following the last unsatisfactory evaluation.

Section 17.3. Temporary Assignments.

(a) Employees who are temporarily assigned to a higher-rated classification for a period in excess of eight (8) consecutive hours shall be paid at the earliest hourly Step for the higher-rated classification which will result in an increase in pay. Employees who are temporarily assigned to a lower-rated classification will continue to be paid at the rate of their own classification. This Section shall not apply to employees classified as either Deputy Court Clerk General I or Deputy Court Clerk General II.

(b) Employees who substitute for a Court Reporter and who have the required certification from the State Court Administrative Office will be compensated at the step 1 rate or the next step that gives the employee a pay increase of at least 35¢ per hour the PDCR Court Reporters pay scale for all hours worked provided the employee works a minimum of one hour in the Court Reporters classification.

MISCELLANEOUS

Section 18.0. 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/her employment record for all purposes involving his/her employment under this Agreement.

Section 18.1. 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 18.2. 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 18.3. Designees for Representatives. Whenever in this Agreement an Employer or Union Representative is alluded to by title, it is understood by the parties that said representatives may, when not available, specify a designee.

Section 18.4. Gender. The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 18.5. Mileage. During the term of this Agreement, whenever an employee is required by the Employer to use his/her personal vehicle on the Employer's business, he/she shall be accorded reasonable mileage expenses at a rate not less than the maximum amount permitted by the United States Internal Revenue Service to be excluded from ordinary income without documentation.

Section 18.6. 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 18.7. 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 notice shall be provided to the Chief Judge before an employee engages in

supplemental outside employment.

Section 18.8. Part-time Employees.

(a) Part-time employees included within the bargaining unit set forth in Section 1.0 shall initially be paid at the "Start" rate applicable to his/her classification. Upon completion of the equivalent of six (6) months full-time service, he/she shall advance to "Step 1" of his/her pay grade. Upon completion of one (1) year of full-time equivalent service at each Step, calculated in accordance with Section 9.1, the part-time employee shall advance to the next Step, if any, of his/her pay grade.

(b) Part-time employees who are awarded a position pursuant to Section 9.5 with a higher-rated maximum pay rate than their current classification shall initially be placed at the earliest Step in the pay grade for the new classification which will result in an increase in pay. Any further advancement within a part-time employee's pay grade will be governed by the provisions of subsection (a) of this Section. The "anniversary date of hire" for such employees shall be the date of their initial entry into the new classification, unless adjusted in accordance with Section 9.1.

(c) The Chief Judge, in his/her sole discretion, may determine to hire new part-time employees at "Step 1" of the pay grade applicable to the new employee's classification when warranted by education, training, or prior experience. Such employees shall advance to "Step 2" of their pay grade upon completion of the equivalent of six (6) months of full-time 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 9.1.

(d) Part-time employees shall not accrue any seniority for any purpose under this Agreement except for determining eligibility for pay increases under subsections (a), (b) and (c) of this Section.

(e) Part-time employees shall not be entitled to any fringe benefits whatsoever under this Agreement except those expressly mandated by State or federal law.

Section 18.9. Emergency Manager Provision. In accordance with the provisions of Public Employment Relations Act (Act 336 of 1947, §423.215 (7)), the parties recognize that such Act provides for an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575 and that Provisions required

by this subsection are prohibited subjects of bargaining under this act.

Section 18.10. 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 18.11. Reporting Requirements. Employees are required to provide notice of absence from work as far in advance as possible, usually no later than thirty (30) minutes after the start of their shift to his/her immediate supervisor or, in the absence of the supervisor, the supervisor's designee. In those instances where the employee is aware his/her absence will be for a period longer than one (1) day, the employee shall notify the Employer of the number of days he/she will be absent from work and his/her return to work date.

Section 18.12. Severability. 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 remainder of this Agreement shall not be affected thereby.

Section 18.13. Tuition Reimbursement. Upon approval of the Chief Judge, the Employer will reimburse 100% 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 and there are funds available in the Employer's budget. 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 amount paid by the Employer shall be repaid by the employee if he or she leaves the employ of the Employer within twelve (12) months following completion of the course involved. The Employer shall be authorized to deduct such sums from any outstanding wages due to the employee involved.

Tuition reimbursement shall not be considered as a grievable item under the terms and provisions of this Agreement.

Section 18.14. Union Bulletin Boards.

(a) The Employer will provide a total of two (2) bulletin boards at its various

work locations which may be used by the Union for posting notices of the following types:

(1) Notices of Union recreational and social events;

(2) Notices of Union elections;

(3) Notices of results of Union elections;

(4) Notices of Union meetings;

(5) Notices pertinent to the administration of the Union.
All such notices are to be signed by the Unit Chairperson.

(b) Although the Union may use these bulletin boards, no material detrimental to the Employer/Union relationship will be permitted. There shall be no distribution or posting by employees represented by the Union or its representatives of advertising or political matter upon the Employer's premises.

Section 18.15. 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 involved 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/her duties for the Employer.

(a) 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.

(b) In order to receive witness appearance pay, an employee must:

(1) Give the Employer advance notice of the time, date, and place he/she is required to report as a witness;

(2) Give satisfactory evidence that his/her appearance was required pursuant to a subpoena on the date he/she claims such pay; and

(3) Return to work promptly following being excused from giving testimony.

SCOPE OF AGREEMENT

Section 19.0. Past Practices. This document constitutes the entire Agreement between the parties and no verbal statement will supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationship existing by past practices, including any and all individual contracts of employment whether written or oral in nature.

Section 19.1. 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 henceforth 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 specific and express intention of the 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.

CONTRACT RE-OPENER

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

DURATION

Section 20.0. Termination. This Agreement constitutes the entire collection of negotiated articles on all subjects. This Agreement shall become effective on January 1, 2017 and shall terminate on December 31, 2019.

THE SEVENTY-FOURTH JUDICIAL DISTRICT COURT

Hon. Dawn A. Klida, Chief Judge

THE MICHIGAN AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 25, AFL-CIO and its affiliated LOCAL UNION NO. 933

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