

**ORIGINAL FOR EXECUTION  
OCTOBER 21, 2025**

**AGREEMENT**

**Between**

**THE EIGHTEENTH JUDICIAL CIRCUIT COURT**

**and**

**GOVERNMENTAL EMPLOYEES LABOR COUNCIL**

**Effective: January 1, 2026 – December 31, 2029**

## TABLE OF CONTENTS

<u>Caption</u>	<u>Page</u>
Agreement	1
Recognition	1
Section 1.0    Collective Bargaining Unit	1
Representation	1
Section 2.0    Collective Bargaining Committee	1
Section 2.1    Unit Chairperson	2
Section 2.2    Identification of Union Representatives	3
Union Security	3
Section 3.0    Agency Shop	3
Section 3.1    Union Membership	3
Section 3.2    Payroll Deduction for Union Dues or Service Fees	3
Section 3.3    Hold Harmless	5
Section 3.4    Emergency Manager Provision	5
Management Rights	5
Section 4.0    Rights	5
Grievance Procedure	6
Section 5.0    Definition of Grievance	6
Section 5.1    Grievance Procedure	6
Section 5.2    Expedited Disciplinary Grievances	7
Section 5.3    Time Limitations	7
Section 5.4    Time Computation	8
Section 5.5    Grievance Settlements	8
Section 5.6    Grievance Form	8
Section 5.7    Lost Time	8
Discipline	8
Section 6.0    Discipline	8
No Strike - No Lockout	9
Section 7.0    No Strike Pledge	9
Section 7.1    Penalty	9

Section 7.2	No Lockout	9
Seniority		9
Section 8.0	Definition of Seniority	9
Section 8.1	Probationary Period	9
Section 8.2	Seniority and Benefit Accumulation	10
Section 8.3	Loss of Seniority	10
Section 8.4	Transfer to Non-bargaining Unit Position	11
Section 8.5	Seniority List	12
Section 8.6	Super-Seniority	12
Section 8.7	Promotional Advancements	12
Layoff and Recall		14
Section 9.0	Layoff Procedure	14
Section 9.1	Notification of Layoff	14
Section 9.2	Recall	14
Section 9.3	Notification of Recall	15
Hours of Work		15
Section 10.0	Normal Workweek and Workday	15
Section 10.1	Workweek and Workday Definitions	15
Section 10.2	Scheduling	15
Section 10.3	Overtime	15
Section 10.4	Premium Pay	16
Section 10.5	No Duplication or Pyramiding of Premium Rates	16
Section 10.6	Lunch Period	17
Section 10.7	Rest Periods	17
Section 10.8	Excess/Exchange Time	17
Leaves of Absence		18
Section 11.0	Procedure for Requesting Leaves	18
Section 11.1	Purpose of Leaves	18
Section 11.2	Early Returns from Leave	18
Section 11.3	Active Military Leave	18
Section 11.4	Bereavement Leave of Absence	18
Section 11.5	Jury Duty	20
Section 11.6	Maternity Leave	20
Section 11.7	Medical Certificates and Examinations	20
Section 11.8	Personal Days	21
Section 11.9	Personal Leave	22

Section 11.10	Sick Time Benefits	22
Section 11.11	Unpaid Leave	23
Section 11.12	Reserve Training Leave	23
Section 11.13	Union Business Leave	23
Section 11.14	Family and Medical Leave Act	24
Holidays		24
Section 12.0	Holiday Eligibility	24
Section 12.1	Holiday Pay	24
Section 12.2	Holiday Celebration	25
Vacations		25
Section 13.0	Vacation Benefit	25
Section 13.1	New Hires	25
Section 13.2	Vacation Scheduling	26
Section 13.3	Vacation Basis	26
Section 13.4	Benefit on Termination	26
Section 13.5	Use of Leave Time in One-Quarter Hour or More Increments	26
Section 13.6	Use of Vacation Time at the End of the Year	26
Insurance		27
Section 14.0	Hospitalization Insurance Options	27
Section 14.1	Retiree Health Care/Tiered Plan for Payment of Retiree Health Insurance	32
Section 14.2	Sickness and Accident Insurance	32
Section 14.3	Term Life Insurance	34
Section 14.4	Selection of Insurance Carriers	34
Section 14.5	Provisions of Insurance and Pension Plans	34
Pension		35
Section 15.0	Retirement Plan	35
Section 15.1	Schedule for Retiree Health Insurance for Employees	35
Compensation		35
Section 16.0	Classifications	35
Section 16.1	Wage Rates	36
Section 16.2	Advancement Within Pay Grades	37
Section 16.3	Temporary Assignments	38
Section 16.4	Reclassification Procedure	38

Miscellaneous	39
Section 17.0 Address Changes	39
Section 17.1 Amendment of Agreement	39
Section 17.2 Captions	39
Section 17.3 Gender	39
Section 17.4 Mileage	39
Section 17.5 New Classifications	39
Section 17.6 Outside Employment	39
Section 17.7 Record-Keeping	40
Section 17.8 Separability	40
Section 17.9 Tuition Reimbursement	40
Section 17.10 Union Bulletin Board	40
Section 17.11 Witness Appearance	41
Section 17.12 Emergency Conditions	41
Budget Allowance and Food	41
Section 18.0 Budget	41
Scope of Agreement	41
Section 19.0 Waiver	41
Duration	42
Section 19.0 Termination	42
Signature Page	43
Vacation Chart Attachment A	44
Letter of Understanding Remote Work	45

## **AGREEMENT**

**THIS AGREEMENT**, executed this 1<sup>st</sup> day of January, 2026, by and between **THE EIGHTEENTH JUDICIAL CIRCUIT COURT** (hereinafter referred to as the "Employer") and the **GOVERNMENTAL EMPLOYEES LABOR COUNCIL** (hereinafter referred to as the "Union").

### **RECOGNITION**

**Section 1.0. Collective Bargaining Unit.** The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all Circuit Court employees included in the following bargaining unit:

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

Support Analyst, Deputy Court Clerk, Office Support Specialist Deputy Court Clerk II, Account/Case Specialist, Senior Administrative Assistant/Electronic Recorder, Support Modification Specialist, Interstate Enforcement Case Manager, Enforcement Specialist, Senior Enforcement Case Manager, Senior Financial Case Manager, Child Support Systems Manager. EXCLUDING Circuit Court Judges, Friend of the Court, Court Administrator, Deputy Court Administrator, Administrative Assistant and all other supervisors, including the Attorney-Assistant Friend of the Court and Assistant Friend of the Court-Office Manager; all professional employees, including but not limited to Family Evaluators, Friend of the Court Hearing Officer, Law Clerk/Bailiffs, all Judicial Secretary/Court Recorders, the part-time Jury Clerk, confidential, temporary, and seasonal employees, and all other employees.

### **REPRESENTATION**

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

straight time rate of pay for all time actually lost from work during collective bargaining negotiations with the Employer and for time actually lost from work during meetings with the Employer at Step 4 of the Grievance Procedure.

**Section 2.1. Unit Chairperson.**

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

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

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

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

**Section 2.2. Identification of Union Representatives.** The Union will furnish the Employer in writing with the names of all officials of the Union responsible for administering this 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. Agency Shop.** All employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty (30) days after the execution of this Agreement or thirty (30) days following the beginning of their employment, whichever is later, may become members of the Union.

**Section 3.1. Union Membership.** Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally in the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

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

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

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

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

(d) A properly executed copy of the written authorization form for each employee for whom Union periodic membership dues and initiation fees or the service fee equivalent to the periodic monthly dues uniformly required of all Union members are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made.

Deductions shall be made thereafter only under the written authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.

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

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

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

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

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

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

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

service fees pursuant to Section 3.2 or by reason of action taken by the Employer pursuant to Section 3.0.

**Section 3.4. 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.

### **MANAGEMENT RIGHTS**

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

or superior Court, or any other national, state, county, district, or local law or regulation as they pertain to the Court.

### **GRIEVANCE PROCEDURE**

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

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

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

Administrator's Office/Court Clerks:                      Court Administrator

Friend of the Court's Office:                                  Friend of the Court

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

(c) Step 3. If a grievance has not been resolved by the foregoing procedures, it may be appealed to this Step by delivering to the Chief Judge, and a copy to the immediate supervisor, a written request for a meeting concerning the grievance within five (5) calendar days following receipt by the Unit Chairperson, or the employee involved, of the Employer's written answer in Step 2. Within ten (10) calendar days after the grievance has been appealed to this Step, a meeting shall be held between representatives of the Employer and the Union. The Employer's representative shall be the Chief Judge. The Union's representatives shall be the Bargaining Committee. Either party may have non-employee representatives present if desired. If the meeting cannot be held within the ten (10) calendar day period, it shall be scheduled for a date mutually convenient to the parties. At the conclusion of the conference, the Chief Judge shall signify in writing the Employer's final response to the grievance. The Chief Judge's answer shall be final and binding upon all parties concerned and there shall be no further appeal, in any forum, by the Union or employee(s) involved.

**Section 5.2. Expedited Disciplinary Grievances.**

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

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

**Section 5.3. Time Limitations.** The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time, or fails to advance it to the next Step in a timely manner, it shall be considered resolved on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step. The time limits established in the

Grievance Procedure may be extended by mutual agreement provided the extension request is reduced to writing and the period of the extension is specified.

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

**Section 5.5. Grievance Settlements.** With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on, or attached to, each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

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

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

#### **DISCIPLINE**

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

#### **NO STRIKE - NO LOCKOUT**

**Section 7.0. No Strike Pledge.** The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this 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 for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's building or premises or at any other location where employees covered by this Agreement are expected to work.

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

**Section 7.2. No Lockout.** During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 7.0, agrees not to lock out any employees covered by this Agreement.

## **SENIORITY**

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

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

(10) working days, his or her probationary period shall be extended by a period equal to the duration of such absence. The Union may represent probationary employees for matters other than discipline or discharge.

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

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

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

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

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

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

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

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

- (a) If he or she quits or retires;
- (b) If he or she is terminated or discharged;

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

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

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

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

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

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

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

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

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

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

**Section 8.4. Transfer to Nonbargaining Unit Position.** If an employee covered by this Agreement is or was in the past permanently transferred or promoted to a nonbargaining unit position with the Employer, he or she shall retain his or her seniority as of the date of the transfer or promotion and he shall, for a period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the nonbargaining unit position. During the first (1st) six (6) months immediately following an employee's transfer or promotion to a nonbargaining unit position, the Employer may demote

the employee to his or her former classification or the employee may request in writing to be relieved of his or her new position and he shall then be returned to his or her former classification. The Employer reserves the right to determine all conditions of employment for nonbargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his or her seniority shall be reinstated upon the date of his or her return and he shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of two (2) years, his or her bargaining unit seniority shall be canceled and he shall no longer be permitted to return to the bargaining unit with seniority.

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT  
TERMINATION: DECEMBER 31, 2029

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

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

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

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

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

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

### **LAYOFF AND RECALL**

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

(a) Layoffs shall take place on a classification basis. The first employees to be laid off within the bargaining unit classifications shall be probationary employees. Thereafter, the first employees to be laid off in the affected classifications shall be those employees with the least amount of seniority, provided, however, the senior employees retained presently have the necessary training, experience, qualifications, and skill and ability to perform efficiently the remaining required work.

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

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

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

**Section 9.3. Notification of Recall.** Notification of recall shall be by personal contact, telephone call, or written communication, any of which shall be confirmed in writing by

certified mail to the employee's last known address. A copy of such notification shall be issued to the Unit Chairperson or his or her alternate. The notice shall set forth the date the recalled employee is expected to return to work.

### **HOURS OF WORK**

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

**Section 10.1. Workweek and Workday Definitions.** Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek. The Employer specifically reserves the right to reduce the number of hours per workday or per workweek if operating or economic conditions warrant.

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

(a) During a severe staffing situation where an office or department is so severely affected that basic operations would be impeded, management retains the right, on a limited basis, to move employees to perform basic functions such as answer phones, take messages, open mail, time-stamp sensitive documents, etc. The Court recognizes that each office or department is not immediately interchangeable and fully understands that temporally displaced employees would not be expected to perform all the functions of a regular employee in that position.

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

**Section 10.4. Premium Pay.**

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

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

- (1) An employee's regular shift is changed at his or her request;
- (2) The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.
- (3) When the employer and employee have agreed upon flexible time, the employee shall not earn the overtime or premium overtime rate.

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

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

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

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

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

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

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

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

(b) Excess hours worked will not exceed more than two (2) hours per day or a maximum of four (4) hours per pay period and will be worked in one-quarter (1/4) hour increments.

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

(d) Excess and exchange hours must be earned and used in the same work week in one quarter (1/4) hour increments.

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

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

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

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

### **LEAVES OF ABSENCE**

**Section 11.0. Procedure for Requesting Leaves.** Employees shall be eligible to apply for leaves of absence after one (1) year of employment with the Employer. Requests for a leave of absence must be submitted in writing by the employee to his or her immediate supervisor at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence or any extension request shall be furnished to the employee in writing by the Chief Judge or his or her designee. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work.

**Section 11.1. Purpose of Leaves.** It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay and benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

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

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

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

(a) Upon request, a non-probationary employee will be granted a leave of absence, with pay, for up to three (3) days when he or she would have otherwise been scheduled to

work to attend to matters involving a death in the employee's immediate family. Bereavement leave must be scheduled within 30 days of the date of death and used within 60 days. 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
- Grandparents (natural)
- Grandchildren (natural)
- Current spouse of employee's natural children
- Natural parents of employee's current spouse

(b) A nonprobationary employee will be granted a leave of absence, with pay, for one (1) day when he or she would otherwise have been scheduled to work to attend matters involving a death 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 brother or sister of an employee's natural parents

(c) In the Chief Judge's sole discretion, a nonprobationary employee may be granted up to an additional two (2) days paid leave of absence, for a total of five (5) days, to attend to matters involving the death of the employee's current spouse or natural children, Bereavement leave must be scheduled within 30 days of the date of death and used within 60 days.

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

**Section 11.5. Jury Duty.** Any nonprobationary employee included within the bargaining unit shall be granted a leave of absence with pay for a maximum of thirty (30) workdays in any one (1) calendar year when he or she is required to report for jury duty. In order to receive jury

duty pay, an employee must: (1) give the Chief Judge and his or her immediate supervisor advance notice of the time he or she is to report for jury duty; (2) give satisfactory evidence that he or she served as a juror at the summons of the Court on the day he or she claims such pay; and (3) return to work for the remainder of the workday if such service is completed prior to the end of his or her workday. For each day that an employee serves as a juror when he or she otherwise would have worked, the employee shall be compensated by the Employer. Any wage paid to the employee by the court system shall be turned over to the County Treasurer with the exception of those funds allocated for mileage. Probationary employees shall have their probationary periods extended by the length of time they are on jury duty leave.

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

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

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

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

**Section 11.8. Personal Days.**

(a) All full-time employees covered by this Agreement shall accrue paid personal leave as follows:

- Sixty-four (64) hours of paid personal leave annually, credited upon hire and each January 1 thereafter.
- An additional four (4) hours of personal leave shall be granted upon completion of five (5) years of continuous service.
- An additional eight (8) hours shall be granted upon completion of ten (10) years of continuous service.
- A further eight (8) hours shall be granted upon completion of fifteen (15) years of continuous service.

(b) Personal leave hours shall be credited on January 1 of each calendar year. For employees hired after January 1, personal leave shall be prorated based on the number of full months remaining in the calendar year. Upon separation from employment, personal leave shall be prorated equally over twelve (12) months. Proration shall be based on months in which the employee works a minimum of twenty-four (24) hours. For the purposes of this section, "worked hours" shall include paid leave, including sick, vacation, personal, funeral, and holiday leave. Any personal leave used in excess of the prorated amount shall be deducted from the employee's final paycheck.

(c) All requests to use personal hours 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 or unless the employee gives notification to the employer that the time is being used for a purpose which is allowed under ESTA for up to 40 hours of the personal time available. A request to use personal hours may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer.

(d) The use of personal time shall be in no less than one-quarter (1/4) hour increments.

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

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

(g) Employees shall not be eligible for overtime compensation for hours worked during previously scheduled personal leave.

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

**Section 11.10. Sick Time Benefits.**

(a) Commencing July 1, 2004, paid sick leave for each full-time employee shall be forty (40) hours per year. Employees shall receive sick time benefit on January 1<sup>st</sup> of each year. Paid sick leave accumulation shall be limited to a maximum of 60 days. Any employee who is on paid sick leave shall be entitled to all contractual benefits as if he or she were working.

Effective January 1, 2023, sick leave may be taken in no less than one-quarter (1/4) hour increments.

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

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

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

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

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

(h) Sick Leave Abuse. Any abuse of sick leave shall be cause for disciplinary action up to and including possible discharge.

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

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

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

**Section 11.13. Union Business Leave.**

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

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

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

### **HOLIDAYS**

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

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

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

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT  
TERMINATION: DECEMBER 31, 2029

New Year's Day  
Martin Luther King Day (commencing 1989)  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day (November 11)  
Thanksgiving Day  
Day after Thanksgiving Day  
December 24  
Christmas Day  
December 31

**Section 12.2. Holiday Celebration.** If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. However, if the holiday falls on a Saturday and if Friday is also a recognized holiday, then the recognized holiday shall be the preceding Thursday and Friday. If the holiday falls on a Sunday and if Monday is also a holiday, then the recognized holidays shall be the following Monday and Tuesday.

### **VACATIONS**

**Section 13.0. Vacation Benefit.** All full-time employees will accrue and have available to them vacation on a monthly basis based on the schedule in "Attachment A" – Time will be accrued each month the employee works 24 hours. For this section, worked hours include sick, vacation, holiday, funeral and personal.

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

**Section 13.1 New Hires** Vacation shall accrue and be available to use from date of employment based on the schedule in "Attachment A." Eligible employees will accrue applicable time monthly each month the employee works 24 hours. For this section, worked hours include sick, vacation, holiday, funeral and personal.

**Section 13.2. Vacation Scheduling.** Eligible employees may schedule time off for their vacation during the twelve (12) months following the January 1st vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the

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

**Section 13.3. Vacation Basis.** Employees are to be paid during their vacation period at their straight time regular rate of pay, excluding all premiums, they are earning at the time they take vacation leave.

**Section 13.4. Benefit on Termination.** On termination of employment, an employee shall be compensated for all allowable accumulated and unused vacation leave pay, up to a maximum of thirty (30) days. No pro rata benefit shall be given to an employee for the period of time from the preceding January 1 determination date to the date of his or her termination unless the employee has completed five (5) or more years of service with the Employer and his or her termination is other than for cause. The combination of pro rata vacation pay benefits and unused and accumulated vacation pay benefits shall in no event exceed thirty (30) days.

**Section 13.5. Use of Leave Time in One-Quarter Hour or More Increments.** Full-time employees shall be allowed to use earned vacation in one-quarter (1/4) hour or more increments.

**Section 13.6. Use of Vacation Time at the End of the Year.** Notwithstanding the above, employees who have accrued vacation time who want to use that accrued vacation time between Christmas and New Year's shall adhere to the following procedure:

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

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

(c) Support Analyst, Deputy Court Clerk, Deputy Court Clerk II, Office Support Specialist, Account/Case Specialist, Senior Administrative Assistant/Certified Electronic Recorder, Support Modification Specialist, Interstate Enforcement Case Manager, Enforcement Specialist, Senior Enforcement Case Manager, Child Support Systems and Document Imaging Systems Manager.

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

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

## **INSURANCE**

### **Section 14.0. Hospitalization Insurance Options.**

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

BCBS PPO with dental, vision and orthodontic riders.

BCBS HDHP with dental, vision and orthodontic riders.

The Employer will provide an option to "buy up" to the employees from the \$1000 annual dental spend to a \$1500 annual dental spend contingent upon 20% of eligible full-time employees enrolling and Bay County continues to provide a fully insured dental plan. Employee will pay the difference in plan cost should they elect to "buy up."

The employer may use or substitute other health insurance companies which provide comparable coverage for any or all of the health insurance component coverages (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.

**(a) PAYMENT IN LIEU OF HEALTHCARE 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.

When family members work for Bay County and both or all are eligible for health care, the other family member(s) shall be ineligible for the Payment In Lieu of Health Care. It is agreed between the parties that those who received this Payment in Lieu of Health Care in 2016 shall continue to be eligible to receive this benefit. If such employee at any time becomes ineligible to receive the payment in Lieu of Health Care coverage, they will lose this grandfathered status.

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.

**(b) METHOD OF COMPUTING EMPLOYEES' SHARE OF PREMIUMS**

Effective January 1st of each year effective 1/1/2026, employees' contributions shall be fifteen percent (15%) of the illustrative rates for the PPO plan. Effective 1/1/2026, employee's contributions shall be 10% of the HDHP illustrative rates.

**(c) EMPLOYER HEALTH SPEND ACCOUNT (HSA) CONTRIBUTIONS**

EIGHTEENTH JUDICIAL CIRCUIT COURT  
TERMINATION: DECEMBER 31, 2029

Health Spend Account (HSA)– Employer offered \$500 single, \$1000 two-person and family contribution as follows:

2026 – For those that have 6 months of service, employer will contribute in January of 2026. Prorated amount once an employee reaches 6 months of service.

2027 – Employer will contribute prorated amount per pay period for those after the 6 months of service.

2028 – Employer will contribute prorated amount per pay period for those after 6 months of service.

2029– Employer will contribute prorated amount per pay period for those after 6 months of service.

No further contributions will be made after 2029 unless negotiated in future bargaining sessions.

**(d) 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 Medicare Supplemental 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.

EIGHTEENTH JUDICIAL CIRCUIT COURT  
 TERMINATION: DECEMBER 31, 2029

Effective for employees hired on or after January 1, 2006, but before January 1, 2012, 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%

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 coverages 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.

**(e) 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.

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

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

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

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

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

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

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

**Section 14.2. Sickness and Accident Insurance.** The Employer shall provide a sickness and accident insurance program for those eligible employees who have completed three hundred sixty five (365) calendar days of employment with the Employer. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer or its insurance carrier weekly payments consisting of seventy-five percent (75%) of their normal gross weekly wages up to maximum benefit of three hundred seventy dollars (\$370) per week upon ratification of this contract in 2004. Effective January 1, 2005, the maximum weekly benefit shall be increased to three hundred eighty dollars (\$380) per week. Effective January 1, 2020, the maximum weekly benefit shall be

increased to four hundred fifty dollars (\$450). Effective January 1, 2026, the maximum weekly benefit shall increase five hundred dollars (\$500). These benefits shall be payable to eligible employees from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eighth (8th) day of disability due to sickness except as changed upon the following dates:

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

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

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

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

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

(2) For eligible employees with five (5) or more years seniority, they shall be entitled to a maximum of forty (40) weeks of total sickness and accident benefits within a one hundred and fifty-six (156) week period from the commencement of the first sickness and accident leave payment. If the employee has subsequent paid time leave available, they will be permitted to utilize that time up to an additional 12 weeks.

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

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

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

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

**Section 14.3. Term Life Insurance.** During the term of this Agreement, the Employer will pay the required premiums for a term life insurance policy in the amount of thirty five thousand dollars (\$35,000.00) which will go into effect thirty days after execution of contract by both parties in 2006, for each insurable, full time employee occupying a job classification covered by this Agreement who has completed sixty (60) calendar days of employment with the Employer. Effective January 1, 2020, this benefit will be increased to fifty thousand dollars (\$50,000).

**Section 14.4. Selection of Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 14.0 through Section 14.2, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose and change the administrator of such insurance programs, provided the level of such benefits remains substantially the same.

**Section 14.5. Provisions of Insurance and Pension Plans.** No matter respecting the provisions of any of the insurance programs and pension plan set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement.

## **PENSION**

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

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

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

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

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

Effective January 1, 2026, the Employer will restore the multiplier from 1.6% to 2.25% retroactively for those hired on or after 1/1/2012.

**Section 15.1. Schedule for Retiree Health Insurance for Employees. See Section 14.1 Retirees**

## **COMPENSATION**

### **Section 16.0. Classifications.**

The classifications listed below shall, for purposes of the wage rates established in Section 16.1, be placed in the Employer's pay grade plan as follows:

EIGHTEENTH JUDICIAL CIRCUIT COURT  
 TERMINATION: DECEMBER 31, 2029

<u>Pay Grade</u>	<u>Classifications</u>
TF07	Support Analyst Deputy Court Clerk Office Support Specialist
TF08	Deputy Court Clerk II Account Case Specialist Senior Administrative Assistant/Certified Electronic Recorder Support Modification Specialist Interstate Enforcement Case Manager Enforcement Specialist Senior Enforcement Case Manager
TF09	Child Support and Document Imaging Systems Manager

**Section 16.1. Wages**

5% added to base each year of the contract. Initial 5% will be implemented the first full pay period after complete ratification.

**Wage rates effective the first full pay period following full ratification by both parties until December 31, 2026.**

	<b>Hire</b>	<b>9-Month</b>	<b>2-Year</b>	<b>3-Year</b>
<b>TF07</b>	<b>\$19.13</b>	<b>\$20.56</b>	<b>\$21.98</b>	<b>\$23.33</b>
<b>TF08</b>	<b>\$21.36</b>	<b>\$23.02</b>	<b>\$24.59</b>	<b>\$26.18</b>
<b>TF09</b>	<b>\$24.00</b>	<b>\$25.69</b>	<b>\$27.63</b>	<b>\$29.32</b>

**Wages effective January 1, 2027 to December 31, 2027 (5% increase)**

	<b>Hire</b>	<b>9-Month</b>	<b>2-Year</b>	<b>3-Year</b>
<b>TF07</b>	<b>\$20.09</b>	<b>\$21.59</b>	<b>\$23.08</b>	<b>\$24.50</b>
<b>TF08</b>	<b>\$22.43</b>	<b>\$24.17</b>	<b>\$25.82</b>	<b>\$27.49</b>
<b>TF09</b>	<b>\$25.20</b>	<b>\$26.97</b>	<b>\$29.01</b>	<b>\$30.79</b>

**Wages effective January 1, 2028 to December 31, 2028 (5% increase)**

	Hire	9-Month	2-Year	3-Year
<b>TF07</b>	<b>\$21.09</b>	<b>\$22.67</b>	<b>\$24.23</b>	<b>\$25.73</b>
<b>TF08</b>	<b>\$23.55</b>	<b>\$25.38</b>	<b>\$27.11</b>	<b>\$28.86</b>
<b>TF09</b>	<b>\$26.46</b>	<b>\$28.32</b>	<b>\$30.46</b>	<b>\$32.33</b>

**Wages effective January 1, 2029 to December 31, 2029 (5% increase)**

	Hire	9-Month	2-Year	3-Year
<b>TF07</b>	<b>\$22.14</b>	<b>\$23.80</b>	<b>\$25.44</b>	<b>\$27.02</b>
<b>TF08</b>	<b>\$24.73</b>	<b>\$26.65</b>	<b>\$28.47</b>	<b>\$30.30</b>
<b>TF09</b>	<b>\$27.78</b>	<b>\$29.74</b>	<b>\$31.98</b>	<b>\$33.95</b>

**Section 16.2. Advancement Within Pay Grades.**

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

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

(c) Employees who are awarded a position pursuant to Section 8.7 with a higher-rated Maximum pay rate than their current classification shall initially be placed at the earliest Step in the new pay grade which will result in an increase in pay. Any future advancements within the

employee's wage band will be governed by the provisions of subsections (a) and (b) of this Section, provided further, however, their "anniversary date of hire" shall be the date of their initial entry into the new classification unless adjusted in accordance with Section 8.2.

(d) The Chief Judge, in his/her sole discretion, may determine to hire new employees at higher than the hire step of the pay grade applicable to the new employee's classification when warranted by education, training, or prior experience.

**Section 16.3. Temporary Assignments.** (The following changes will take effect after the contract is executed by the parties in 2004). Employees who are temporarily assigned to a higher-rated classification for a period in excess of fourteen (14) consecutive calendar days shall, thereafter, be paid at the earliest step in the higher-rated classification which will result in an increase in pay. The employee will be notified in writing by the Employer of the assignment.

**Section 16.4. Reclassification Procedure.** When an employee believes that his or her classification is deserving of consideration for reclassification, the employee shall have the right to present their case for reclassification. If approved, the employee will be placed on the next highest pay grade at the step that provides for an increase in pay. The employee must complete a Job Analysis Questionnaire form and submit it to their Union Representative. The Union Representative will then schedule a meeting with the employee and the employee's supervisor. The employee's supervisor for the purpose of this section will be defined as the Director of the Friend of the Court for the Friend of the Court office and the Circuit Court Administrator for the Circuit Court Clerk's office.

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

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

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

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

### **MISCELLANEOUS**

**Section 17.0. Address Changes.** An employee shall notify the Employer in writing of any change in name, address, and telephone number promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number as shown on his or her employment record for all purposes involving his or her employment under this Agreement.

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

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

**Section 17.3. Gender.** The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

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

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

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

may engage in outside employment. The decision of the Chief Judge shall be final and binding upon the employee(s).

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

**Section 17.8. Separability.** If any Section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remainder of this Agreement shall not be affected thereby. The parties shall meet upon request to negotiate a mutually satisfactory replacement for the Section declared to be invalid.

**Section 17.9. Tuition Reimbursement.** Upon approval of the Chief Judge, the Employer will reimburse fifty percent (50%) of the tuition expenses up to \$1,500 annually 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. Eligible expenses do not include books and miscellaneous fees. Graduate programs are not reimbursable under this program. All courses must be approved in writing by the Chief Judge as pertinent to and related to the employee's work. Reimbursement will be made upon proof of expenditures and certification that the course has been successfully completed. Approval of a particular course or the taking of a course by an employee shall not be automatic and such approval is a matter reserved solely to the discretion of the Chief Judge.

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

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

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

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

**Section 17.12. Emergency Conditions.** If the Chief Judge, or their designated representative to act in their absence, declares that the Court cannot be opened or operated due to weather conditions, natural disaster, civil disturbance, or any other official declared emergency, employees (present at time of closure or not utilizing paid time off, e.g., personal, vacation or sick, or on unpaid medical leave) will be paid for the closure time and will not be required to use accumulated leave time or take unpaid leave.

In the event an employee calls in prior to the start of their shift for the same-day closure events listed above, and the court closes before the start of their shift, the employee will be paid for the closure time and such time shall not be deducted from their leave time.

#### **BUDGET ALLOWANCE – FOOD**

**Section 18.0. Budget.** A maximum of \$2000 shall be budgeted annually for administration to be able to provide for food/non-alcoholic beverages for county-wide functions at the discretion of the Chief Judge and Personnel Director

#### **SCOPE OF AGREEMENT**

**Section 19.0. Waiver.** It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder, or otherwise.

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

#### **DURATION**

**Section 20.0. Termination.** This Agreement shall become effective as of January 1, 2026, unless otherwise provided, and shall remain in force until 11:59 p.m., December 31, 2029, and thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

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

EIGHTEENTH JUDICIAL CIRCUIT COURT  
TERMINATION: DECEMBER 31, 2029

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

THE EIGHTEENTH JUDICIAL  
CIRCUIT COURT

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

Joseph Sheeran 11/19/25 Joseph Stone 10/24/25  
Chief Judge, Joseph Sheeran Date Joseph Stone Date  
Labor Representative

Timothy Banaszak 11/21/25 Courtney Spencer 10/24/25  
Timothy Banaszak Date Courtney Spencer Date  
Chairman of the Board

Nichole Noonan 10-24-2025  
Nichole Noonan Date

Deb Foster 10-24-2025  
Deb Foster Date

EIGHTEENTH JUDICIAL CIRCUIT COURT  
 TERMINATION: DECEMBER 31, 2029

**ATTACHMENT A**  
**MONTHLY EARNINGS**

<b>YRS.</b>	<b>FROM</b>	<b>TO</b>	<b>HOURS</b>	<b>TOTAL HRS</b>
<b>Hire – 1 year</b>	<b>0</b>	<b>23</b>	<b>6.63 hrs. 6.67 hrs.</b>	<b>80 HRS.</b>
<b>2-YRS.</b>	<b>24 25</b>	<b>35</b>	<b>7.37 hrs. 7.33 hrs.</b>	<b>88 HRS.</b>
<b>3-YRS.</b>	<b>36</b>	<b>47</b>	<b>8.00 hrs.</b>	<b>96 HRS.</b>
<b>4-YRS.</b>	<b>48</b>	<b>59</b>	<b>9.00 hrs.</b>	<b>108 HRS.</b>
<b>5-YRS.</b>	<b>60</b>	<b>71</b>	<b>10.00 hrs.</b>	<b>120 HRS.</b>
<b>6-YRS.</b>	<b>72 73</b>	<b>83</b>	<b>10.63 hrs. 10.67 hrs.</b>	<b>128 HRS.</b>
<b>7-YRS.</b>	<b>84</b>	<b>95</b>	<b>12.00 hrs.</b>	<b>144 HRS.</b>
<b>8-YRS.</b>	<b>96 97</b>	<b>107</b>	<b>12.63 hrs. 12.67 hrs.</b>	<b>152 HRS.</b>
<b>9-YRS.</b>	<b>108 109</b>	<b>119</b>	<b>13.37 hrs. 13.33 hrs.</b>	<b>160 HRS.</b>
<b>10-YRS.</b>	<b>120</b>	<b>131</b>	<b>14.00 hrs.</b>	<b>168 HRS</b>
<b>11-14 YRS.</b>	<b>132 133</b>	<b>179</b>	<b>14.63 hrs. 14.67 hrs.</b>	<b>176 HRS.</b>
<b>15-PLUS YRS</b>	<b>180 181</b>	<b>999</b>	<b>16.63 hrs. 16.67 hrs.</b>	<b>200 HRS.</b>



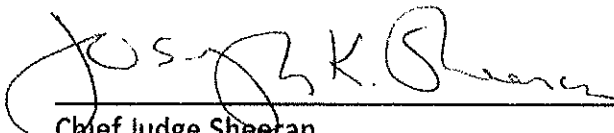
**BAY COUNTY  
PERSONNEL & EMPLOYEE RELATIONS**

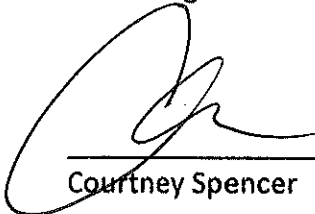
**James A. Barcia**  
County Executive

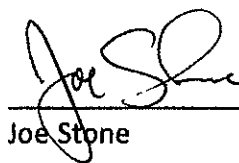
**Tiffany Jerry**  
Director  
[jerryt@baycountymi.gov](mailto:jerryt@baycountymi.gov)

**GOVERNMENTAL EMPLOYEES LABOR COUNCIL  
REMOTE WORK LOU**

The parties agree that the employer may develop a work from home/remote work or hybrid schedule policy and/or a ten hour day/four day workweek policy and that policy may be implemented for some or all of the members of this unit if approved by the Chief Judge.

  
\_\_\_\_\_  
Chief Judge Sheeran 9/10/2025  
Date

  
\_\_\_\_\_  
Courtney Spencer 9/22/25  
Date

  
\_\_\_\_\_  
Joe Stone 9/15/2025  
Date

EIGHTEENTH JUDICIAL CIRCUIT COURT  
TERMINATION: DECEMBER 31, 2029

INDEX

<u>Caption</u>	<u>Section</u>	<u>Page</u>
Active Military Leave	11.3	18
Address Changes	17.0	39
Advancement Within Pay Grades	16.2	37
Agency Shop	3.0	3
Amendment of Agreement	17.1	39
Benefit on Termination	13.4	26
Bereavement Leave of Absence	11.4	18
Captions	17.2	39
Classifications	16.0	35
Collective Bargaining Committee	2.0	1
Collective Bargaining Unit	1.0	1
COMPENSATION		36
Definition of Grievance	5.0	6
Definition of Seniority	8.0	9
DISCIPLINE		8
Discipline	6.0	8
DURATION		42
Early Returns from Leave	11.2	18
Emergency Manager Provision	3.4	5
Excess/Exchange Time	10.8	17
Expedited Disciplinary Grievances	5.2	7
Family and Medical Leave Act	11.14	24
Gender	17.3	39
Grievance Form	5.6	8
GRIEVANCE PROCEDURE		6
Grievance Procedure	5.1	6
Step 1	5.1(a)	6
Step 2	5.1(b)	6
Step 3	5.1(c)	7

EIGHTEENTH JUDICIAL CIRCUIT COURT  
 TERMINATION: DECEMBER 31, 2029

Grievance Settlements	5.5	8
Hold Harmless	3.3	5
Holiday Celebration	12.2	25
Holiday Eligibility	12.0	24
Holiday Pay	12.1	24
HOLIDAYS		25
Hospitalization Insurance Options	14.0	27
HOURS OF WORK		15
Identification of Union Representatives	2.2	3
INSURANCE		27
Jury Duty	11.5	20
LAYOFF AND RECALL		14
Layoff Procedure	9.0	14
LEAVES OF ABSENCE		18
Letter of Understanding regarding Remote Work		45
Loss of Seniority	8.3	10
Lost Time	5.7	8
Lunch Period	10.6	17
MANAGEMENT RIGHTS		5
Maternity Leave	11.6	20
Medical Certificates and Examinations	11.7	20
Mileage	17.4	39
MISCELLANEOUS		39
New Classifications	17.5	39
New Hires	13.1	25
No Duplication or Pyramiding of Premium Rates	10.5	16
No Lockout	7.2	9
NO STRIKE - NO LOCKOUT		9
No Strike Pledge	7.0	9
Normal Workweek and Workday	10.0	15
Notification of Layoff	9.1	14
Notification of Recall	9.3	15
Outside Employment	17.6	39
Overtime	10.3	15

EIGHTEENTH JUDICIAL CIRCUIT COURT  
 TERMINATION: DECEMBER 31, 2029

Payroll Deduction for Union Dues or Service Fees	3.2	3
Penalty	7.1	9
PENSION		35
Personal Days	11.8	21
Personal Leave	11.9	22
Premium Pay	10.4	16
Probationary Period	8.1	9
Procedure for Requesting Leaves	11.0	18
Promotional Advancements	8.7	12
Provisions of Insurance and Pension Plans	14.5	34
Purpose of Leaves	11.1	18
Recall	9.2	14
Reclassification Procedure	16.4	38
RECOGNITION		1
Record-Keeping	17.7	40
REPRESENTATION		1
Reserve Training Leave	11.12	23
Rest Periods	10.7	17
Retiree Health Care/Tiered Plan for Payment of Retiree Health Insurance	14.1	32
Retirement Plan	15.0	35
Rights	4.0	5
Schedule for Retiree Health Insurance for Employees		30
Scheduling	10.2	15
SCOPE OF AGREEMENT		41
SENIORITY		9
Seniority and Benefit Accumulation	8.2	10
Seniority List	8.5	12
Separability	17.8	40
Sick Time Benefits	11.10	22
Sickness and Accident Insurance	14.2	32
Signature Page		43
Super-Seniority	8.6	12
Temporary Assignments	16.3	38
Term Life Insurance	14.3	34
Termination	20.0	42

EIGHTEENTH JUDICIAL CIRCUIT COURT  
TERMINATION: DECEMBER 31, 2029

Time Computation	5.4	8
Time Limitations	5.3	7
Transfer to Non-bargaining Unit Position	8.4	11
Tuition Reimbursement	17.9	40
Union Bulletin Board	17.10	40
Union Business Leave	11.13	23
Union Membership	3.1	3
UNION SECURITY		3
Unit Chairperson	2.1	2
Unpaid Leave	11.11	23
Use of Vacation Time at the End of the Year	13.6	26
Use of Leave Time in One-Quarter Hour or More Increments	13.5	26
Vacation Basis	13.3	26
Vacation Benefit	13.0	25
Vacation Table (Attachment A)		44
Vacation Scheduling	13.2	26
VACATIONS		25
Wage Rates	16.1	36
Waiver	19.0	41
Witness Appearance	17.11	41
Workweek and Workday Definitions	10.1	15