



BOMMARITO LAW OFFICES, PLLC

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October 16, 2015

1328

Clerk of the Court
Bay County Circuit Court
1230 Washington Ave.
Bay City, Michigan 48708

Re: Cynthia A. Luczak v Thomas L. Hickner, et al
Case No.: 15-3583-AW (KS)

Dear Sir/Madam:

Enclosed herewith please find the following which I would appreciate being filed on behalf of Defendants in regards to the above-mentioned matter:

1. Defendants' Consolidated Motion for Summary Disposition in Lieu of their Answer to Complaint.
2. Defendants' Brief in Support of their Consolidated Motion for Summary Disposition in Lieu of their Answer to Complaint.
- * Proof of Service box affixed thereto.

The Notice of Hearing regarding this Motion will follow after it has been provided by Judge Chamberlain's office.

If you have any questions regarding this matter, please contact me.

Best regards,


ALEXANDER D. BOMMARITO

e-mail: adb@freelandlaw.net

ADB/ls

Enclosures

cc: The Honorable Paul H. Chamberlain
Isabella County Circuit Court Judge
Matthew T. Smith
Joseph W. Colaianne
Attorneys at Law
Client

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF BAY

CYNTHIA A. LUCZAK, BAY COUNTY
CLERK in HER capacity as an elected official,

Plaintiff,

-vs-

THOMAS L. HICKNER, BAY COUNTY
EXECUTIVE, in his capacity as an elected
official; BAY COUNTY BOARD OF
COMMISSIONERS, the governing body
for the County of Bay; and KIM MEAD,
BAY COUNTY CIRCUIT COURT
ADMINISTRATOR,

Defendants.

Case No. 15-3583-AW (KS)

HON. PAUL H. CHAMBERLAIN
(P31682)

CLARK HILL, PLC

BY: MATTHEW T. SMITH (P46754)
JOSEPH W. COLAIANNE (P47404)

Attorneys for Plaintiff
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PROOF OF SERVICE

THE UNDERSIGNED CERTIFIES THAT THE FOREGOING
INSTRUMENT WAS SERVED UPON ALL PARTIES TO THE
ABOVE CAUSE TO EACH OF THE ATTORNEYS OF RECORD
HEREIN AT THEIR RESPECTIVE ADDRESSES DISCLOSED ON
THE PLEADINGS ON 10-16-15

BY:

U.S. MAIL FAX _____
 HAND DELIVERED OVERNIGHT COURIER _____
 FEDERAL EXPRESS OTHER _____

SIGNATURE: Paul Schrieber

**DEFENDANTS' CONSOLIDATED MOTION FOR SUMMARY DISPOSITION IN LIEU
OF THEIR ANSWER TO COMPLAINT**

NOW COME the above-entitled Defendants, by and through their attorney,
ALEXANDER D. BOMMARITO of BOMMARITO LAW OFFICES, PLLC, pursuant to MCR
2.116(C)(4), (8) and (10), and hereby move this Court for its Order of Summary Disposition,
further stating as follows:

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF BAY

CYNTHIA A. LUCZAK, BAY COUNTY
CLERK in HER capacity as an elected official,

Case No. 15-3583-AW (KS)

Plaintiff,

HON. PAUL H. CHAMBERLAIN
(P31682)

-vs-

THOMAS L. HICKNER, BAY COUNTY
EXECUTIVE, in his capacity as an elected
official; BAY COUNTY BOARD OF
COMMISSIONERS, the governing body
for the County of Bay; and KIM MEAD,
BAY COUNTY CIRCUIT COURT
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BY:

U.S. MAIL FAX _____
 HAND DELIVERED OVERNIGHT COURIER _____
 FEDERAL EXPRESS OTHER _____

SIGNATURE: Lee Scribner

**DEFENDANTS' BRIEF IN SUPPORT OF THEIR
CONSOLIDATED MOTION FOR SUMMARY DISPOSITION
IN LIEU OF THEIR ANSWER TO COMPLAINT**

FACTS

CYNTHIA A. LUCZAK, Bay County Clerk ("MS. LUCZAK") brought this action
against the Bay County Executive, THOMAS L. HICKNER, the BAY COUNTY BOARD OF

COMMISSIONERS and improperly named the Bay County Circuit Court Administrator, KIM MEAD as a Defendant, asking this Court to declare the rights and responsibilities of her duties as Clerk, and rule that the Defendants have not adequately staffed or funded her office. MS. LUCZAK also seeks injunctive relief preventing the Bay County Executive and Board of Commissioners from interfering or impairing the office of the County Clerk, apparently due to alleged insufficient funding. MS. LUCZAK further seeks this Court's Order appointing legal counsel on her behalf and requiring Bay County to pay for her attorney fees incurred both pre and post litigation. As set forth below, each of these claims should be dismissed, and in particular, MR. MEAD should be dismissed as an improper party.

APPLICABLE STANDARD OF REVIEW

A Trial Court properly dismisses a claim under MCR 2.116(C)(4) when it lacks jurisdiction of the subject matter involved. *Thomai v MIBA Hydramechanica Corporation*, 303 Mich App 196, 206-207; 842 NW2d 417 (2013), reversed on other grounds, Michigan Supreme Court, June 18, 2014.

Where summary disposition is sought pursuant to MCR 2.116(C)(8), the motion tests whether the complaint states a claim as a matter of law, and the motion should be granted if no factual development could possibly justify recovery. *Feyz v Mercy Mem Hosp*, 475 Mich 663, 672; 719 NW2d 1 (2006). “[A]ll well-pleaded allegations are accepted as true, and construed most favorably to the nonmoving party.” *Wade v Dep’t of Corrections*, 439 Mich 158, 162-163; 483 NW2d 26 (1992).

A Motion under MCR 2.116(C)(10) tests the factual sufficiency of the Complaint. In evaluating the Motion for Summary Disposition brought under this sub-section, a Trial Court considers the affidavits, pleadings, depositions, admissions, and other evidence submitted by the

parties, in the light most favorable to the party opposing the Motion. (MCR 2.116(G)(5)). Where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law.

The reviewing court should evaluate a Motion for Summary Disposition under MCR 2.116(C)(10) by considering the substantively admissible evidence actually proffered in opposition to the Motion. A reviewing court may not employ a standard citing the mere possibility that the claim might be supported by evidence produced at Trial. A mere promise is insufficient under the Michigan Court Rules. *Maiden v Rozwood*, 461 Mich 109 (1999).

In presenting a Motion for Summary Disposition, the moving party has the initial burden of supporting its position by affidavits, depositions, admissions, or other documentary evidence. The burden then shifts to the opposing party to establish that a genuine issue of disputed fact exists. Where the burden of proof at trial on a dispositive issue rests on a non-moving party, the non-moving party may not rely on mere allegations or denials in pleadings, but must go beyond the pleadings to set forth specific facts showing that a genuine issue of material fact exists. If the opposing party fails to present documentary evidence establishing the existence of a material factual dispute, the motion is properly granted. *Smith v Globe Life Insurance Company*, 460 Mich 446, 455 (1999), citing *Quinto v Cross & Peters Company*, 451 Mich 358, 362-363 (1996) (internal citations omitted).

DISCUSSION

A. This Court Lacks Jurisdiction to Address MS. LUCZAK's Funding Claims.

As the County Clerk, it is undisputed that MS. LUCZAK has a variety of both constitutional and statutorily mandated obligations. She has sought additional staffing and/or funding from the Board County Board of Commissioners since at least 2011. Due to the nature of the economic situations of the County and MS. LUCZAK's refusal to provide any factual support for those increases despite repeated requests for that information, no additional personnel has been provided.

1. The Court of Appeals has sole jurisdiction of MS. LUCZAK'S "serviceable funding" claims

Although MS. LUCZAK has the ability to bring a lawsuit seeking redress regarding appropriations for her office, the sole jurisdiction for any such action involving the issue of funding is limited to the Michigan Court of Appeals. Both MCL 141.436 and MCL 141.438 allow for an elected official to bring suit against a legislative body of his or her County concerning a general appropriations act, including any challenge as to serviceable levels of funding for that branch of County government. MCL 141.438(10) requires that any suit regarding funding must be filed with the Court of Appeals. MCL 141.438 specifically states that jurisdiction of a suit brought pursuant to MCL 141.438(6) or MCL 141.436(9) is exclusive to the Court of Appeals, and any judicial duties inherent in that jurisdiction shall not be transferred to any other Court.

MS. LUCZAK seeks a declaratory ruling regarding the funding of her office in Subparts C and D of Count II's request for relief. Count III of MS. LUCZAK's Complaint requests a writ of mandamus ordering the County Executive and Board of Commissioner to provide staffing levels to meet a certain serviceable level. Accordingly, Plaintiff's claims within Count II and Count III of the Complaint must be dismissed for lack of jurisdiction pursuant to MCR 2.116(C)(4).

2. Defendants are entitled to costs and attorney fees incurred as a result of Defending this action in Circuit Court.

- a. **Standards for Relief under MCR 2.114(D), (E) and (F).**

The Michigan Court Rules require that attorneys and parties who avail themselves of our legal system file pleadings that are meritorious. Attorneys filing pleadings must also certify that their pleadings are meritorious. An affirmative duty is imposed on each attorney to conduct a

reasonable inquiry into the factual and legal viability of a pleading before it is signed. *Attorney General v Harkins*, 257 Mich App 564; 669 NW2d 296 (2003). Michigan Court Rule 2.114 provides, in pertinent part:

- (D) Effect of Signature: The signature of an attorney or party, whether or not the party is represented by an attorney, constitutes a certification by the signer that:
 - (1) he or she has read the pleading;
 - (2) to the best of his or her knowledge, information and belief formed after reasonable inquiry, the pleading is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law; and
 - (3) the pleading is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

Additionally, the Court Rules mandate sanctions against an attorney and/or party who signs a pleading which is not meritorious, otherwise proper, or is frivolous:

- (E) Sanctions for Violation. If a pleading is signed in violation of the rule, the court, on the motion of a party or on its own initiative, shall impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, including reasonable attorney fees. The court may not assess punitive damages.
- (F) Sanctions for frivolous Claims and Defenses. In addition to sanctions under this rule, the party pleading a frivolous claim or defense is subject to costs as provided in MCR 2.625(A)(2). The court may not assess punitive damages.

Michigan Court Rule 2.114(E) clearly deals with parties and/or attorneys who have signed the offending frivolous document with the Court. An attorney or a party who signs a pleading certifies that to the best of his knowledge, information and belief (formed after reasonable inquiry) the document is well-grounded in fact and is warranted by existing law or a

good faith argument for the extension, modification, or reversal of existing law. Sanctions may be imposed upon the attorney, client, or both for a violation of this standard. *John J. Fannon Co v Fannon Products, LLC*, 269 Mich App 162; 712 NW2d 721 (2005). In addition, the reasonableness of the inquiry is determined by an objective standard, and the attorney's subjective good faith is irrelevant. The focus is upon the efforts taken to investigate a claim before filing suit, and a determination of reasonable inquiry depends on the facts and circumstances of the case. *Harkins, supra*.

In the case at hand MS. LUCZAK'S attorneys improperly filed a Complaint with the Circuit Court when the sole and exclusive jurisdiction for such claims is governed by MCL 141.438(10). This jurisdictional statute took effect in November, 2013, just shy of two years ago, and would have been immediately discovered through a simple internet search. In addition, MS. LUCZAK's attorneys were informed by the County's Corporation Counsel on multiple occasions that the Court of Appeals has exclusive jurisdiction over these funding claims. Defendants are also entitled to an award of costs and attorney fees pursuant to MCR 2.114(E) against MS. LUCZAK's attorneys. As set forth in MCR 2.114(F), a frivolous claim is subject to costs as provided in MCR 2.625(A)(2), which provides that if the court finds on motion of a party that an action was frivolous, costs shall be awarded as provided by MCL 600.2591. That statute reads:

- (1) Upon motion of any party, if a court finds that a civil action or defense to a civil action was frivolous, the court that conducts the civil action **shall** award to the prevailing party the costs and fees incurred by the party in connection with the civil action by assessing the costs and fees against the nonprevailing party and their attorney.
- (2) The amount of costs and fees awarded under this sanction shall include all reasonable costs actually incurred by the prevailing

party and any costs allowed by law or court rule, including court costs and reasonable attorney fees.

MCL 600.2591 (emphasis added).

Michigan courts have held that where, as here, a litigant has filed a frivolous cause of action, sanctions under MCR 2.114 are mandatory. *In re Goehring*, 184 Mich 360; 457 NW2d 375 (1990); *Contel Systems Corp v Gores*, 183 Mich App 706; 455 NW2d 398 (1990). A claim is frivolous (1) if the plaintiffs' primary purpose for bringing the suit was to harass, embarrass, or injure the other party; (2) if the plaintiffs have no reasonable basis to believe the underlying facts are true; or (3) if the plaintiffs' legal position is without arguable legal merit. *Meagher v Wayne State Univ*, 222 Mich App 700; 565 NW2d 401 (1997).

b. Plaintiff's funding Claims as filed in this Court are Frivolous, Without Legal Merit and are Subject to Sanctions.

Despite the very clear language of MCL 141.438(10), MS. LUCZAK's attorneys nevertheless proceeded to file a Complaint alleging insufficient or "non serviceable" funding in the Circuit Court with full knowledge of the fact that the Court of Appeals has exclusive jurisdiction of those claims. The attorneys not only failed to make any reasonable inquiry with regard to filing these claims in Circuit Court, but any potential argument that they *could* be filed in the Circuit Court, rather than the Court of Appeals, is not well grounded in fact nor warranted by existing law or the good faith argument for the extension, modification, or reversal of existing law. MCR 2.114(D). Bay County is entitled to payment of its costs and attorney fees incurred as a result of MS. LUCZAK's attorneys' actions.

B. Circuit Court Administrator KIM MEAD is an Improper Party.

As set forth within the Affidavit of the KIM MEAD, he was hired as the Bay County Circuit Court Administrator as of December, 2004. (See Affidavit of the KIM MEAD, attached

as *Exhibit A*). His duties are to manage the Bay County Circuit Court, including staffing, budgeting, docket management, developing and implementing court policies and procedures, and jury management. *Id.* MR. MEAD is an at will employee of the Bay County Circuit Court. *Id.*

Although MR. MEAD interacts with the Deputy Circuit Court Clerks who are technically under the umbrella of the Bay County Clerk's Office, he does not have the ability nor the authority to prevent MS. LUCZAK from operating the Court Clerk's Office in any manner. MS. LUCZAK asserts in her Complaint that MR. MEAD has denied her the ability to utilize and share employees as necessary in order to meet serviceable levels of her non-Circuit Court functions. (See Complaint at paragraph 43 and MS. LUCZAK'S Affidavit attached to the Complaint at paragraph 37). Moreover, Plaintiff alleges that the Circuit Court Administrator has not included her in training regarding the Circuit Court's e-filing system. (See Complaint at paragraph 44 and MS. LUCZAK'S Affidavit at paragraph 38). MS. LUCZAK further alleges that many of her administrative duties associated with the safekeeping of all Circuit Court records and making those records available to Circuit Court, collecting the Court Ordered fees and serving as the Clerk of the Jury Board, have been assumed by the Circuit Court Administrator, absent an agreement with MS. LUCZAK. (See Complaint at paragraph 45 and MS. LUCZAK'S Affidavit at paragraph 39).¹

As set forth in the Affidavit of KIM MEAD, he serves at the direction of the Bay County Circuit Court, not independently. Any actions taken by him are at the direction of the Bay County Circuit Court. *Id.* His involvement with MS. LUCZAK is solely within his scope of employment, such that, even if MS. LUCZAK had a viable claim (which she does not), the 18th

¹ As discussed *infra*, these claims must fail as a matter of law even if the correct party were named as a Defendant, as the Circuit Court has the sole authority to dictate the non-custodial, ministerial functions of the Deputy Circuit Court Clerks.

Circuit is the proper party to this action, not MR. MEAD individually. Accordingly, Defendant KIM MEAD should be dismissed from this lawsuit pursuant to MCR 2.116(C)(8).

C. Defendants have not Interfered with or Impaired the Office of the County Clerk.

MS. LUCZAK seeks declaratory and injunctive relief from this Court, claiming that MR. MEAD, the County Executive and Board of Commissioners have all interfered with or impaired her ability to operate her office. She further alleges that Defendants County Executive and the Board of Commissioners have acted arbitrarily and capriciously in dealing with her office. However, as shown below, the County Executive and Board of Commissioners have acted consistently in the best interest of the County, and any request for a declaratory judgment regarding the direction and control of the Deputy Circuit Court Clerks is clearly contrary to Michigan Law.

MS. LUCZAK first asks this Court to declare that she has the ability to move employees that work as Deputy Circuit Court Clerks in the courthouse facility to utilize them for non-Circuit Court functions as she deems necessary. Such a declaration would be void on its face because it violates the separation of powers doctrine of the Michigan Constitution. In addition, moving employees in such a fashion would pose a variety of practical and legal liabilities to the County serious enough to preclude such movement.

The Deputy Circuit Court Clerks have operated organizationally under the Office of the County Clerk, but functionally under the operation of the Circuit Court since the Circuit Court facilities were moved 18 years ago from the County Building on Center Avenue to the current courthouse on Washington Avenue. The County Clerk's Office remained at the Bay County Building, less than half a mile away from the new Circuit Court facility. The Deputy Circuit Court Clerks operate under the provisions of Bay County Circuit Court's Local Administrative

Order 2007-14 (“LOA 2007-14”), which directs that the Deputy Court Clerks be located in the courthouse facility under the day-to-day supervision of the Circuit Court Administrator. LOA 2007-14 took effect on January 1, 2007, is the Court’s most recent LAO governing Deputy Circuit Court Clerk duties, and was implemented to revise all prior Circuit Court Administrative Orders. (See Bay County Circuit Court Administrative Order 2007-14; attached as *Exhibit C*).

The Deputy District Court Clerks are compensated through the Circuit Court’s budget, not the Clerk’s budget. (See Affidavit of the KIM MEAD, attached as *Exhibit A*). Moreover, those Deputy Circuit Court Clerks are represented by a different union (and are therefore subject to a different collective bargaining unit) than the employees working in the County Clerk’s Office at the County Building, who are covered by their own separate collective bargaining agreement. (See Affidavit of Bay County Personnel and Employee Relations Director, Tim Quinn, attached as *Exhibit B*). At no time has MS. LUCZAK objected to this organization plan until the filing of her Complaint. (See Affidavit of the KIM MEAD, attached as *Exhibit A*).

1. The authority to direct the ministerial duties of the Circuit Court Clerks lies exclusively with the Courts, not with MS. LUCZAK.

It is well-settled that

the judiciary is vested with the constitutional authority to direct the circuit court clerk to perform noncustodial ministerial duties pertaining to court administration *as the Court sees fit*. This authority includes the discretion to create duties, abolish duties, or divide duties between the clerk and other court personnel, as well as the right to dictate the scope and form of the performance of such noncustodial ministerial duties. . . . [p]rescribing the duties that arise under the clerk's noncustodial ministerial function is a matter of court procedure and administration. . . . [and] the Constitution grants [the Supreme] Court the exclusive authority to determine, as a matter of court administration, which duties comprise the noncustodial ministerial functions of the circuit court clerk and how those duties are to be performed.

Lapeer Cnty Clerk v Lapeer Circuit Court, 469 Mich 146, 164 (2003) (emphasis added). The Supreme Court determines these duties through its orders, the Michigan Court Rules of 1985,

and through the State Court Administrator's actions, such as reviewing and approving various circuit court LAOs, as was done here with LOA 2007-14. Pursuant to MCR 8.110(C)(3), the Chief Judge is the director of the administration of the Court, and

shall have administrative superintending power and control over the judges of the court and **all court personnel** with authority and responsibility to:

* * *

(c) determine the hours of the court and the judges; coordinate and determine the number of judges and court personnel required to be present at any one time to perform necessary judicial and administrative work of the court, **and require their presence to perform that work.**"

MCR 8.110(C)(3)(c)(emphasis added). Further, 8.112(B) establishes the right of the Circuit Court Chief Judge to issue administrative orders governing the internal management of the courts, which, again, was exactly what was done with the issuance (and approval by the State Court Administrator) of LOA 2007-14.

MS. LUCZAK is requesting this Court enter a declaratory order that she, rather than the 18th Judicial Circuit Court Chief Judge, has the authority to direct, at will, the non-custodial, ministerial duties of the Circuit Court Clerks, who are subject to LOA 2007-15. However, as noted by the Michigan Supreme Court *Lapeer County Clerk, supra*,

[t]he power of the judiciary to direct its ministerial operations has been noted for well over a century. . . . circuit court clerks "are officers of the court, and subject to its direction in all things necessary to proper administration of the law during its sessions." . . . the clerk of the circuit court, although also an executive officer, is subject to all legitimate court orders.

Lapeer County Clerk at 163 (quoting *Whallon v Circuit Judge for Ingham Co*, 51 Mich 503, 508 (1883))(internal citations omitted). Clearly, MS. LUCZAK is prohibited, as a matter of law, from directing these Deputy Circuit Court Clerks to do non-court related work in contravention of the Chief Judge's direction (either directly, through the LAO or through the Court's employee, MR. MEAD). To grant her request would violate the separation of powers doctrine of Article 3,

Sec. 2 of the Michigan Constitution. The judicial powers of rulemaking, supervision and administration of the courts have been conferred by the Constitution on the COURTS, not MS. LUCZAK, and “may not be diminished, exercised by, nor interfered with by the other branches of government without constitutional authorization.” *In re 1976 PA 267*, 400 Mich 660, 663 (1977). Accordingly, MS. LUCZAK’S request that his Court declare she (rather than the 18th Judicial Circuit Court) has the power to direct the ministerial duties and activities of these designated court personnel must be rejected out of hand.

2. MS. LUCZAK’S request to direct the ministerial duties of the Deputy Circuit Court Clerks is a practical impossibility and MR. MEAD/the 18th Judicial Circuit Court owes no legal duty to the Clerk to provide her with personnel.

Not only would moving employees in the manner as suggested by MS. LUCZAK constitute a violation of the separation of powers, it would also pose a variety of practical and legal liabilities to the County serious enough to preclude such a plan. As noted above, the Deputy District Court Clerks and the County Clerk’s employees belong to different unions and are members of different bargaining units. Requiring one member of the Circuit Court’s bargaining unit to perform the job functions of the County Clerk employee’s bargaining unit would certainly result in a grievance or other complaint being filed by the employees or their union representatives and would subject the County to untold liability and unfair labor practice claims. (See Affidavit of Tim Quinn, attached as *Exhibit B*).

In addition, MS. LUCZAK would be utilizing COURT designated funds to perform County related services if she used the Deputy Circuit Clerks as suggested, thereby depleting the Circuit Court’s budget. Even if MS. LUCZAK had the additional funds in her own budget to cover such intermittent use of the Deputy Circuit Court Clerks, it would be incredibly time consuming and cumbersome (if not impossible) to track the time utilized by each employees for

different services for different offices in order to appropriately account and bill time assessed against each office's budget. It should finally be noted that the Circuit Court, who fully funds the Deputy Circuit Court Clerk positions, owes no legal duty to MS. LUCZAK to provide funding or personnel to the County Clerk's Office.

MS. LUCZAK also claims that the MR. MEAD, the Circuit Court Administrator (although he is an improper party, as set forth above), has interfered with her ability to participate in the implementation of the electronic filing process within the Circuit Court. However, as noted in the Affidavit of Julie Coppens, Bay County Information Technology Manager, *no such implementation has ever taken place*. (See Affidavit of Julie Coppens, attached as *Exhibit D*). As such, no interference with the Plaintiff's ability to participate in the implementation has occurred, contrary to her allegations. However, once again, it should be noted that the 18th Judicial Circuit Court has no legal obligation whatsoever to include MS. LUCZAK in that implementation, as the administration and delegation of non-custodial ministerial duties rests wholly within the discretion of the courts, NOT the Clerk.

Because the Court has no legal duty to provide funding or personnel or non-custodial, ministerial software training to MS. LUCZAK, she has no legal basis to request this Court to direct the 18th Judicial Circuit Court to provide the same to her, which is effectively the relief she requests in her Complaint. MS. LUCZAK'S request for relief against MR. MEAD (the improper party) should be rejected by this Court.

3. The County Executive and Board of Commissioners have acted in the best interest of the County.

MS. LUCZAK has alleged in her Complaint that the County Executive and the Board of Commissioners have acted "arbitrarily and capriciously" in dealing with her office. To the contrary, the County Executive and the Board of Commissioners have acted consistently in the

best interest of the County as a whole. The County Executive, through the Department of Corporation Counsel, attempted to assist MS. LUCZAK by offering to retain an independent outside consultant, at the County's expense, to compile and present information to the Board regarding the mandated functions of MS. LUCZAK'S office that she alleged she could not serviceably perform due to the alleged lack of staff or funding. Corporation Counsel requested, and the Board of Commissioners approved, retaining that independent expert consultant to conduct an analysis, with the assistance and cooperation of MS. LUCZAK, of the work flow in the County Clerk's office and make a recommendation on the necessary staff needs. MS. LUCZAK refused to work with the consultant or provide any information to the Board of Commissioners or the County Executive as to which of the functions mandated by statute or the Michigan Constitution that she was unable to perform at a serviceable level. Despite the filing of the present Complaint, she still has failed to provide this information to Defendants.

Furthermore, MS. LUCZAK alleges that Defendants have interfered with or precluded her ability to purchase and implement campaign finance indexing and reporting software for her office. As further set forth in the Affidavit of Ms. Coppens, the County declined to purchase that software at the time it was requested because it learned the State of Michigan will be implementing and using different software in 2016 and the County believes that this software will be provided by the State for use by County Clerks – **for free**. Purchasing elective software just prior to the State rolling out its own comparable, **free** software package is counter-productive and cost prohibitive to the County. There has been no assertion made that Bay County's current system is insufficient to meet MS. LUCZAK'S current needs, as it is the same system she has utilized for recent past elections.

Based on the foregoing, it is clear that the Defendants have not acted in an “arbitrary and capricious” manner. As set forth by the Michigan Supreme Court, the words “arbitrary” and “capricious” have generally accepted meanings: arbitrary is without adequate determining principle, fixed or arrived at through an exercise of will or by caprice, without consideration or adjustment with reference to principles, circumstances or significance, decisive but unreasoned. Capricious is apt to change suddenly; freakish; whimsical; humor some. *Goolsby v Detroit*, 491 Mich 651, 678; 358 NW2d 856 (1984). Defendants have demonstrated valid and rational reasons for not proceeding as requested by MS. LUCZAK in addressing each of the issues outlined above, as doing so would subject to the County to liability and imprudent expenditures.

D. Plaintiff’s Claim for Appointment of Legal Counsel is not Based in Law or Policy.

As this Court is aware, the general American rule is that attorney fees are not ordinarily recoverable unless a statute, court rule, or common law exception provides to the contrary. *Smith v Khouri*, 481 Mich 519, 526; 751 NW2d 472 (2008). Within Count I of her Complaint, MS. LUCZAK requests appointment of legal counsel of her choosing, and for said legal counsel to be paid for by Bay County. In doing so, however, MS. LUCZAK fails to present any law or County policy supporting her request. It should also be noted that a request for payment of attorney fees is not, under any circumstances, a justiciable “cause of action” even if it is so labeled as a “Count” in the Complaint. The only case cited by MS. LUCZAK is *Wayne County Sheriff v Wayne County Board of Commissioners*, 196 Mich App 498; 494 NW2d 14 (1992). Contrary to MS. LUCZAK’S reliance on the this case, it is distinguishable in that it dealt with retaining counsel for the Wayne County Sheriff in a civil action where he was named as a defendant, not the County Clerk acting as a plaintiff to bring a lawsuit against other County entities as in this case.

Likewise, the Michigan statute on point, MCL 49.73, requires the County to provide an attorney to represent an elected County official when the official is named as a defendant in a matter related to the performance of that individual's official duties. There is no requirement under Michigan law, however, for the County to employ an attorney for that official when he or she is contemplating proceeding as a plaintiff, as is the case here.

Going further than Michigan law, Bay County has a policy which may provide for the retention of outside counsel for elected officials as plaintiffs. Attached is *Exhibit E*, Bay County Civil Counsel Guidelines which potentially provide Bay County elected officials, as plaintiffs, with the opportunity to retain legal counsel at the County's expense and to file suit against another County Entity so long as the requesting official satisfies certain pre-requisites and follows the required procedures. These guidelines set forth the parameters wherein outside counsel may be retained on behalf of an elected official, which is to be retained by Corporation Counsel. These guidelines also provide for instances where County entities are adverse parties, as in the present case. As set forth within these guidelines, any request to Corporation Counsel for retention of outside counsel must:

- i. Be submitted in writing;
- ii. Be reasonable and necessary;
- iii. Explain the need to retain outside legal counsel;
- iv. Set forth the reasons why the Department cannot or may not handle the matter;
- v. Indicate that the County Entity has verified that there are sufficient funds available in the portion of the Department's budget allocated to retention of outside legal counsel and, if sufficient funds are not available in the Department's budget, that the County Entity requesting the retention has the funds or will have the funds to pay for the outside legal services and shall identify the account from which the outside legal services will be paid.

Absent compliance with the guidelines for retention of outside counsel, the County Entity involved is not authorized to retain outside legal counsel at the County's expense.

Although MS. LUCZAK requested outside legal counsel be retained on her behalf for this matter in writing, it has not been determined or demonstrated that the retention of outside counsel in this matter was reasonable and necessary. Nor has MS. LUCZAK verified that there were funds in the Corporation Counsel's budget allocated to retain outside counsel, or whether the County Clerk's budget was going to pay for the retention of outside legal counsel.

As set forth above, Plaintiff has failed to establish any basis in Michigan law, or pursuant to the Bay County Civil Counsel Guidelines, that she is entitled to the retention of legal counsel on her behalf in this matter to be paid with Bay County funds. As such, this questionable "claim" should also be dismissed.

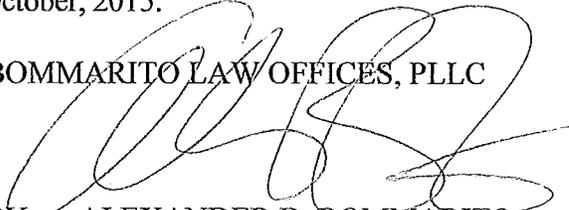
CONCLUSION

Based upon the foregoing, the Court can appreciate that Plaintiff's claim for funding is not properly before this Court as jurisdiction is solely vested with the Court of Appeals pursuant to MCL 141.436 and MCL 141.438. Additionally, although the 18th Circuit Court may have been an appropriate party for this action regarding her claims that the Court has somehow interfered with her ability to act as the Clerk for the Circuit Court, the Circuit Court Administrator, KIM MEAD, is not a proper party. Moreover, her claims that her ability to act as the Circuit Court Clerk have been impeded are invalid, as the 18th Circuit Court has the exclusive authority to dictate the non-custodial, ministerial duties of the Circuit Court Clerk and her Deputies and because the Defendants have acted in a rational and reasoned manner as comingling employees from the Circuit Court Clerk's Office to the County Clerk's Office as she deems necessary is a practical and legal impossibility to which she has no legal right or claim. Lastly, her claim for attorney fees is unfounded.

As such, Defendants request this matter be dismissed in its entirety, with costs and attorney fees to be assessed, and in particular sanctions be levied against MS. LUCZAK'S attorneys for filing the claims requesting additional funding in Circuit Court as they were, or certainly *should have been* aware that the jurisdiction of these claims rests—solely in the Michigan Court of Appeals.

Dated this 16th day of October, 2015.

BOMMARITO LAW OFFICES, PLLC


BY: ALEXANDER D. BOMMARITO
Attorney for Defendants

BUSINESS ADDRESS:
180 E. Washington Road
P.O. Box 189
Freeland, Michigan 48623
Telephone: 989-573-5300

EXHIBIT "A"

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF BAY

CYNTHIA A. LUCZAK, BAY COUNTY
CLERK in HER capacity as an elected official,

Case No. 15-3583-AW (KS)

Plaintiff,

HON. PAUL H. CHAMBERLAIN
(P31682)

-vs-

THOMAS L. HICKNER, BAY COUNTY
EXECUTIVE, in his capacity as an elected
official; BAY COUNTY BOARD OF
COMMISSIONERS, the governing body
for the County of Bay; and KIM MEAD,
BAY COUNTY CIRCUIT COURT
ADMINISTRATOR,

Defendants.

CLARK HILL, PLC
BY: MATTHEW T. SMITH (P46754)
JOSEPH W. COLAIANNE (P47404)
Attorneys for Plaintiff
212 E. Grand River Ave.
Lansing, Michigan 48906
Telephone: 517-318-3100

BOMMARITO LAW OFFICES, PLLC
BY: ALEXANDER D. BOMMARITO (P62704)
Attorney for Defendants
180 E. Washington Road
P.O. Box 189
Freeland, Michigan 48623
Telephone: 989-573-5300

AFFIDAVIT OF KIM MEAD

STATE OF MICHIGAN)

ss.

COUNTY OF BAY)

I, KIM MEAD, being first duly sworn, deposes and says as follows:

1. That I am the Court Administrator of the 18th Circuit Court for the County of Bay, State of Michigan.

2. That this Affidavit is based upon my personal knowledge.
3. That if sworn as a witness, I can testify competently to the facts stated herein.
4. That I have been employed as the Bay County Circuit Court Administrator since December 2004.
5. That my position is that of an at-will employee, who serves at the discretion of the 18th Circuit Court and its Chief Judge.
6. That I manage the day to day operations of the Court, and my duties include, staffing of the 18th Circuit Court as well as the 74th District Court and the Probate Court, budgeting for all the Courts in Bay County, docket management, jury management, and developing and implementing policies and procedures for all Court staff.
7. That the Deputy Circuit Court Clerks are hired by the Circuit Court Administrator, and are part of the 18th Circuit Court budget on an annual basis.
8. That the Deputy Circuit Court Clerks work at the courthouse with the Circuit Court Administrator in processing Circuit Court records and are part of a separate collective bargaining agreement and a different union than those employees directly employed by the County Clerk.
9. That pursuant to Local Administrative Order 2007-14, regrading adoption of a Family Court Plan, the Deputy Circuit Clerks are located in the courthouse under the day to day supervision of the Circuit Court Administrator.
10. That at no time since the implementation of Local Administrative Order 2007-14 has the County Clerk objected to the operation of this plan.
11. That I have no authority to grant or deny any request by the County Clerk to "utilize and share" Deputy Circuit Court Clerks to provide "non-circuit court functions".

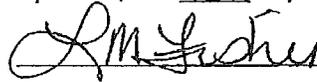
Further, Affiant sayeth not.

Date: October 16, 2015



KIM MEAD, COURT ADMINISTRATOR

Subscribed and sworn before me, a Notary Public, this 16th day of October 2015



, Notary Public

Bay County, Michigan

My commission expires: 4/20/20

Acting in the County of Bay

EXHIBIT "B"

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF BAY

CYNTHIA A. LUCZAK, BAY COUNTY
CLERK in HER capacity as an elected official,

Case No. 15-3583-AW (KS)

Plaintiff,

HON. PAUL H. CHAMBERLAIN
(P31682)

-vs-

THOMAS L. HICKNER, BAY COUNTY
EXECUTIVE, in his capacity as an elected
official; BAY COUNTY BOARD OF
COMMISSIONERS, the governing body
for the County of Bay; and KIM MEAD,
BAY COUNTY CIRCUIT COURT
ADMINISTRATOR,

Defendants.

CLARK HILL, PLC

BY: MATTHEW T. SMITH (P46754)
JOSEPH W. COLAIANNE (P47404)

Attorneys for Plaintiff
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Lansing, Michigan 48906
Telephone: 517-318-3100

BOMMARITO LAW OFFICES, PLLC

BY: ALEXANDER D. BOMMARITO (P62704)

Attorney for Defendants
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P.O. Box 189
Freeland, Michigan 48623
Telephone: 989-573-5300

AFFIDAVIT OF TIM QUINN

STATE OF MICHIGAN)

ss.

COUNTY OF BAY)

I, TIM QUINN, being first duly sworn, deposes and says as follows:

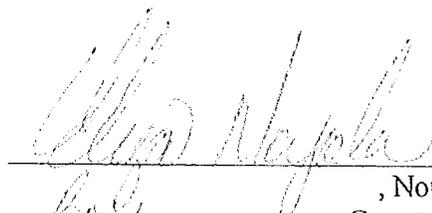
1. That I am the Personnel and Employee Relations Director for the County of Bay, State of Michigan.
2. That this Affidavit is based upon my personal knowledge.
3. That if sworn as a witness, I can testify competently to the facts stated herein.
4. That there are 12 separate collective bargaining units within the County of Bay, State of Michigan.
5. That the Deputy Circuit Court Clerks employed at the Bay County Courthouse are represented by the Governmental Employees Labor Council, and are governed by the collective bargaining agreement attached hereto as **Exhibit 1**.
6. That the Deputy County Clerks employed at the County Clerk's Office within the Bay County Building are members of the United Steel Workers Union, and are governed by the collective bargaining agreement attached hereto as **Exhibit 2**.
7. That should an employee from the Deputy Circuit Court Clerks position be required to work in the County Clerk's Office, this would constitute a violation of the collective bargaining agreement of the County Clerk Office employees though the United Steel Workers Union, likely resulting in a grievance or other complaint by employees and/or their union representation.

Further, Affiant sayeth not.



TIM QUINN

Subscribed and sworn to before me, a Notary Public, this 11/04 day of October, 2015.



_____, Notary Public
 Bay County, Michigan
 My commission expires: 11/11/2018
 Acting in the County of: Bay

EXHIBIT 1

ORIGINAL FOR EXECUTION
9/19/2014

AGREEMENT

Between

THE EIGHTEENTH JUDICIAL CIRCUIT COURT

and

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

Effective: January 1, 2014 - December 31, 2016

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
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 Nonbargaining 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	14
Section 9.4	Voluntary Time Off	15
Section 9.5	Furlough Hours/Days	15
Hours of Work		16
Section 10.0	Normal Workweek and Workday	16
Section 10.1	Workweek and Workday Definitions	16
Section 10.2	Scheduling	17
Section 10.3	Overtime	17
Section 10.4	Premium Pay	17
Section 10.5	No Duplication or Pyramiding of Premium Rates	18
Section 10.6	Lunch Period	18
Section 10.7	Rest Periods	18
Section 10.8	Excess/Exchange Time	18
Leaves of Absence		19
Section 11.0	Procedure for Requesting Leaves	19
Section 11.1	Purpose of Leaves	19
Section 11.2	Early Returns from Leave	20
Section 11.3	Active Military Leave	20
Section 11.4	Bereavement Leave of Absence	20
Section 11.5	Jury Duty	21
Section 11.6	Maternity Leave	21
Section 11.7	Medical Certificates and Examinations	21
Section 11.8	Personal Days	22
Section 11.9	Personal Leave	23
Section 11.10	Sick Time Benefits	23
Section 11.11	Unpaid Leave	25

Section 11.12	Reserve Training Leave	25
Section 11.13	Union Business Leave	25
Section 11.14	Family and Medical Leave Act	25
Holidays		26
Section 12.0	Holiday Eligibility	26
Section 12.1	Holiday Pay	26
Section 12.2	Holiday Celebration	27
Vacations		27
Section 13.0	Vacation Benefit	27
Section 13.1	Vacation Eligibility	27
Section 13.2	New Hires	27
Section 13.3	Vacation Scheduling	28
Section 13.4	Vacation Basis	28
Section 13.5	Benefit on Termination	28
Section 13.6	Use of Leave Time in One-Half Hour or More Increments	29
Section 13.7	Use of Vacation Time at the End of the Year	29
Insurance		29
Section 14.0	Hospitalization Insurance Options	29
Section 14.1	Sickness and Accident Insurance	32
Section 14.2	Term Life Insurance	34
Section 14.3	Selection of Insurance Carriers	34
Section 14.4	Provisions of Insurance and Pension Plans	34
Pension		34
Section 15.0	Retirement Plan	34
Section 15.1	Retiree Health Care/Tiered Plan for Payment of Retiree Health Insurance	35
Section 15.2	Schedule for Retiree Health Insurance for Employees	36
Compensation		37
Section 16.0	Classifications	37
Section 16.1	Wage Rates for 2006	39
Section 16.2	Wage Rates for 2007	40
Section 16.3	Wage Rates for 2008	40
Section 16.3a	Wage Rates for 2008 through 2011	41
Section 16.3b	Wage Rates for 2012 through 2013	42
Section 16.3c	Wage Rates effective January 1, 2014 through December 31, 2016	43
Section 16.4	Advancement Within Pay Grades	43
Section 16.5	Temporary Assignments	43

Section 16.6	Reclassification Procedure	44
Miscellaneous		44
Section 17.0	Address Changes	44
Section 17.1	Amendment of Agreement	45
Section 17.2	Captions	45
Section 17.3	Gender	45
Section 17.4	Mileage	45
Section 17.5	New Classifications	45
Section 17.6	Outside Employment	45
Section 17.7	Record-Keeping	45
Section 17.8	Separability	45
Section 17.9	Tuition Reimbursement	46
Section 17.10	Union Bulletin Board	46
Section 17.11	Witness Appearance	46
Scope of Agreement		47
Section 18.0	Waiver	47
Duration		47
Section 19.0	Termination	47
Vacation Chart Attachment A		49
Letter of Understanding regarding F.L.S.A.		50
Letter of Understanding regarding Leanne Lindenberg		51
Letter of Understanding regarding Medical Support Enforcement		52
Letter of Understanding regarding PTO		53

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 2014, by and between THE EIGHTEENTH JUDICIAL CIRCUIT COURT (hereinafter referred to as the "Employer") and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL (hereinafter referred to as the "Union").

RECOGNITION

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

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

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

REPRESENTATION

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

representatives at Step 3 of the Grievance Procedure. The Union shall, in advance, furnish the Employer in writing with the names of its Collective Bargaining Committee members. Employee members of the Collective Bargaining Committee shall be compensated at their straight time rate of pay for all time actually lost from work during collective bargaining negotiations with the Employer and for time actually lost from work during meetings with the Employer at Step 4 of the Grievance Procedure.

Section 2.1. Unit Chairperson.

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

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

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

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

Section 2.2. Identification of Union Representatives. The Union will furnish the Employer in writing with the names of all officials of the Union responsible for administering this 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. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty (30) days after the execution of this Agreement or thirty (30) days following the beginning of their employment, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or, in the alternative, pay to the Union a service fee equal to their fair share of the costs of initiation fees uniformly required of all Union members or, in the alternative, pay to the Union a service fee equal to their fair share of the costs of negotiating and administering this Agreement but which shall not exceed the Union's periodic monthly dues. For purposes of this Section, service fees shall not include initiation fees or special assessments of any kind.

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

(d) A properly executed copy of the written authorization form for each employee for whom Union periodic membership dues and initiation fees or the service fee equivalent to the periodic monthly dues uniformly required of all Union members are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.

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

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

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

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

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

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

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

MANAGEMENT RIGHTS

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

the rules and orders of the Michigan Supreme Court or any other supervising or superior Court, or any other national, state, county, district, or local law or regulation as they pertain to the Court.

GRIEVANCE PROCEDURE

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

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

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

Administrator's Office/Court Clerks: Court Administrator

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

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

and return it to the Unit Chairperson, or the employee involved, within three (3) calendar days following the meeting with the Employer's representative at this Step.

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

Section 5.2. Expedited Disciplinary Grievances.

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

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

Section 5.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time, or fails to advance

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

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

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

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

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

DISCIPLINE

Section 6.0. Discipline. The Union acknowledges that under the Constitutions of the United States and the State of Michigan, the laws of the State of Michigan, and the Judicial rules and orders of the Michigan Supreme Court, the Eighteenth Judicial Circuit Court is responsible for the fair, impartial, and swift administration of the system of justice for all cases coming within its jurisdiction. Therefore, the Union acknowledges that the Employer has reserved the

unqualified and unlimited right to discharge, suspend, and discipline employees for any reason whatsoever and the exclusive remedy for any such action shall be the Grievance Procedure.

NO STRIKE - NO LOCKOUT

Section 7.0. No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this 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 nonprobationary employees covered by this Agreement shall continue to accumulate seniority while on leaves of absence or layoffs of fourteen (14) calendar days or less.

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

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

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

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

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

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

(a) If he or she quits or retires;

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

- (b) If he or she is terminated or discharged;
- (c) If he or she is absent from work for three (3) consecutive working days, unless an acceptable excuse is presented;
- (d) If he or she fails for three (3) consecutive working days to notify the Employer that he will not be reporting for work, unless an acceptable excuse is presented;
- (e) If he or she fails to return on the required date following an approved leave of absence, vacation, or disciplinary layoff, unless an acceptable excuse is presented;
- (f) If he or she fails to report for work within ten (10) working days following notification of recall by certified mail, return receipt requested, sent to his or her last known address;
- (g) If he or she fails to inform the Employer within seven (7) working days following receipt of notification of recall that he or she intends to return to work for the Employer;
- (h) If he or she makes an intentionally false and material statement on his or her employment application or on an application for leave of absence;
- (i) If he or she has less than five (5) years' seniority at the time of layoff and has been on layoff status for a period of one (1) year;
- (j) If he or she has five (5) or more years' seniority at the time of layoff and has been on layoff status for a period of two (2) years;
- (k) (The changes from the prior contract shall take effect after the contract is executed by the parties in 2004). If he or she has been on a leave of absence, including a sick or workers' compensation leave, for a period of twelve (12) months; and
- (l) If he or she is convicted or pleads guilty or no contest to a felony, or to a non-traffic misdemeanor which misdemeanor results in jail time.

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

nonbargaining unit position. During the first (1st) six (6) months immediately following an employee's transfer or promotion to a nonbargaining unit position, the Employer may demote the employee to his or her former classification or the employee may request in writing to be relieved of his or her new position and he shall then be returned to his or her former classification. The Employer reserves the right to determine all conditions of employment for nonbargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his or her seniority shall be reinstated upon the date of his or her return and he shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of two (2) years, his or her bargaining unit seniority shall be canceled and he shall no longer be permitted to return to the bargaining unit with seniority.

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

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

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

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

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

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

LAYOFF AND RECALL

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

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

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

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

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

Section 9.3. Notification of Recall. Notification of recall shall be by personal contact, telephone call, or written communication, any of which shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

to the Unit Chairperson or his or her alternate. The notice shall set forth the date the recalled employee is expected to return to work.

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

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

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

(c) **Sickness and Accident Insurance:** Prior to the 31st day of verified disability due to accidental bodily injury or hospitalization or due to illness, the employee may choose to utilize Voluntary time off after all earned sick leave has been utilized prior to receiving the sickness and accident payments.

VTO will not affect seniority or benefit accumulation.

This section expires 12/28/2016.

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

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

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

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

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

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

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

This section expires 12/28/2016.

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 re-

serves the right to reduce the number of hours per workday or per workweek if operating or economic conditions warrant.

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

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

Section 10.4. Premium Pay.

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

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

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

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

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

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

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

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

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

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

LEAVES OF ABSENCE

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

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

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

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

Section 11.4. Bereavement Leave of Absence.

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

- Current spouse
- Parents (natural, including the current spouse of an employee's natural parents)
- Children (natural)
- Brother (including half-brother)
- Sister (including half-sister)
- Natural children of the employee's current spouse living with the employee
- Grandparents (natural)
- Grandchildren (natural)
- Current spouse of employee's natural children
- Natural parents of employee's current spouse

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

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

(c) In the Chief Judge's sole discretion, a nonprobationary employee may be granted up to an additional two (2) days paid leave of absence, for a total of five (5) days, to attend to

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

matters involving the death of the employee's current spouse or natural children, provided the employee attends the funeral.

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

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

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

Section 11.7. Medical Certificates and Examinations.

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

leave, the Employer reserves the right to have a supervisor or other representative call at the employee's home to verify the case and make a complete report. Falsification of the proof of illness from a qualified medical practitioner or falsely reporting or setting forth the reasons for the absence shall constitute cause for discipline, up to and including discharge.

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

Section 11.8. Personal Days.

(a) All full time employees covered by this Agreement shall be permitted five (5) personal days with pay each calendar year once they have completed one (1) year's service. Effective as soon as can be administratively arranged following execution of this Agreement, all full time employees who have completed ten (10) years of service will be granted one (1) additional paid personal day for calendar year 1988. Commencing with calendar year 1989, all full time employees who have completed at least ten (10) years of service shall be permitted six (6) paid personal days each calendar year and all full time employees who have completed fifteen (15) or more years of service shall be permitted seven (7) paid personal days each calendar year.

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

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

(c) All requests for a personal day must be made to the employee's immediate supervisor twenty-three (23) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. A request

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

for a personal day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer.

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

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

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

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

(h) Each employee covered by this agreement shall be entitled to three Personal Holidays for each year of the this agreement in addition to the other time off provisions of this Section 11. Such Holidays shall be administered in the same manner as Personal Days, Section 8 (a) through (f) except these days must be taken off by December 31 of each year, or they shall be forfeited. In no event shall any employee be paid overtime for working on a previously scheduled Personal Holiday. Employees may elect to add three additional personal days, providing they 1) apply to do so no later than March 1 of each year and 2) are approved in writing by their supervisor. Failure of the supervisor to approve such application shall not be subject to the grievance procedure. In the event that the employee fails to apply or the supervisor does not approve the extra three days, employees shall be paid a lump sum payment of 1% of the gross wages for the prior year. Such payment shall be paid no later than the end of the third quarter.

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

forty (40) hours per year. Employees shall receive sick time benefit on January 1st 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.

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

(c) Upon termination of employment by retirement or death, an employee (or employee's estate) will be paid for one half ($\frac{1}{2}$) 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 ($\frac{1}{2}$) of accumulated sick leave, not to exceed \$3,500.

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

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

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

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

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

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

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

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

Section 11.13. Union Business Leave.

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

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

Section 11.14. Family and Medical Leave Act. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision

contained in this contract is superseded by the Family and Medical Leave Act.

HOLIDAYS

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

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

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

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

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

Christmas Day
December 31

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

VACATIONS

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

See attached Table (Attachment A).

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

Section 13.2. New Hires. Vacation shall accrue from date of employment.

Full-time employees who fail to qualify for a vacation benefits on the first (1st) January 1 determination date following their date of hire shall receive a vacation with partial vacation pay benefits on the January 1 determination date which fall within his or her first year of employment.

An employee eligible for vacation pay benefits under this Section shall receive full or partial vacation benefits on the basis that the relationship his or her straight time hours actually worked bears to 1,440, provided he or she works a minimum of 288 hours in his or her first (1st)

year of employment.

Example: Employee hired in July of 2012 will receive a pro-rata vacation benefit on January 1, 2013. Employee will receive full vacation benefit of 80 hours on January 1, 2014, provided they have worked the requisite and qualifying number of hours as set forth in this agreement. Employee will receive 8 additional vacation hours in July of 2014 and so on and so forth on their anniversary date (per Attachment A).

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

termination is other than for cause. The combination of pro rata vacation pay benefits and unused and accumulated vacation pay benefits shall in no event exceed thirty (30) days.

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

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

- (a) The employee must submit a written request by October 15.
- (b) If the employee submitting the request for that time took the same vacation time off the prior year, the employee in the same job assignment who did not take that vacation time shall be permitted to do so (by seniority) if he/she submits a request by October 15.
- (c) Job assignment is defined as: Receptionist/Clerical Assistant, Court Administrative Aides, Circuit Court Clerks, Interstate Enforcement Case Manager, Medical Enforcement Case Manager, Support Modification Specialist, Enforcement Analyst, Account Analyst, Financial Technician, Departmental Clerk, Secretary to Family Evaluators, Senior Enforcement Case Manager, Senior Enforcement Specialist, Account/Case Specialist and Financial Manager/Systems Analyst.
- (d) The intent of the above is to rotate Christmas and New Year's vacation time for employees in the same job assignments if two or more employees in the same job assignment submit a vacation request by October 15. All vacation time must be approved by the Employer.
- (e) Employees who do not submit their request by October 15 for the above time, shall have vacation determined by the procedure outlined in Section 13.3.

INSURANCE

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

- Benefits prior to this agreement required that a mammography be covered one per calendar year, no age restrictions at 80% after deductible. Eliminates the deductible and percent co-pay requirements from screening mammography services provided by PPO network providers.
- Benefits prior to this agreement did not cover adult immunizations, only childhood immunizations up to the age of 16. Adds adult immunizations approved by BCBS under this additional benefit rider as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics when provided by participating provider.
- Benefits prior to this agreement for preventive care services were subject to a \$250 maximum (cap) per member per calendar year. Eliminates the cap, so that all preventive services as dictated by the BCBS coverage become covered at 100% up to the plan limits without a cap on the maximum dollars spent in this category.

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

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

(b). Prescription Drug Plan.

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

Covered OTC (over the counter) drugs (with Doctor's prescription)	\$0
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EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

Generics	\$0 - \$10
Name Brand- Preferred	\$30
Name Brand – Non-Preferred	\$50
Bio-Tech (over \$1000 and injectable)	\$100 minimum, \$200 Maximum Plus relinquishment of any coupons issued.

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

(c). Incentive Program for Cost Reduction.

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

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

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

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

2014: In the event that the rate of increase of the cost of the prescription drug plan for 2014 is less than 6.5% of the prescription drug plan cost for 2013, all of the savings below that

amount shall be equally divided among all employees enrolled in the plan as of January 1, 2015.

2015: In the event that the rate of increase of the cost of the prescription drug plan for 2015 is less than 3.25% of the prescription drug plan cost for 2014, all of the savings below that amount shall be equally divided among all employees enrollment in the plan as of January 1, 2016.

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

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

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

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

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

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

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

Section 14.1. Sickness and Accident Insurance. The Employer shall provide a sickness and accident insurance program for those eligible employees who have completed three hundred sixty five (365) calendar days of employment with the Employer. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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. These benefits shall be payable to eligible employees from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eighth (8th) day of disability due to sickness except as changed upon the following dates:

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

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

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

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

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

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

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

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

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

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

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

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

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

PENSION

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

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

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

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

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

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

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

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

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

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
 TERMINATION: DECEMBER 31, 2016

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
35	85%	50%
36	85%	50%
37	85%	50%
38	85%	50%
39	85%	50%
40	85%	50%

COMPENSATION

Section 16.0. Classifications.

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

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

(b) Effective July 1, 1988, pay grade T-04 shall be eliminated. The Receptionist-Clerk position will be reclassified from former pay grade T-04 to pay grade T-05. In addition, the positions of Computer Operator and Typist Clerk II will be reclassified from pay grade T-05 to pay grade T-06. The reclassified employees will retain their current Step in this movement.

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

Thereafter, for purposes of the wage rates set forth in this Agreement, the classifications listed below shall be placed into the Employer's pay grade plan as follows:

<u>Pay Grade</u>	<u>Classifications</u>
T-05	Receptionist-Clerk
T-06	Computer Operator Typist Clerk II Circuit Court Clerk Court Administrative Aide Support Investigator Secretary
T-07	Friend of the Court Investigator Stenographer Support Modification Specialist
T-08	Support Enforcement Coordinator Accounts and Computer Operations Coordinator

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

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

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

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

<u>Pay Grade</u>	<u>Classifications</u>
TC/TF 05	Receptionist/Clerical Assistant

EIGHTEENTH JUDICIAL CIRCUIT COURT
 TERMINATION: DECEMBER 31, 2016

TC/TF 06	Account Analyst Departmental Clerk Enforcement Analyst Financial Technician
TC/TF 07	Account/Case Specialist Interstate Child Support Case Manager Medical Enforcement Case Manager Secretary - Family Evaluators & Asst. FOC Support Modification Specialist
TC/TF 08	Senior Enforcement Case Manager Senior Enforcement Specialist Senior Financial Case Manager
TC/TF 09	Child Support Systems Manager

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

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

For employees hired ON OR BEFORE November 11, 1991

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

For employees hired AFTER November 11, 1991

Pay Grade	Start	(Step 1)	(Step 2)	(Step 3)
		After 9 Months	After 24 Months	After 36 Months
T-05	10.63	11.38	12.79	13.55

EIGHTEENTH JUDICIAL CIRCUIT COURT
 TERMINATION: DECEMBER 31, 2016

T-06	11.65	12.40	13.95	14.78
T-07	12.92	13.84	15.57	16.47
T-08	14.35	15.37	17.30	18.38
T-09	16.01	17.09	19.33	20.49

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

For employees hired ON OR BEFORE November 11, 1991

Pay Grade	Start	(Step 1)	(Step 2)	(Step 3)
		After 9 Months	After 24 Months	After 36 Months
T-05	11.46	12.28	13.05	13.82
T-06	12.55	13.37	14.23	15.08
T-07	13.94	14.93	15.88	16.80
T-08	15.47	16.58	17.65	18.75
T-09	17.27	18.42	19.72	20.90

For employees hired AFTER November 11, 1991

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

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

For employees hired ON OR BEFORE November 11, 1991

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

For employees hired AFTER November 11, 1991

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

Section 16.3a. Wage Rates for 2008 through 2011.

The wages for all employees are listed in the County's Wage and Salary Program according to the wage schedules listed above. Except as modified by other transactions in this Section 16 that impact wages, and all wages shall be frozen at the levels in Section 16.3, "Wage Rates for 2008" for the duration of this agreement. It is not the intent of this Section to modify or eliminate step increases.

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

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

- BCAMPS
- USW (FT or PT)
- Nurses
- Probate
- District Court
- Board of Commissioners
- Non-represented
- 911 Dispatchers
- Corrections/Jail Deputies (FT or PT)
- District Court - (GELC will agree to the District Court unit base salary being raised to the Circuit Court base salary, GELC will received an increase in retirement multiplier equal to District Court.

EIGHTEENTH JUDICIAL CIRCUIT COURT
 TERMINATION: DECEMBER 31, 2016

Section 16.3b. Wage Rates for 2012 - 2013.

For employees hired ON OR BEFORE November 11, 1991

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

For employees hired AFTER November 11, 1991

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

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

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

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

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

In lieu of receiving a lump sum in each year of this contract, as described above, employees may request an additional three days off, providing their supervisor agrees. Such applications

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

must be submitted no later than March 1 of each contract year. Failure of the supervisor to approve the application for any reason or no reason shall not be a basis for a grievance.

Section 16.3c. Wage Rates effective January 1, 2014 through December 31, 2016.

	<u>3% increase effective 1/1/2014</u>			
	Hire	9 Month	2 Year	3 Year
TF05	\$11.39	\$12.20	\$13.71	\$14.52
TF06	\$12.48	\$13.29	\$14.95	\$15.84
TF07	\$13.84	\$14.83	\$16.69	\$17.65
TF08	\$15.38	\$16.47	\$18.54	\$19.70
TF09	\$17.16	\$18.31	\$20.71	\$21.96

Section 16.4. Advancement Within Pay Grades.

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

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

(c) Employees who are awarded a position pursuant to Section 8.7 with a higher-rated maximum pay rate than their current classification shall initially be placed at the earliest Step in the new pay grade which will result in an increase in pay. Any future advancements within the employee's wage band will be governed by the provisions of subsections (a) and (b) of this Section, provided further, however, their "anniversary date of hire" shall be the date of their initial entry into the new classification unless adjusted in accordance with Section 8.2.

Section 16.5. Temporary Assignments. (The following changes will take effect after the contract is executed by the parties in 2004). Employees who are temporarily assigned to a higher-rated

classification for a period in excess of fourteen (14) consecutive calendar days shall, thereafter, be paid at the earliest step in the higher-rated classification which will result in an increase in pay. The employee will be notified in writing by the Employer of the assignment.

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

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

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

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

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

MISCELLANEOUS

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

EIGHTEENTH JUDICIAL CIRCUIT COURT
TERMINATION: DECEMBER 31, 2016

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

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

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

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

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

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

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

Section 17.8. Separability. If any Section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the 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 for employees with at least one (1) year of continuous service with the Employer for taking courses related to their employment, provided such courses are not otherwise funded by a Federal or State grant or program. All courses must be approved in writing by the Chief Judge as pertinent to and related to the employee's work. Reimbursement will be made upon proof of expenditures and certification that the course has been successfully completed. Approval of a particular course or the taking of a course by an employee shall not be automatic and such approval is a matter reserved solely to the discretion of the Chief Judge.

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

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

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

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

SCOPE OF AGREEMENT

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

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

DURATION

Section 19.0. Termination. This Agreement shall become effective as of January 1, 2014, unless otherwise provided, and shall remain in force until 11:59 p.m., December 31, 2016, 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.

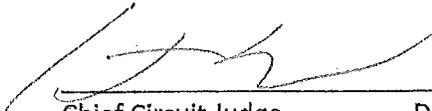
The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Chief Judge of the Eighteenth Judicial Circuit Court at the Bay County Building, Bay City, Michigan. The written notice referred to in this Section shall be considered 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, 2016

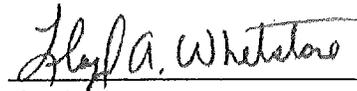
IN WITNESS WHEREOF the parties hereunto set their hands and seals below.

THE EIGHTEENTH JUDICIAL
CIRCUIT COURT

GOVERNMENTAL EMPLOYEES LABOR COUNCIL



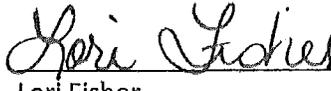
Chief Circuit Judge Date



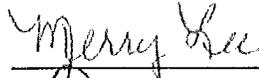
Lloyd Whetstone Date



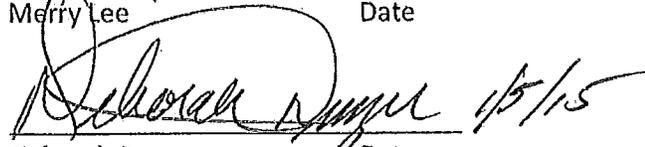
Ernie Krygier, Date
Chairman of the Board



Lori Fisher Date



Merry Lee Date



Deborah Dwyer Date

EIGHTEENTH JUDICIAL CIRCUIT COURT
 TERMINATION: DECEMBER 31, 2016

ATTACHMENT A

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

SECTION 13.0 VACATION

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

LETTER OF UNDERSTANDING

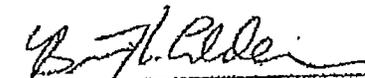
Between BAY COUNTY 18TH JUDICIAL CIRCUIT COURT and
GOVERNMENTAL EMPLOYEES LABOR COUNCIL

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

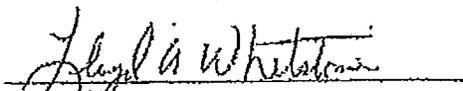
The Union and the Employer agree to follow the rules put forth in the Fair Labor Standards
Act as amended August 23, 2004, if there is any conflict between F.L.S.A. and this contract the
F.L.S.A. Rules will supercede.

18TH JUDICIAL CIRCUIT COURT


Chief Circuit Judge


Chairman of the Board

GOVERNMENTAL EMPLOYEES LABOR
COUNCIL


Lloyd Whetstone


Anne Studnarz


Laura Shelagowski

APPROVED AS TO LEGAL FORM ONLY


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

LETTER OF UNDERSTANDING

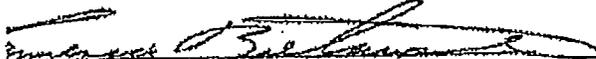
Between BAY COUNTY 18TH JUDICIAL CIRCUIT COURT and
THE UNITED STEELWORKERS OF AMERICA

This LETTER OF UNDERSTANDING is entered into this 28th day of
NOV., 2000, between the UNITED STEELWORKERS OF AMERICA ("Union")
and the BAY COUNTY 18TH JUDICIAL CIRCUIT COURT ("Employer").

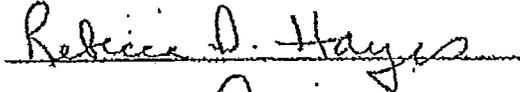
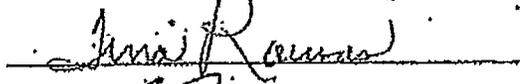
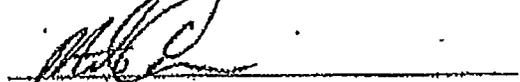
The Union and Employer agree as follows:

1. LeAnn Lindenbergh shall be removed from the bargaining unit effective upon ratification by the parties and approval by the Board of Commissioners and she shall be a supervisor.
2. That all other terms and conditions noted in this collective bargaining unit contract shall remain as is except as noted above.

18TH JUDICIAL CIRCUIT COURT


Chief Judge Lawrence Bielawski

UNITED STEELWORKERS OF AMERICA

LETTER OF UNDERSTANDING

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

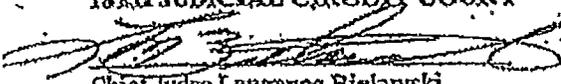
This LETTER OF UNDERSTANDING is entered into this 5th Day of June, 2001,
between the UNITED STEELWORKERS OF AMERICA ("Union") and the BAY COUNTY
18TH JUDICIAL CIRCUIT COURT ("Employer").

The Union and Employer agree as follows:

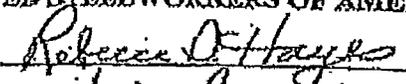
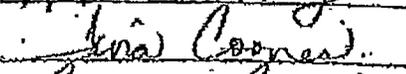
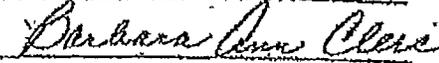
A unit clarification within the Circuit Court Collective Bargaining Unit which resulted
adding a new classification of Medical Support Enforcement Specialist position; with the
following provisions:

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

18TH JUDICIAL CIRCUIT COURT


Chief Judge Lawrence Bielawski

UNITED STEELWORKERS OF AMERICA

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

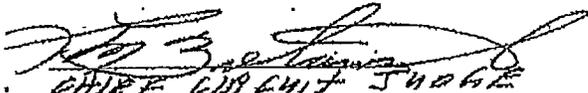
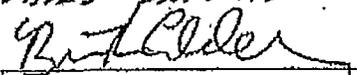
WHEREAS, the parties have entered into a collective bargaining contract which is due to expire on December 31, 2008; and

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

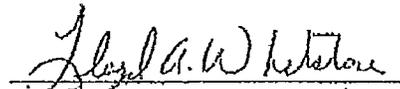
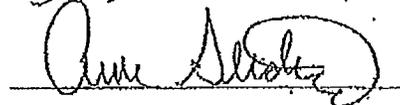
THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. The parties agree to meet periodically, prior to the expiration of this contract on December 31, 2008, in order to attempt to reach a mutual agreement to convert sick, personal and vacation time to PTO. The parties agree to meet at the request of the employer at a date and time mutually agreeable to the parties to attempt to negotiate conversion to PTO.
2. It is agreed to by the parties that there shall be no requirement to reach an agreement on PTO, but it is the desire of both parties to attempt to do so. In the event that there is a failure to reach an agreement prior to the expiration of this contract on December 31, 2008, this Letter of Understanding shall be null and void.
3. Agreement subject to ratification by both parties.

For the County of Bay:

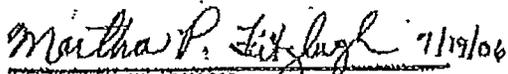

CHIEF CIRCUIT JUDGE


For the Union:


APPROVED AS TO LEGAL FORM ONLY

04poll20100110 PTO.sxpl


7/19/06
MARTHA P. FITZHUGH

INDEX

<u>Caption</u>	<u>Section</u>	<u>Page</u>
Active Military Leave	11.3	20
Address Changes	17.0	44
Advancement Within Pay Grades	16.4	43
Agency Shop	3.0	3
Amendment of Agreement	17.1	45
Benefit on Termination	13.5	28
Bereavement Leave of Absence	11.4	20
Captions	17.2	45
Classifications	16.0	37
Collective Bargaining Committee	2.0	1
Collective Bargaining Unit	1.0	1
COMPENSATION		37
Definition of Grievance	5.0	6
Definition of Seniority	8.0	9
DISCIPLINE		8
Discipline	6.0	8
DURATION		47
Early Returns from Leave	11.2	20
Excess/Exchange Time	10.8	18
Expedited Disciplinary Grievances	5.2	7
Family and Medical Leave Act	11.14	25
Furlough Hours/Days	9.5	15
Gender	17.3	45
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
Grievance Settlements	5.5	8
Hold Harmless	3.3	5
Holiday Celebration	12.2	27
Holiday Eligibility	12.0	26
Holiday Pay	12.1	26

HOLIDAYS		26
Hospitalization Insurance Options	14.0	29
HOURS OF WORK		16
Identification of Union Representatives	2.2	3
INSURANCE		29
Jury Duty	11.5	21
LAYOFF AND RECALL		14
Layoff Procedure	9.0	14
LEAVES OF ABSENCE		19
Letter of Understanding regarding F.L.S.A.		50
Letter of Understanding regarding Leanne Lindenberg		51
Letter of Understanding regarding Medical Support Enforcement		52
Letter of Understanding regarding P.T.O.		53
Loss of Seniority	8.3	10
Lost Time	5.7	8
Lunch Period	10.6	18
MANAGEMENT RIGHTS		5
Maternity Leave	11.6	21
Medical Certificates and Examinations	11.7	21
Mileage	17.4	45
MISCELLANEOUS		44
New Classifications	17.5	45
New Hires	13.2	27
No Duplication or Pyramiding of Premium Rates	10.5	18
No Lockout	7.2	9
NO STRIKE - NO LOCKOUT		9
No Strike Pledge	7.0	9
Normal Workweek and Workday	10.0	16
Notification of Layoff	9.1	14
Notification of Recall	9.3	14
Outside Employment	17.6	45
Overtime	10.3	17
Payroll Deduction for Union Dues or Service Fees	3.2	3
Penalty	7.1	9
PENSION		34
Personal Days	11.8	22
Personal Leave	11.9	23

Premium Pay	10.4	17
Probationary Period	8.1	9
Procedure for Requesting Leaves	11.0	19
Promotional Advancements	8.7	12
Provisions of Insurance and Pension Plans	14.4	34
Purpose of Leaves	11.1	19
Recall	9.2	14
Reclassification Procedure	16.6	44
RECOGNITION		1
Record-Keeping	17.7	45
REPRESENTATION		1
Reserve Training Leave	11.12	25
Rest Periods	10.7	18
Retiree Health Care/Tiered Plan for Payment of Retiree Health Insurance	15.1	35
Retirement Plan	15.0	34
Rights	4.0	5
Schedule for Retiree Health Insurance for Employees	15.2	36
Scheduling	10.2	17
SCOPE OF AGREEMENT		47
Selection of Insurance Carriers	14.3	34
SENIORITY		9
Seniority and Benefit Accumulation	8.2	10
Seniority List	8.5	12
Separability	17.8	45
Sick Time Benefits	11.10	23
Sickness and Accident Insurance	14.1	32
Super-Seniority	8.6	12
Temporary Assignments	16.3	40
Term Life Insurance	14.2	34
Termination	19.0	47
Time Computation	5.4	8
Time Limitations	5.3	7
Transfer to Nonbargaining Unit Position	8.4	11
Tuition Reimbursement	17.9	46
Union Bulletin Board	17.10	46
Union Business Leave	11.13	20
Union Membership	3.1	3
UNION SECURITY		3
Unit Chairperson	2.1	2
Unpaid Leave	11.11	25

Use of Vacation Time at the End of the Year	13.7	29
Use of Leave Time in One Half Hour or More Increments	13.6	29
Vacation Basis	13.4	28
Vacation Benefit	13.0	27
Vacation Chart (Attachment A)		49
Vacation Eligibility	13.1	27
Vacation Scheduling	13.3	28
VACATIONS		27
Voluntary Time Off	9.4	15
Wage Rates effective January 1, 2014 through December 31, 2016	16.3c	43
Wage Rates for 2006	16.1	39
Wage Rates for 2007	16.2	40
Wage Rates for 2008	16.3	40
Wage Rates for 2008 through 2011	16.3a	41
Wage Rates for 2012 through 2013	16.3b	42
Waiver	18.0	47
Witness Appearance	17.11	46
Workweek and Workday Definitions	10.1	16

EXHIBIT 2

ORIGINAL FOR EXECUTION
AUGUST 19, 2014

AGREEMENT

BETWEEN

BAY COUNTY

AND

THE UNITED STEELWORKERS

LOCAL NO. 15157-10, (FULL-TIME) COUNTY UNIT

January 1, 2014 through December 31, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	PREAMBLE AND TERM OF AGREEMENT	1
	Section 1 Parties	1
	Section 2 Effective Dates	1
	Section 3 Negotiations	1
2	RECOGNITION	1
	Section 1 Recognition	1
	Section 2 Bargaining Unit	2
	Section 3 Full-Time Employee	2
	Section 4 Exclusions	2
	Section 5 Probationary Employees	2
3	UNION SECURITY	2
	Section 1 Non-Interference	2
	Section 2 Membership	2
	Section 3 Equal Representation	2
	Section 4 Union Dues or Union Representation Fees	3
	Section 5 Deductions	3
	Section 6 Continued Employment	4
	Section 7 Hold Harmless and Indemnification	4
	Section 8 Stewards and Alternate Stewards	4
	Section 9 Grievance Processing	4
	Section 10 Union Business	5
4	MANAGEMENT RIGHTS	5
	Section 1 Management Rights	5
	Section 2 Suspension of Agreement	5
5	PROHIBITIONS AGAINST STRIKES AND LOCKOUTS	5
	Section 1 Prohibitions	5
	Section 2 Discipline	6
6	NON-DISCRIMINATION	6
	Section 1 Non-Discrimination	6
7	GRIEVANCE PROCEDURE	6
	Section 1 Statement of Purpose	6
	Section 2 Definition of Grievance	6
	Section 3 Procedure	7
	Section 4 Settlement	7
	Section 5 Processing	7
	Section 6 Back Pay	8
	Section 7 Entering or Advancing Out of Order	8
	Section 8 Claims for Back Wages	8
	Section 9 Limitations of the Arbitrator	8

<u>ARTICLE</u>		<u>PAGE</u>
7 (cont)	Section 10 Arbitration Costs	8
	Section 11 Union Representation	8
	Section 12 Election of Remedies	9
8	DISCIPLINARY PROCEDURES	9
	Section 1 Just Cause	9
	Section 2 Types of Disciplinary Action	9
	Section 3 Disciplinary Records	11
	Section 4 Review	11
9	SENIORITY	11
	Section 1 Definition	11
	Section 2 Seniority Lists	12
	Section 3 Loss of Seniority	12
	Section 4 Same Date of Hire	12
	Section 5 New Departments	12
	Section 6 Transfers Outside Bargaining Unit	12
10	LAYOFF AND RECALL	13
	Section 1 Notice of Layoffs	13
	Section 2 Order of Layoffs	13
	Section 3 Bumping Rights	13
	Section 4 Bumping Procedure	14
	Section 5 Preferential Seniority	14
	Section 6 Recall from Layoff	14
	Section 7 Notice of Recall	14
11	VACANCIES	14
	Section 1 Posting	14
	Section 2 Notice	14
	Section 3 Assignment of Job	15
	Section 4 Temporary Assignments	15
	Section 5 Trial Period	15
	Section 6 Vacancies Created by Leaves	15
	Section 7 Return from Leaves	15
12	BULLETIN BOARDS	16
	Section 1 Location and Use	16
	Section 2 Content	16
13	HOURS OF WORK	16
	Section 1 Work Schedules	16
	Section 2 Changing Work Schedules/Shifts	17
	Section 3 Lunch Periods and Rest Periods	17
	Section 4 No Minimum Hours	17

<u>ARTICLE</u>		<u>PAGE</u>
14	PAY PROVISIONS	17
	Section 1 Wages	17
	Section 2 Classification	18
	Section 3 Reclassification	18
	Section 4 Overtime	18
	Section 5 Shift Differential Hours	19
	Section 6 Daylight Savings Time	20
	Section 7 Out of Classification Pay	20
	Section 8 Holiday Pay	20
	Section 9 Emergency Conditions	21
15	LEAVES OF ABSENCE	21
	Section 1 Personal Leave	21
	Section 2 Maternity Leave	21
	Section 3 Union Leave	21
	Section 4 Political Leaves	22
	Section 5 Military Leave	22
	Section 6 Funeral Leave	22
	Section 7 Jury Duty and Witness Leave	23
	Section 8 Procedure for Leaves	23
	Section 9 Family and Medical Leave	24
16	SICK LEAVE	25
	Section 1 Accrual	25
	Section 2 Use	25
	Section 3 Pay or Conversion	26
17	HEALTH AND WELFARE	26
	Section 1 Medical and Hospitalization Insurance	26
	Section 2 Sick and Accident Insurance	32
	Section 3 Unemployment Compensation	33
	Section 4 Workers' Compensation	33
	Section 5 Social Security	33
	Section 6 Retirement	33
	Section 7 Physicals	34
	Section 8 Health Benefits	35
	Section 9 Life Insurance	35
18	VACATION	35
	Section 1 Vacation Accrual and Use	35
	Section 2 Exceptions	36
	Section 3 Communication	36
	Section 4 Termination	36
	Section 5 Merit Days	36
	Section 6 Holidays and Vacations	36
	Section 7 Units	37
	Section 8 Accumulation	37
	Section 9 Reimbursement	37
	Section 10 Scheduling	37

<u>ARTICLE</u>		<u>PAGE</u>
18 (cont)	Section 11 Leaves	37
19	HOLIDAYS	37
	Section 1 Holidays	37
	Section 2 Personal Holidays	38
20	BENEFITS	38
	Section 1 Mileage	38
	Section 2 U.S. Savings Bonds	39
	Section 3 Uniforms and Protective Equipment	39
	Section 4 County Policies	39
	Section 5 Educational Expense	39
	Section 6 Printing of Contracts	40
	Section 7 Uniform Allowance and Upkeep	40
	Section 8 Changes in Benefits	41
21	SEVERABILITY	41
	Section 1 Severability	41
	Section 2 Waiver Provision	41
22	JUVENILE HOME	42
	Section 1 Work Schedules	42
	Section 2 Vacation and Sick Time on Holidays	42
	Section 3 Miscellaneous	43
23	ANIMAL SHELTER	43
	Section 1 Stand-By Hours	43
	Section 2 Pay Provisions	44
	Section 3 Types of Calls to be Answered on Stand-By	44
	Section 4 Operating Rules	44
24	DEFINITIONS	45
25	SUPPLEMENTARY EMPLOYMENT	46
	SALARY SCHEDULE	47

LETTERS OF UNDERSTANDING

ARTICLE 1
PREAMBLE AND TERM OF AGREEMENT

SECTION 1 - PARTIES

This agreement is entered into this 1st day of January, 2014, by and between the County of Bay, including the Bay County Executive, Bay County Board of Commissioners, Bay County Prosecuting Attorney, Bay County Sheriff, Bay County Register of Deeds, Bay County Clerk, Bay County Treasurer, and Bay County Drain Commissioner (hereinafter collectively referred to as the "Employer" or the "County"), and the United Steelworkers, AFL-CIO-CLC, on behalf of the members of Local Union #15157-10, Full-Time, Bay County Unit, as are covered hereunder (hereinafter referred to as the "Union" or the "Employees").

SECTION 2 - EFFECTIVE DATES

This agreement shall become effective on the 1st day of January, 2014, and shall continue in full force and effect through December 31, 2016. In the event that no new agreement is reached upon the expiration date of this agreement, it shall remain in full effect until thirty (30) days after either party has given written notice to terminate the agreement, but subject to the provisions of PA 54 (2011) and PA 152 (2011).

SECTION 3 - NEGOTIATIONS

A. The County and the Union shall each be limited to six (6) representatives for the purpose of collective bargaining. The Union International Representative will not be included in this limitation and shall attend or not attend at his discretion.

B. Members of the Union Bargaining Committee shall not lose any pay for attendance at negotiating sessions if scheduled during normal working hours.

C. Negotiations shall take place at mutually agreeable times. Employees shall return to their work stations after negotiations have ended, provided there is time left in their normally scheduled work period. Employees shall report to work prior to negotiations in the event negotiations are to start subsequent to the start of their normal schedule. Employees must receive the approval of their supervisor if they wish to meet with a Union representative before or after negotiations, if it is during their normal hours of work. The parties pledge their support, to begin contract negotiations in the first half of the year in which the contract expires.

ARTICLE 2
RECOGNITION

SECTION 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for those employees designated as within the bargaining unit.

SECTION 2 - BARGAINING UNIT

The bargaining unit shall be defined as all permanent, full-time County employees who are classified technical, office, or para-professional and are not otherwise excluded.

SECTION 3 - FULL-TIME EMPLOYEE

Any employee who is regularly scheduled to work thirty (30) or more hours per week shall be considered a full-time employee.

SECTION 4 - EXCLUSIONS

Any employee whose regular duties include contact with confidential information, as defined by M.E.R.C. or N.L.R.B. relating to the wages, hours, and working conditions of other employees shall not be considered as members of the bargaining unit.

SECTION 5 - PROBATIONARY EMPLOYEES

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 shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE 3
UNION SECURITY

SECTION 1 - NON-INTERFERENCE

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 2 - MEMBERSHIP

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

SECTION 3 - EQUAL REPRESENTATION

Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under

this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members of the Union.

SECTION 4 - UNION DUES OR UNION REPRESENTATION FEES

The Employer agrees to deduct Union dues or Union representation fees from those employees who have chosen to become union members' to become effective the first payday of the month, following the employee's successful completion of thirty (30) days of employment or thirty (30) days from when the employee becomes a member of the union, whichever is later. The Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the union, for those employees joining the Union, which is payable only once when a new hire completes thirty (30) days of employment.

SECTION 5 - DEDUCTIONS

The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

- A. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All checkoff authorization forms shall be filed with the Personnel Office, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.
- C. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- D. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Personnel Office within fifteen (15) calendar days after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- E. The Union shall provide at least thirty (30) days' written notice to the Personnel Office of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Personnel Office at least thirty (30) days prior to its implementation.

SECTION 6 - CONTINUED EMPLOYMENT

The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission.

SECTION 7 - HOLD HARMLESS AND INDEMNIFICATION

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

SECTION 8 - STEWARDS AND ALTERNATE STEWARDS

Five (5) stewards and five (5) alternate stewards shall be selected under rules established by the Union. The Union shall provide in writing to the Employer a current list of stewards and alternate stewards.

SECTION 9 - GRIEVANCE PROCESSING

A. A steward, during working hours, without loss of time or pay may, in accordance with the terms of this Section, investigate and present grievances to the Employer, upon having advised his/her department head of same. The department head will grant permission and provide sufficient time to the steward to leave his/her work for these purposes as long as the work force can be properly maintained.

B. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein as long as the work force can be properly maintained.

SECTION 10 - UNION BUSINESS

Aside from meetings with the County as outlined in Article 1, Section 3(C); Article 3, Section 9; and Article 7, Section 11, no employee may conduct Union business while being paid by the County except as authorized by the Personnel Director or his designee.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1 - MANAGEMENT RIGHTS

Except as expressly abridged by any provision of this agreement, the County reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including, but not limited to its rights to determine and from time to time to redetermine the number, location and type of work forces, facilities, operations, and the methods processed and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time; to contract and subcontract existing and future work not to adversely affect the personnel work force, to discontinue conduct of its mission or operations in whole or in part; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this agreement; to transfer its work from or to, either in whole or in part, to any number, types and grades of positions or employees assigned to any organization or unit, department or project; to establish and change work schedules, assignments and facility locations, to hire, transfer, promote and demote employees; to layoff, terminate, or otherwise relieve employees from duty; to suspend, discharge, or discipline non-probationary employees for cause, to use supervisors or other County employees to perform work of the kind performed by employees of the unit provided employees of the unit are not adversely affected except as per past practice; to alter, discontinue or vary past practices and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the County.

SECTION 2 - SUSPENSION OF AGREEMENT

If, in the sole discretion of the Chairman of the Board of Commissioners, or in his absence, the Official so designated by law to act in his absence, it is determined that civil emergency conditions exist including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5
PROHIBITIONS AGAINST STRIKES AND LOCKOUTS

SECTION 1 - PROHIBITIONS

The Union agrees that there shall be no strikes, sit downs, slow downs, willful absence from assigned work station, the stoppage of work, the interruption or interference with operations of full, faithful, and proper performance of the duties of employment. The County agrees that no lockout against any or all of the employees shall take place during the life of this agreement.

SECTION 2 - DISCIPLINE

Any employee who participates in a strike shall be subject to disciplinary action which includes possible discharge.

ARTICLE 6
NON-DISCRIMINATION

SECTION 1 - NON-DISCRIMINATION

A. The parties hereby agree not to discriminate against employees because of race, color, creed, national origin, sex, age, handicap, religious or political affiliations, as required by law.

B. The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of employees to withdraw, revoke, or cancel union membership.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 1 - STATEMENT OF PURPOSE

A. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the County.

B. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of members of this bargaining unit. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate. To that end, the parties agree that prior to writing a grievance, the employee shall discuss the matter with his or her supervisor. Thereafter, if no resolution is reached, and if the matter concerned is a subject of the collective bargaining agreement, the union representative will be notified that the employee desires union representation. When a grievance is filed, the union and the employer recognize that the Union is the exclusive bargaining representative of the employee or employees who have requested the grievance and the employee (s) is (are) barred from further negotiation with the employer concerning the subject matter of the grievance.

SECTION 2 - DEFINITION OF GRIEVANCE

A. A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Any grievance filed shall refer to the provision or

provisions of the Agreement alleged to have been violated, shall set forth the facts pertaining to the alleged violations, and shall state the settlement or correction requested.

B. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognize that an orderly grievance procedure is necessary and agree that each step must be adhered to as set forth herein.

SECTION 3 - PROCEDURE

A. Step 1. Written Complaint: The employee shall, within ten (10) working days after the occurrence of the circumstance giving rise to the grievance or the time of the employee's first knowledge thereof, or the time the employee should have known thereof, reduce the matter to written form stating all facts in detail, sign it and provide the other information required in Section 2(A) above, and submit same to the supervisor above the employee's immediate supervisor. The supervisor shall within five (5) working days return his/her answer in writing.

B. Step 2. Department Head, Division Head, Elected Official: Failing to resolve the grievance in the first step, the Union representative may, within five (5) working days of receipt of the supervisor's disposition, present the grievance to the Department Head, Division Head or Elected Official, unless that person is the supervisor in Step 1, in which case the grievance shall proceed to Step 3, as is appropriate, who shall within five (5) working days of receipt of the grievance return his/her answer in writing.

C. Step 3. County Executive: Failing to resolve the grievance in the second step, the Union may, within five (5) working days of receipt of the Department Head, Division Head, or Elected Official's disposition, present the grievance to the County Executive or his designated representative who shall within five (5) working days of receipt of the grievance return his answer in writing.

D. Step 4. Mediation: Failing to resolve the grievance in the third step, the Union may submit the matter to the Michigan Employment Relations Commission for mediation within five (5) working days of the receipt of the answer in Step 3.

E. Step 5. Arbitration: If either party is unsatisfied with the results from the previous step, within five (5) working days of the meeting with the Mediator, either party may submit the grievance for arbitration to the American Arbitration Association. The arbitrator shall be selected in accordance with the then applicable rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties.

SECTION 4 - SETTLEMENT

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County, the Union, and any and all employees involved in the particular grievance.

SECTION 5 - PROCESSING

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to in writing by the parties shall be automatically considered to be settled based upon the Employer's last answer. Any grievance not answered by the Employer within the prescribed time limits or such extension which may be agreed to in writing shall be advanced to the next step.

SECTION 6 - BACK PAY

The Employer shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustment made shall be retroactive for thirty (30) days providing the employee files his grievance within the prescribed times from the date of receipt of such pay.

SECTION 7 - ENTERING OR ADVANCING OUT OF ORDER

Grievances may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order. Time limits may be waived upon written agreement of the parties.

SECTION 8 - CLAIMS FOR BACK WAGES

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or compensation from normal services that he may or could have received from any source during the period on which the back pay was provided. Any back pay awarded pursuant to a grievance settlement shall be paid in the next pay period following the settlement.

SECTION 9 - LIMITATIONS OF THE ARBITRATOR

A. The power and authority of the arbitrator shall be strictly limited to the interpretation of the explicit terms of this Agreement as herein expressly set forth. He shall not have the authority to add to, subtract from, or modify any of said terms or to limit or impair any right that is reserved to the County or Union or employees or to establish or change any wage or rate of pay that has been agreed in this Agreement.

B. The decision of any arbitrator or of the County in one case shall not create a basis for retroactive adjustment in any other case.

SECTION 10 - ARBITRATION COSTS

Arbitration costs shall be shared by both parties evenly. These will be limited to actual costs of the Arbitrator and necessary room or other accommodations only and any costs incurred by the parties in presenting their cases shall be borne by the party incurring such costs. Each party shall make arrangements for and pay the witnesses which they call.

SECTION 11 - UNION REPRESENTATION

Union involvement in the processing of grievances shall be as follows:

- Step 1. Written complaint: Employee and Steward.
- Step 2. Department Head, Division Head, Elected Official: Employee and Steward.
- Step 3. County Executive: Grievance Committee, Steward, and/or Staff Representative.
- Step 4. Mediation: Grievance Committee, Steward, and/or Staff Representative.
- Step 5. Arbitration: Grievance Committee, Steward, and/or Staff Representative.

SECTION 12 - ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract beyond Step 4, mediation. Therefore, the employee cannot proceed to arbitration. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8
DISCIPLINARY PROCEDURES

SECTION 1 - JUST CAUSE

Non-probationary employees will be disciplined only for just cause and any disciplinary action taken by the County may go into immediate effect. Employees will be offered the opportunity to be interviewed prior to discipline being assessed, where circumstances permit.

SECTION 2 - TYPES OF DISCIPLINARY ACTIONS

It is recognized by both the County and the Union that all matters regarding disciplinary action must take into account the seriousness of the offense, the number of previous offenses, the employee's past record of performance, and the circumstances under which the offense was committed. Disciplinary action shall be defined as follows:

A. **Oral Reprimand**

This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violation of a minor nature. Such warnings will be

given privately with only those persons involved present. (The employee and employer shall have the option to have a representative present.)

B. Written Reprimand

1. This is an action taken by a supervisor in which he writes out the action or behavior which he wishes the employee to change, cease, or begin. The written reprimand will describe in detail the behavior to be corrected and will give direct and concrete orders for the future and will point out the consequences of repeating the actions which brought about the written reprimand.
2. The written reprimand must be presented to the employee. The employee and employer shall have the option to have a representative present.

C. Withholding a Salary Increase After the Prerequisite Length of Service in the Classification Has Been Completed

1. Increases in salary are given after the passage of a certain amount of time in the employee's classification and on the recommendation of the employee's supervisor. (See the County Salary Schedule for the time intervals between increases for the various classifications.)
2. Increase forms are prepared by the Personnel Department and sent to the supervisor prior to the effective date.
3. A copy of the disapproved increase form, with the supervisor's comments must be presented to the employee.

D. Suspension Without Pay

This is an action taken by a supervisor removing an employee from employment in his department and from the County payroll.

1. This action does not require the employee's consent to place him on such a leave without pay.
2. The employee does not accrue salary, annual leave credit or sick leave credit during the time he is suspended.
3. At the end of the suspension, the employee shall be returned to the payroll at the same department, classification, and salary as when he was suspended.
4. Suspension without pay must be written and must be presented to the employee. The employee and employer shall have the option to have a representative present.
5. Any grievance regarding a suspension must be filed within five (5) working days and will go directly to Step 3.

E. Demotion

This is an action taken by a supervisor which reduces an employee's classification to a classification with a lower maximum salary.

1. The employee's salary must be reduced to fall within the range of the new classification but to no lower step designation than the one held in the higher classification.
2. The employee's duties and responsibilities must be reduced to those of the lower classification.
3. The reasons for the demotion must be given.
4. Demotions must be in writing and must be presented to the employee.

F. Dismissal

This is an action taken by a supervisor which permanently removes an employee from employment in his department and from the County payroll.

1. Dismissed employees need not be kept in employment or be paid for any time after the completion of their normal working day on the day they are dismissed.
2. Dismissed employees who are not reinstated through the grievance procedure shall not receive payment for unused sick leave accumulations.

SECTION 3 - DISCIPLINARY RECORDS

Records of all disciplinary actions shall be maintained as follows:

All disciplinary actions, other than oral reprimands, shall be issued in writing by the supervisor with copies going to the employee, Union, and the Executive office.

SECTION 4 - REVIEW

After a period of two (2) years from date of filing, such records shall not be used for subsequent disciplinary actions unless they are related to new infractions. For suspensions only, after a period of three (3) years from date of filing, such records shall not be used for subsequent disciplinary actions unless they are related to new infractions.

ARTICLE 9
SENIORITY

SECTION 1 - DEFINITION

Seniority means a permanent employee's length of continuous service with the County within the bargaining unit since his or her last date of hire. An employee who has not completed

six (6) months of continuous employment shall not be considered to have seniority and shall not be considered a permanent employee.

SECTION 2 - SENIORITY LISTS

The seniority lists on the date of this Agreement will show the names and job titles of all employees in the unit entitled to seniority. Such lists shall show county-wide seniority. The Employer shall keep the seniority list up-to-date and present such lists to the Union twice per year upon request or in the event of a layoff of a bargaining unit employee.

SECTION 3 - LOSS OF SENIORITY

An employee shall lose all seniority credit and his/her employment for any of the following reasons:

- A. Voluntary or involuntary termination.
- B. Failure to report to work after an expired leave of absence of any kind, or recall from layoff, on the specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Employer may require verification of the circumstances.
- C. Layoff, for three (3) years or for a continuous period equal to the seniority acquired at the time of such layoff, whichever is less.
- D. He/she is absent for three (3) consecutive working days without notifying his/her Supervisor. In proper cases, exceptions may be made by their Supervisor.
- E. He/she is convicted or pleads guilty or no contest to a felony, or non-traffic misdemeanor which misdemeanor results in sentenced jail time. (Nothing herein shall preclude the Employer from taking appropriate disciplinary action for any criminal offenses.)
- F. He/she intentionally falsifies his/her employment record or employment application.

SECTION 4 - SAME DATE OF HIRE

Employees hired on the same date into the bargaining unit shall have the seniority between themselves determined by adding their social security numbers with the higher number having more seniority. Zero shall be counted as zero.

SECTION 5 - NEW DEPARTMENTS

In the event the County assumes a new department with employees who fit within the scope of the Union's bargaining unit, such employees shall have the date their department was assumed by the County as their seniority date and their relative positions on the seniority list shall be determined by their date of hire with the assumed department.

SECTION 6 - TRANSFERS OUTSIDE BARGAINING UNIT

An employee who accepts a position with the County as an employee not included in this bargaining unit shall maintain all accumulated seniority to date of transfer. Upon applying to return to the bargaining unit, said employee shall comply with the posting requirements for the vacant position including having the presently required qualifications, education and skills.

A returning employee shall accrue benefits at a level consistent with his or her bargaining unit seniority. To be eligible for the above, there must be a vacancy. The above-stated rights shall only last for four (4) years from the date the person leaves the bargaining unit. Notwithstanding the above, an employee who is discharged shall not be entitled to return to the bargaining unit.

ARTICLE 10
LAYOFF AND RECALL

SECTION 1 - NOTICE OF LAYOFFS

The County shall give written notice to the permanent employee and the Union of any proposed layoff. Such notice shall be submitted at least ten (10) working days before the effective date thereof.

SECTION 2 - ORDER OF LAYOFFS

Any layoff of employees shall be made by inverse order of seniority within the affected department and classification, except when normal operations of the various departments would be jeopardized. In the event of a layoff, the Employer shall discuss these exceptions with the Bargaining Committee.

SECTION 3 - BUMPING RIGHTS

Employees laid off or displaced under this Article will be allowed to bump the person with the least seniority in that wage classification for which they have the qualifications as determined by reasonable testing procedures, including temporary positions within divisions covered by this Agreement. Where practicable, employees will be tested and/or interviewed to determine whether they are qualified prior to the move. If there is no position available in the wage classification that the displaced employee can perform, the employee may then bump the person with the least seniority in the next lower wage classification for which they have the qualifications, as described above.

SECTION 4 - BUMPING PROCEDURE

Employees electing to bump may only bump to equal or lower graded classifications and shall be placed at the same step level of the new grade as held in the higher grade. An employee's increment date shall not change as a result of bumping.

SECTION 5 - PREFERENTIAL SENIORITY

Union officers (i.e. President, Vice-President, Treasurer, Financial Secretary, and Recording Secretary) and the three elected members of the Union Bargaining Committee shall exercise the highest seniority in the bargaining unit for the purpose of layoffs. This preferential seniority can be used, together with the provisions of this section, to hold a job in the bargaining unit as long as there is work which they are qualified to perform.

SECTION 6 - RECALL FROM LAYOFF

Permanent employees to be recalled from layoff shall be recalled to the job from which they were originally reduced or to the job into which they bumped, seniority permitting.

SECTION 7 - NOTICE OF RECALL

Five (5) working days' notice of recall shall be sent by certified or registered mail, or hand delivered, to the laid off employee's last known address. If the employee fails to report to work within five (5) days after receiving notice of recall, he or she shall lose all seniority and recall rights. If an employee cannot return to work within the five (5) days because of medical reasons verified by a physician who may be selected by the Employer, he or she shall not be recalled to that position, but shall have the right to be recalled to another position under the terms provided herein in the event of a future recall notice. It is the employee's responsibility to notify the County of his or her current address.

ARTICLE 11
VACANCIES

SECTION 1 - POSTING

When a job vacancy is being filled in any department the Employer will post a notice on the bulletin boards giving all employees an opportunity to make application for the job by filling out the appropriate application forms. All employees who are on sick leave, vacation, or other leave at the time of posting shall be eligible to apply.

SECTION 2 - NOTICE

Notice of a job vacancy shall be posted for a period of seven (7) working days. The notice will show the classification and rate of the position.

SECTION 3 - ASSIGNMENT OF JOB

All posted vacancies shall be assigned to the senior qualified bidder who has the present qualifications, education and skills for the position as determined by objective criteria provided by the Human Resources Director. The Employer may hire from the outside in the event that no qualified bidder is available from the bargaining unit. The successful applicant will then be notified of the date his or her new assignment shall commence. The results of the job posting shall be communicated in writing to the Unit President.

PROSECUTOR'S OFFICE and SHERIFF'S DEPARTMENT. Prior to assigning a position, the Employer reserves the right to conduct a drug test and criminal history investigation for applicants who apply for vacancies in the Prosecutor's office and/or Sheriff's Department. The results of a drug test and criminal history investigation are each to be considered as part of the objective criteria used in making an appointment to a vacancy. Applicants currently assigned to the Prosecutor's office who apply for another position within the Prosecutor's office shall not be given a drug test or have a criminal history investigation conducted. Applicants currently assigned to the Sheriff's Department who apply for another position within the Sheriff's Department shall not be given a drug test or have a criminal history investigation conducted.

SECTION 4 - TEMPORARY ASSIGNMENTS

During the bidding period the Personnel Director may make a temporary assignment to fill the posted vacancy.

SECTION 5 - TRIAL PERIOD

An employee bidding into a change of a job shall be given thirty (30) calendar days to satisfactorily perform the job. If such employee fails to satisfactorily perform the job, as reasonably determined by the Employer, he or she shall be returned to the previous position, unless his or her trial period is extended up to an additional thirty (30) calendar days by mutual agreement of the Employer, the Union, and the employee. If returned to the previous position, all appointments made as a result of the original job assignment shall be reversed.

SECTION 6 - VACANCIES CREATED BY LEAVES

See Article 15, Section 8 (F).

SECTION 7 - RETURN FROM LEAVES

See Article 15, Section 8 (G).

ARTICLE 12
BULLETIN BOARDS

SECTION 1 - LOCATION AND USE

The County will furnish and maintain reasonable Union bulletin board space agreeable to the parties at locations where employees covered by this agreement are employed. This includes an exclusive bulletin board at the Juvenile Home, Animal Control Department and Community Center. The boards shall be used for the following subjects:

- A. Union recreational, social, and related news bulletins;
- B. Scheduled Union meetings;
- C. Information covering Union elections or the results thereof;

D. Reports of official business of the Union, including reports of committees, Local officers, or the International;

E. Any other material which has been approved by the County Executive and Local Union President.

SECTION 2 - CONTENT

Postings shall not contain any political or libelous statements, materials or anything reflecting discredit upon the County or any of its officials or employees.

ARTICLE 13 HOURS OF WORK

SECTION 1 - WORK SCHEDULES

A. All employees will have a designated work schedule/shift with an established starting and quitting time.

B. The regular hours of work each day shall be consecutive except for interruption for lunch periods.

C. The normal work day for most employees shall consist of eight (8) consecutive hours except for interruptions for lunch periods. The work day shall be divided into three equal shifts for those employees engaged in continuous operations.

D. The normal work week for most employees shall consist of five (5) consecutive days with two (2) days of rest. An exception will be made for those employees engaged in continuous operations.

SECTION 2 - CHANGING WORK SCHEDULES/SHIFTS

A. Schedules/shifts may be changed for a temporary period not to exceed ninety (90) days when five (5) days advance notice is given to the employees and the Union.

B. Work schedules/shifts may be changed without advance notice in the case of emergency or necessity.

C. Scheduled days of rest may be altered by mutual consent between the employee and the Employer, except where overtime would result as a result of the change.

D. Any new permanent work schedule/shift not now in effect shall be discussed with the Union.

E. In the case of the Recreation Department and Animal Control Department, it is necessary to alter shift schedules with the seasons of the year. These will be made well in advance and assignments will be made on the basis of needed skills and seniority.

F. Individual department heads and elected officials may grant flex time on an individual basis to employees when effectiveness of operations and quality of service is not affected.

SECTION 3 - LUNCH PERIODS AND REST PERIODS

Each employee shall be allowed a one hour unpaid lunch period and two (2) fifteen minute rest periods daily. Lunch periods and rest periods shall be staggered so as not to curtail services to the public. Rest periods shall be considered as working time and may not be added to the lunch period or accumulated in any manner.

SECTION 4 - NO MINIMUM HOURS

Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day.

ARTICLE 14 PAY PROVISIONS

SECTION 1 - WAGES

The wages for all employees are listed in the County's Wage and Salary Program, according to the attached wage schedules, and are in effect for the duration of this agreement. Three percent added to the base salary in the first year of the agreement. No other raises to base during the course of the agreement.

Employees may elect to add three additional personal days, providing they 1) apply to do so no later than March 1 of each year and 2) are approved in writing by their supervisor. Failure of the supervisor to approve such application shall not be subject to the grievance procedure. Such personal days must be used in the year earned or they shall be forfeited.

However, in the event that the employee fails to apply or the supervisor does not approve the extra three days, employees shall be paid a lump sum payment of one percent of gross wages for prior year. Such payment shall be paid no later than the end of the third quarter.

SECTION 2 - CLASSIFICATION

When a new permanent technical, office and para-professional position is established, the Personnel Director shall designate a job classification and provide a job description. The Union shall be notified in writing of such new classifications and pay rates. If no written objection to the rate thus set is registered with the Employer within ten (10) work days after the rate has been set, such rate shall become permanent. If the Union disagrees with the rate, it shall serve a written notice upon the Employer within such ten (10) work days of its desire to

negotiate with respect to such rate. Such negotiations shall be initiated within fifteen (15) work days after receipt by the Employer of such written notice. In the event the parties cannot reach an agreement, the Employer may implement its last best offer as permitted by law.

SECTION 3 - RECLASSIFICATION

When an employee believes that his or her classification is deserving of consideration, the Union may present their request. The Personnel Director and the Union agree to discuss such reclassification requests applying the methods set forth in the County's Wage and Salary Program. In order to receive consideration, such requests must be received by the County 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. The current pay scale will continue to be used, to determine the appropriate pay step in which to place an employee whose position was reclassified.

SECTION 4 - OVERTIME

A. Permanent employees shall be compensated at time and one-half ($\frac{1}{2}$) the employee's regular hourly rate of pay for work under any of the following conditions:

1. All work performed in excess of eight (8) hours in any work day.
2. All work performed in excess of forty (40) hours in any work week.
3. When the employee's work schedule is changed for the convenience of the County with less than 24 hours notice. In this case, overtime will be paid for those hours worked outside of the employee's regular schedule and if the shift change is for more than one consecutive shift, overtime shall be paid only for the first such shift worked.

B. By mutual consent of the parties, compensatory time at the rate of one and one-half ($1\frac{1}{2}$) times may be taken in lieu of receiving overtime pay. Compensatory time will be taken at a time mutually agreed upon between the employee and his immediate supervisor in accordance with the provisions of The Fair Labor Standards Act.

C. Any employee called in to work other than during the scheduled work shift shall be paid a minimum of two (2) hours pay at his/her regular straight time rate. This does not include overtime worked as a continuation of a schedule shift.

D. No overtime will be worked unless previously approved by the Supervisor or Department Head.

E. For the purposes of computing overtime, holidays, vacation days, funeral leave and paid sick leave shall be considered as days worked, provided these days fall within the employee's scheduled work week.

F. It is the intent of the County that overtime shall be equally distributed among qualified employees in each department insofar as practicable over the period of this contract. Failure to work overtime shall be considered as time worked for purposes of overtime records. It is mandatory that employees work reasonable amounts of overtime when requested by their supervisor. In case of emergency or necessity, mandatory overtime can be scheduled without advance notice.

G. Nothing contained in this Agreement shall be interpreted as authorizing or permitting a duplication or a pyramiding of daily or weekly overtime payments involving the same hours of work.

SECTION 5 - SHIFT DIFFERENTIAL HOURS

A. All bargaining unit employees who work shifts designated as night shifts shall be given a night shift differential in addition to the regular hourly job rate for all hours worked within the designated shifts.

1. Second shift - Seven and one-half (7-½) or eight (8) hours commencing between the hours of 3:00 p.m. and 5:00 p.m.
2. Third shift - Seven and one-half (7-½) or eight (8) hours commencing between the hours of 11:00 p.m. and 12:30 a.m.

B. Where a scheduled shift overlaps the above designations, differential shall be paid on the basis of the shift in which the greater time is worked.

C. The shift differential shall be twenty cents (20¢) per hour worked on the second shift and twenty-five cents (25¢) per hour worked on the third shift.

D. In the event a night shift is worked as an overtime assignment, no differential shall be paid.

SECTION 6 - DAYLIGHT SAVINGS TIME

For employees working the second and third shifts in continuous operation assignments, it will be understood that when the time is changed from Eastern Standard Time to Daylight Savings Time and back, one shift shall work nine (9) hours and one shift shall work seven (7) hours. It is agreed that each shift shall be paid in accordance with the provisions of The Fair Labor Standards Act.

SECTION 7 - OUT OF CLASSIFICATION PAY

When an employee has been notified by his or her immediate supervisor to fill a vacancy in a higher level job for the period of eight (8) or more hours within a seven (7) calendar day period, he or she shall be compensated for such hours worked at the rate of the entry step for that job or if this rate is not equal to an increase in rate for the involved employee, the compensation shall be at the lowest pay grade range for the job which does provide an increase in pay to the employee. This agreement is subject to the following conditions:

- A. In the opinion of the immediate supervisor, the employee is fully qualified to perform the duties of that position.
- B. A vacancy shall mean the replacing of a regular employee who is off work for illness, vacation or other compelling reason.
- C. If, in the opinion of the employer, it is not necessary to fill such vacancy, it need not be filled. In this case, no remaining employee shall be required to perform work above his/her classification in order to compensate for the absent employee.

SECTION 8 - HOLIDAY PAY

Should a holiday fall during the time an employee is off on paid sick leave, he/she shall be granted holiday pay in lieu of sick paid sick leave for such holiday if all other requirements are met. The above holiday pay does not apply to an employee on sick and accident insurance compensation.

SECTION 9 - EMERGENCY CONDITIONS

The County's Service Interruption Policy, which may be changed from time to time, is made a part of this Agreement by reference.

ARTICLE 15
LEAVES OF ABSENCE

SECTION 1 - PERSONAL LEAVE

- A. The Employer may grant an unpaid leave of absence not to exceed one (1) year for good cause. Such good cause might include:
 - 1. Serious illness of the employee or a member of his/her immediate family.
 - 2. Education leave when such additional education would serve to the advantage of the County.

3. A legal matter in which the employee is directly involved.

B. All such leaves must be approved by the Personnel Director.

C. In the case of unpaid leave of absence for serious illness, upon written confirmation of a serious illness by the attending physician and/or County Physician, hospitalization insurance payments shall be continued for a period of one (1) year (or longer if approved by the Personnel Director and Personnel Committee) for the employee and medically eligible dependents providing all insurance requirements are met.

SECTION 2 - MATERNITY LEAVE

Maternity leave shall be treated the same as leaves for any temporary disability.

SECTION 3 - UNION LEAVE

A. Members of the Local Union elected to or selected for International Union positions which take them from their employment with the Employer shall, at the written request of the International Union, be granted leaves of absence without pay and without fringe benefits for a period not to exceed one (1) year and said leave may be renewable for one (1) additional year, each leave request requires forty-five (45) calendar days' prior written notice to the Employer.

B. A total of no more than twenty (20) work days per calendar year maximum shall be allowed as unpaid leave to be allocated among a maximum of five (5) employees selected by the Local Union who are called upon to perform bona fide services on behalf of the Union, subject to thirty (30) days prior notice to the Employer for request of such leave consistent with the efficient operation. However, not more than ten (10) days per calendar year shall be allowed for any one (1) employee.

C. The Union may request a leave of less than one day by notifying the employee's supervisor in writing at least two work days in advance. The leave shall be granted, unless it creates an undue hardship. The employee shall be paid for the time off by the County and the County shall bill the union for that time.

SECTION 4 - POLITICAL LEAVES

Political leaves of absence shall be granted when an employee assumes a full-time elective political office. Such leave shall be granted for one (1) term of office or four (4) years, whichever is greater, and shall be governed by the same rules and procedures that apply to leaves granted under Article 9, Section 6 (Transfers Outside Bargaining Unit) of this Agreement.

SECTION 5 - MILITARY LEAVE

A. The Employer shall comply with all mandatory Federal and State laws dealing with the reemployment rights of Veterans.

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

SECTION 6 - FUNERAL LEAVE

A. When death occurs in an employee's immediate family, i.e. spouse, parent, grandparent, parent or grandparent of a current spouse, child, step-child, current stepparent, brother or sister, son-in-law, daughter-in-law, grandchild, or a permanent member of the employee's family, the employee, on request, will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral.

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

C. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled workdays shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this section.

D. In the event of death of an employee's aunt, uncle, nephew, niece, or brother or sister of a current spouse; one (1) day paid leave will be allowed subject to the terms and conditions heretofore stated in this section. Effective after this contract is executed by the parties in 2003, when death occurs of an employee's sister-in-law or brother-in-law, the employee, on request, will be excused for any of the first two (2) normally scheduled working days immediately following the date of death, provided he attends the funeral.

E. Other benefits shall continue to accrue and be paid as provided in this agreement while an employee is on funeral leave.

F. Additional paid time may be granted for extenuating circumstances at the discretion of the Personnel Director. Total of all leave shall not exceed five (5) days.

SECTION 7 - JURY DUTY AND WITNESS LEAVE

A. During the time an employee is actually reporting to the Court for jury duty and following receipt of "Certificate of Jury Service," the department head or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday day-shift basis.

B. Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one-half ($\frac{1}{2}$) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

C. Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his or her presence as a witness for a matter directly related to his or her employment on behalf of the Employer, or civic duty which is not a personal matter, he/she shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

D. Other benefits shall continue to accrue and be paid as provided in this Agreement while an employee is on jury duty or witness leave.

SECTION 8 - PROCEDURE FOR LEAVES

A. An employee must submit a letter of application to the Personnel Director at least two (2) weeks prior to the start of any leave except funeral leave, for which advance notice is not required.

B. Employees must notify the Personnel Director in writing at least one week prior to any contemplated change in termination date. Any change in such termination date must be mutually agreed upon.

C. It will be the option of the employee to utilize any accumulated vacation days.

D. Fringe benefits will be retained but not accrued or paid during leave unless otherwise stated in this Agreement. At the employee's option, he or she may continue in the County's Medical Insurance Plan at his or her own expense during a leave.

E. During a leave of absence seniority will be maintained but shall accrue only during the following leaves: sick and accident, union, funeral, National Guard or Reserve, jury duty, and witness.

F. Vacancies created by leaves may be filled or left vacant at the discretion of the Personnel Director. If the position is filled, it shall be filled by a substitute employee, whenever feasible. If it is not feasible to fill the position with a substitute employee, a permanent employee may be hired after discussing the matter with the Union Bargaining Committee.

G. An employee desiring to return from a leave may return directly to his or her job if the position was left vacant or if a substitute employee was used. If a permanent employee was used the returning employee cannot bump, but must take an available position for which he or she has the seniority and qualifications. If no such position is available immediately, the employee will be laid off without bumping rights. An available position shall include a vacant, posted position and substitute positions. However, if the employee returns as a substitute he or she shall be entitled to all benefits of this contract until displaced by the returning employee.

SECTION 9 - FAMILY AND MEDICAL LEAVE

The parties recognize that the Employer, the Union and employees have certain rights and obligations under the Family and Medical Leave Act (FMLA). The parties agree that no provisions of the Labor Agreement shall operate to waive any rights that each may have under the FMLA.

ARTICLE 16 SICK LEAVE

SECTION 1 - ACCRUAL

A. Sick leave for each permanent employee shall be one (1) eight hour day with pay for each month of service. For the purpose of this section, a month of service is completed when the employee has worked eleven (11) days in any one month. Paid sick leave accumulation shall be limited to a maximum of ninety (90) days (See Letter of Understanding). Any employee who is on paid sick leave shall be entitled to all contractual benefits as if he/she were working.

B. A probationary employee may accrue sick leave while on probation, but may not use such accumulated sick leave until he/she has completed one hundred eighty (180) days of service.

SECTION 2 - USE

A. Paid sick leave may be used when illness or disability prevent an employee from working or for necessary absence from work for the purpose of keeping an appointment with a doctor.

B. An employee may use up to ten (10) days of accumulated sick leave per year for serious illness or to keep a doctor, dentist, or other medical related appointment which requires the employee's presence in the immediate family. For the purposes of this Section, the immediate family shall be defined as the employee's spouse, child, parent, and sibling that requires the presence of the employee; serious illness shall be defined as an illness of a serious nature which involves the hospitalization or treatment by a physician of a member of the immediate family and requiring the presence of the employee.

C. Effective after execution of this contract by all the parties in 2003, sick leave may be taken in any unit from one-half (½) hour to the maximum available in one-half (½) hour increments.

D. If the use of sick leave is excessive or the Employer has reason to believe it is being abused, medical verification will be required. This may include a requirement for examinations by a doctor selected by the Employer. If this entails a cost not otherwise required, it shall be borne by the Employer only if it is determined that the use of sick leave was proper. Payment by the Employer will be made only if the examination is directed by the Employer. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of the third party shall be binding on all the parties. On the basis of that examination, the Employer shall take appropriate action, subject to the employee's rights as established in the collective bargaining agreement.

E. Any abuse of this Section shall be cause for disciplinary action.

SECTION 3 - PAY OR CONVERSION

A. Any employee who is eligible for retirement and retires from County service and is entered on the Retirement or Pension Roll of the County or any employee who leaves the County's employ having attained the age of sixty-five (65) years shall be paid for one-half (½) of his/her unused sick leave at the time of departure. The estate of an employee who dies while employed by the County shall, upon death of the employee, be paid for one-half (½) of his unused sick leave on record at the time of death.

B. Any employee who leaves the employ of the County having accumulated at least twelve (12) years of service, shall be paid one-half (½) of his or her accumulated sick leave at his/her prevailing hourly rate, not to exceed \$2,500.

C. In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he/she shall be granted one-half (½) of this excess sick leave accumulation to his/her vacation time available in the following year. For purposes of this computation, one day of vacation time will be added for each two full days of excess sick leave accumulation, i.e. 10 days = 5 days vacation; 13 days = 6 days vacation.

ARTICLE 17
HEALTH AND WELFARE

SECTION 1 - MEDICAL AND HOSPITALIZATION INSURANCE

A. MEDICAL AND HOSPITALIZATION INSURANCE

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

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

Effective January 1, 2014, a Wellness Center became part of the Bay County health plan. Participation in the Wellness Center is voluntary. Office visits and generic prescriptions are at no cost to employees. Wellness Center costs are shared 15% along with other health care costs by employee.

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.

B. PAYMENT IN LIEU OF HEALTH INSURANCE COVERAGE

Any active unit member who is eligible, but chooses not to participate in the medical/hospitalization insurance package, who has health insurance coverage from another source and who signs a waiver from the Employer, shall be paid an annual amount of One Thousand Eight Hundred and No/100 (\$1,800) Dollars. The annual payment will be paid in equal amounts over twenty-six (26) pay dates in a calendar year. An employee who elects Payment in Lieu of Health Insurance Coverage after January 1 of any year, shall be paid a pro-rata amount of the \$1,800 in the same manner as described in the previous sentence with the amount calculated based on the number of full months remaining in the calendar year after the date of the election (example: employee hired June 15, will be entitled to \$900 for that year effective July 1). An employee who subsequently loses medical/hospitalization coverage from another

source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director and approval by same. Said employee shall be entitled to a pro-rata payment in lieu of health insurance to the date the employee becomes covered by the Employer's medical/hospitalization plan calculated in the same manner as described above for new hires.

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.

C. METHOD OF COMPUTING EMPLOYEES' SHARE OF PREMIUMS

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

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 Blue Cross Blue Shield CMM 100 health plan; retirees' contributions toward the cost of health insurance shall be calculated using the same formula as that used for employees, as described in Section III above.

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

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

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

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%
17	80%	0%
18	80%	0%
19	80%	0%
20	85%	15%
21	85%	15%
22	85%	15%
23	85%	15%
24	85%	15%
25	85%	40%
26	85%	40%
27	85%	40%
28	85%	40%
29	85%	40%
30	85%	50%
31	85%	50%
32	85%	50%
33	85%	50%
34	85%	50%
35	85%	50%
36	85%	50%
37	85%	50%

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
38	85%	50%
39	85%	50%
40	85%	50%

*FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007

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 RATIFICATION OF THE 2012/2013
LABOR AGREEMENT**

Employees hired after the effective ratification date of the 2012/2013 labor agreement shall not be eligible for County-provided health care in retirement. 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 they were hired. (e.g., hired September 15, eligible October 1).

F. PRESCRIPTION DRUG PLAN

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

Covered OTC (over the counter) drugs (with Doctor's prescription)	\$0
Generics	\$0 - \$10
Name Brand- Preferred	\$30
Name Brand – Non-Preferred	\$50
Bio-Tech (over \$1000 and injectable)	\$100 minimum, \$200 Maximum Plus relinquishment of any coupons issued.

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

G. INCENTIVE PROGRAM FOR COST REDUCTION

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

Accordingly, the parties have agreed on an incentive plan which is beneficial to both employees and the County. The incentive payout level will be determined for the following year based on Blue Cross Blue Shield (BCBS) projections for this area, usually published in the fall of the current year. For example, the projection for 2014 increases will be published in the fall of 2013. For 2015, the projections will be published in the fall of 2014, and so on.

2014: In the event that the rate of increase of the cost of the prescription drug plan for 2014 is less than one half of the BCBS projected increase for 2014, which is projected to be a 10.98% increase, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2015. Therefore, if the increase is below 5.49% above the previous year, a payout will occur. Such payout will be into the regular payroll check.

2015: In the event that the rate of increase of the cost of prescription drug plan for 2015 is less than one half of the BCBS projected increase for 2015, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2016. Such payout will be into the regular payroll check.

2016: In the event that the rate of increase of the cost of prescription drug plan for 2016 is less than one half of the BCBS projected increase for 2015, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2017. Such payout will be into the regular payroll check.

SECTION 2 - SICK AND ACCIDENT INSURANCE

A. The County will provide "Sickness and Accident" insurance or self-insurance for employees covered by this Agreement after an employee has served their initial probation period. Said insurance payments shall become operative on the thirty-first (31st) calendar day after occurrence of verified disability unless the employee first chooses to utilize available vacation or sick days, and will provide payment of seventy five per cent (75%) of the employee's regular base rate of pay to a maximum of Three Hundred Fifty Eight Dollars (\$358) effective January 01, 2003, Three Hundred Seventy Dollars (\$370) effective January 01, 2004 and Three Hundred Eighty Dollars (\$380) effective January 01, 2005, Four Hundred Dollars (\$400) effective within thirty (30) days after this contract is executed in 2007 weekly for a period not to exceed fifty-two (52) weeks for any one disability under the conditions of the insurance policy or County self-insured conditions. Medical verification shall be required as determined by the Employer. Effective after this contract is executed in 2007, employees shall have the option to augment "Sick and Accident" insurance by using their accumulated vacation, sick, or personal time to a maximum of seventy-five percent (75%) of their regular base rate of pay.

B. Payments shall be less any amounts available from other sources including any local, state or federal government.

C. If it is determined that an employee will not return to work and if eligible for pension under the County's Retirement System, such retirement shall not be deferred in order to collect on this benefit.

D. A recurrence of a previous illness which occurs within six (6) months of return to work shall be considered to be a continuation of that illness for computation of the sick and accident benefits.

E. The County shall furnish a copy of the policy to each employee. The County shall immediately notify the Union of any proposed change of insuring company and/or policy wording. This change shall then be subject to negotiation.

F. Time spent on sickness and accident shall not count toward earning sick, vacation, or personal days.

G. Available sick and vacation days may be used to receive payments during the thirty (30) day waiting period.

H. Benefits (except for health and life insurance) shall neither accrue nor be paid while an employee is on sick and accident coverage. Seniority shall be accrued while an employee is on sick and accident coverage effective January 1, 1988.

SECTION 3 - UNEMPLOYMENT COMPENSATION

Bay County is established as a Reimbursing Employer with the Michigan Employment Security Commission in conformity with State and Federal Rules and Regulations and as such, extends unemployment compensation coverage under the rules established by said commission.

SECTION 4 - WORKERS' COMPENSATION

A. Bay County is registered as a "Self-Insuring Employer" under State and Federal rules for payment of workers' compensation benefits and as such does provide this benefit to the employees.

B. The County presently contracts with "Underwriters Adjusting Company" of Southfield, Michigan, as their agent to handle such claims and agrees to notify the Union of any change in this arrangement.

C. Benefits provided under this contract will be retained but not accrued or paid during periods covered by workers' compensation. During coverage under workers' compensation seniority will be maintained and shall accrue. Coverage under the Medical and Hospitalization Insurance will also continue.

SECTION 5 - SOCIAL SECURITY

A. Bay County provides Social Security coverage for employees covered by this Agreement under the usual conditions.

B. The Employee contributes his/her share, as defined by the Federal Government through payroll deduction.

SECTION 6 - RETIREMENT

A. Bay County provides a retirement program to eligible employees according to terms contained in the Bay County Retirement System Ordinance established January 1, 1947, and as subsequently amended from time to time.

B. All of the terms and conditions of said Ordinance are hereby made a part of this contract as through written herein.

C. Effective July 1, 2000, for members of this unit, said Ordinance 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.

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

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

E. Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees' Retirement System if that employee leaves the employ of the county for any reason 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. After a layoff and upon re-entry to the County work force, that employee shall not lose prior earned credit.

For employees hired on or after January 1, 2007, the following shall apply:

1. The vesting period shall increase to ten (10) years.

2. The minimum number of required hours of work to be included in the retirement system shall increase from eight hundred (800) hours to one thousand (1,000) hours.

SECTION 7 - PHYSICALS

If, in the opinion of the County, a medical examination is required to assure the County that an employee is able to continue his/her present assignment, the Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a medical examination. If the employee does not satisfactorily meet the medical requirements for his/her position, the Union will be so notified and he/she may be reassigned, required to take earned sick leave or required to take sick and accident, if eligible, or to take an unpaid leave of absence.

SECTION 8 - HEALTH BENEFITS

- A. All employees under the terms of this agreement shall be afforded the following:
 1. Tuberculin tests
 2. Tetanus Toxoid series or booster
 3. Influenza immunization
 4. Diphtheria series or booster
 5. Polio series or booster
 6. Cholesterol test
 7. Hepatitis B vaccination for employees who need such vaccination as determined by the County physician

B. The above health benefits shall be available through the Bay County Health Department and arrangements must be made by the employee at the convenience of his or her department and the Health Department.

SECTION 9 - LIFE INSURANCE

Effective the first of the month within sixty (60) days after the contract is executed by the parties in 2007, the County will provide \$30,000 Group Term Life Insurance coverage to each employee. This coverage will be canceled when the employee leaves the County for any reason, including retirement.

Effective the first of the month within sixty (60) days after the contract is executed by the parties in 2010, the County will provide \$10,000 Group Term Life Insurance coverage to each employee who retires on or after the effective date of this agreement. This does not apply retroactively to employees who retired before the effective date of this agreement.

Under no circumstance may an employee be eligible for both life insurance provisions at the same time.

ARTICLE 18
VACATION

SECTION 1 - VACATION ACCRUAL AND USE

Vacation leave shall be earned at the rate of one (1) eight hour day per month of service. For the purpose of this section, a month of service is completed when the employee has worked eleven (11) days in any one month. Vacation shall accrue from date of employment but shall not be used until the following calendar year shall not be available to the employee until January 1 of the year following.

SECTION 2 - EXCEPTIONS

The Personnel Director may make an exception to the above procedure in case of extenuating circumstances.

SECTION 3 - COMMUNICATION

The Personnel Director shall keep the employees advised as to their accumulated vacation.

SECTION 4 - TERMINATION

In the event of termination, the employee will be paid for all of his or her unused accumulated vacation at the then prevailing hourly pay rate including the current year.

SECTION 5 - MERIT DAYS

A. For employees hired prior to December 31, 1990, the following applies:

In addition to the one (1) day per month accrual of vacation, one (1) merit vacation day shall be added for each consecutive year of service following the first full year to a maximum of ten (10) merit days (i.e. after completion of the eleventh consecutive year of service, the employee would accrue twelve (12) days plus ten merit days).

B. In addition to regular vacation, merit vacation is credited for consecutive years of service as follows:

3 and 4 years	2 merit days
5 and 6 years	3 merit days

7 through 9 years	4 merit days
10 through 14 years	5 merit days
15 years	10 merit days

The above rules apply to persons hired after December 31, 1990.

SECTION 6 - HOLIDAYS AND VACATIONS

Recognized holidays, as listed elsewhere in this Agreement, falling within a vacation period, shall not be counted as vacation time.

SECTION 7 - UNITS

Vacation may be taken in any unit from one-half ($\frac{1}{2}$) hour to the maximum available for that year in one-half ($\frac{1}{2}$) hour increments.

SECTION 8 - ACCUMULATION

Employees may, at their option, accumulate vacation periods up to and including thirty (30) days vacation, provided that all employees must take at least six (6) vacation days each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

SECTION 9 - REIMBURSEMENT

No employee shall lose any accrued vacation. Said vacation over thirty (30) days shall be reimbursed by the County in full as of the end of the year and payable in the second pay period in February of each year.

SECTION 10 - SCHEDULING

All vacation must be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operation. The Employer will not be required to schedule more employees for vacation at any one time or season than the operation of the department can accommodate.

SECTION 11 - LEAVES

No vacation will be earned by employees while on any unpaid leave of absence.

ARTICLE 19
HOLIDAYS

SECTION 1 - HOLIDAYS

A. The following days are recognized as holidays for pay purposes:

New Year's Day, Martin L. King, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday Following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve

B. Each full time employee shall be paid for these holidays at his/her regular straight time rate of pay, not including shift differential, under the following eligibility requirements: He/she must have worked his/her last scheduled working day prior to the holiday, and his/her next scheduled working day after the holiday.

C. County employees called in to work on a holiday shall be guaranteed a minimum of four (4) hours at the regular straight time rate of pay and be paid eight (8) hours idle holiday pay and one and one-half (1-½) times their regular hourly rate for all hours worked. By mutual consent, an employee may take compensatory time off at time and one-half (1-½) in lieu of the aforementioned time and one-half (1-½) pay for hours worked; however, such compensatory time must be used within the same pay period.

D. Whenever one of the designated holidays falls on a Saturday, it shall be celebrated on Friday; if the holiday falls on a Sunday, it shall be celebrated on Monday. However, if the holiday falls on a Saturday and Friday is also a holiday, Thursday and Friday shall be celebrated as holidays. If the holiday falls on a Sunday and Monday is also a holiday, Monday and Tuesday shall be celebrated as holidays. However, for employees who are scheduled to work shifts in a continuous operation facility the holiday shall be celebrated on the day of its occurrence.

SECTION 2 - PERSONAL HOLIDAYS

A. In addition to the above, each employee shall be entitled to three and one-half (3-1/2) personal holidays per year, excluding employees hired after February 22, 1995, who will have three (3) personal holidays until they have been employed by the Employer for at least five (5) years and then after five (5) years will have three and one-half (3-1/2) personal holidays.

B. Personal holidays will be assigned on a lump sum basis and available to the employee as of January 1 of each year or at time of hire. Any personal holidays used by terminating employees in excess of the pro-rating procedure as outlined in paragraph "A" above shall be deducted from the employee's final payroll check.

C. Personal holidays shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operation.

D. There shall be no reimbursement for unused personal holidays.

ARTICLE 20
BENEFITS

SECTION 1 - MILEAGE

A. The Employer agrees to pay mileage to all County employees who are required to use their personal car for and while on County business.

B. The mileage allowance shall be adjusted to the Internal Revenue Service allowable deduction rate effective on the date any such change is officially announced by the I.R.S.

C. The County may require proof of insurance for employees required to use their personal car on County business.

SECTION 2 - U.S. SAVINGS BONDS

The County shall provide for payroll deduction for the purchase of U.S. Savings Bonds and shall provide the necessary forms.

SECTION 3 - UNIFORMS AND PROTECTIVE EQUIPMENT

The Employer shall provide and maintain all required special protective equipment. The Employer shall also provide and maintain necessary foul weather gear for Animal Control employees. Foul weather gear for Recreation and Maintenance shall be Two Hundred Fifty and No/100 (\$250.00) Dollars per year, paid to each employee in July, except new hires who shall receive the Two Hundred Fifty and No/100 (\$250.00) Dollars within thirty (30) days after their date of hire. The Employer shall deduct a prorata amount from the employee's paycheck if the employee is not employed for twelve (12) months. This provision shall take effect after the contract is executed by the parties.

In 1995, the County shall also provide its maintenance and custodial staff with four (4) wash and wear pant and four (4) wash and wear shirts, to be maintained by the employees, which will be replaced on an as-needed basis.

SECTION 4 - COUNTY POLICIES

- A. The County's Travel Policies are hereby made a part of this agreement by reference. The Union shall be provided an updated copy of such policies each year.
- B. If any terms contained in these policies differ from terms contained in this contract, this contract shall supersede.

SECTION 5 - EDUCATIONAL EXPENSE

- A. The County agrees to reimburse an employee for the cost of tuition and books for job-related courses of study if the employee receives a "C" grade or better. Such courses must be directly related to the employee's field of endeavor and must be advantageous to the County.
- B. The courses must be previously approved by the Department Head and the County Executive prior to the employee entering the course or no reimbursement shall be granted.
- C. The County reserves the right to refuse any particular request.
- D. To be reimbursed, the courses must relate directly to County work or be part of a recognized curriculum. Attendance at requested course instruction must be on the employee's free time.
- E. Grants or scholarships by the Federal or State Government, Educational Institution or other sources of whatever description shall be deducted from the County reimbursement program.
- F. County employees claiming reimbursement must prove they paid the amount sought to be reimbursed.
- G. If the County requires attendance at any particular course of instruction, the County reserves the right to designate the institution and will compensate employees for the use of the employee's personal vehicle on a one-time basis to the location and return at the standard rate. Distances will be calculated from a recognized road atlas.
- H. In the event an employee requests reimbursement for required books, such books shall be turned into the County and become part of a Department library; provided further, Department library books will be utilized for courses where available.

SECTION 6 - PRINTING OF CONTRACTS

The County agrees to supply 150 copies of this contract to the members of Local 15157-10, United Steelworkers of America, within sixty (60) days after the signing of this Agreement. The Union shall pay for 50% of the cost of printing.

SECTION 7 - UNIFORM ALLOWANCE AND UPKEEP

A. Uniform upkeep allowance for Animal Control officers and attendants shall be \$200.00 per year paid in two (2) equal increments, the first to be paid in July and the second to be paid in January of the following year, on a pro rata basis from the date of hire.

B. Uniform allowance for all persons required to wear uniforms in the Bay County Health Department Laboratory and Women, Infants and Children Division will be \$200.00 per year payable in two (2) equal increments, the first to be paid in July and the second to be paid in January of the following year, on a pro rata basis from the date of hire. It is understood that this allowance is for the purchase of the uniforms. The County will provide or pay for the upkeep of the purchased uniforms.

C. Second shift custodians shall be allowed a \$150 during the course of this agreement work shoe allowance, reimbursement only, prorated if in position less than full year.

SECTION 8 - CHANGES IN BENEFITS

The County shall notify the Union of any proposed changes in any benefits presently contracted by the Union. Such changes, when controllable by the County, shall require the mutual consent of the parties before taking effect for employees covered by this Agreement.

ARTICLE 21
SEVERABILITY

SECTION 1 - SEVERABILITY

A. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, National Labor Relations Board or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portion of this agreement.

B. If any section of this Agreement is invalidated as above defined, the parties may, by mutual consent, renegotiate those sections to bring them into conformity with the aforementioned ruling.

C. This contract may be altered at any time by mutual written consent of the parties.

SECTION 2 - WAIVER PROVISION

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE 22
JUVENILE HOME

SECTION 1 - WORK SCHEDULES

A. Juvenile Home employees shall work a regularly scheduled shift of eight (8) straight hours per day including a paid lunch period in a work week of five (5) consecutive days (except a shift may be scheduled on a "ten (10) day on - four (4) day off" basis, if needed). Shifts may be changed without advance notice in an emergency but shall normally be as follows:

First Shift	6:00 A.M. - 2:00 P.M.
Second Shift	2:00 P.M. - 10:00 P.M.
Third Shift	10:00 P.M. - 6:00 A.M.

B. Work schedules shall be posted in advance and choice of shift shall be awarded according to seniority, work performance, and the needs of the facility.

C. Work schedules and assignments may be altered to comply with the need for a Youth Development Worker of each gender on each shift.

D. Vacation will be scheduled in advance and sign-up periods will be concluded on the second and fourth Fridays of each month. Thereafter, vacation will be scheduled as practicable.

E. Shift schedules may be staggered to allow attendance at staff meetings, however, employees working over eight (8) hours per day will be compensated at one and one-half (1-½) times their straight-time hourly rate or be granted compensatory time off if mutually agreed. Employees may accumulate up to eight (8) hours of compensatory time from staff meeting attendance.

SECTION 2 - VACATION AND SICK LEAVE ON HOLIDAYS

A. Any previously scheduled and mutually-agreed upon time off taken on a recognized holiday which is part of an employee's regular schedule shall not be counted as a vacation and the employee shall receive applicable holiday pay for that time off.

B. Any sick leave taken on a recognized holiday which is part of an employee's regular schedule shall be counted as sick leave and holiday pay shall not be paid, unless the sick leave was previously scheduled and made known to the employer prior to the scheduling for that holiday.

SECTION 3 - MISCELLANEOUS

A. Clothing (and a watch up to \$40) damaged by residents shall be replaced at County expense up to one hundred dollars (\$100) per year per employee.

B. The County will provide boots and coveralls to be used when custodial work is required.

C. Large Blood Spill Kits, surgical gloves and first aid equipment shall be supplied and maintained in a readily accessible area for employees and residents.

ARTICLE 23
ANIMAL SHELTER

The attached Letter of Understanding shall supersede certain Sections of the below Article, where applicable.

SECTION 1 - STAND-BY HOURS

A. Stand-by would run for one week beginning Monday at 8:00 a.m. and ending the following Monday at 8:00 a.m.

B. The stand-by person will be responsible for being available to respond to emergency calls during all hours that the Animal Shelter is closed.

C. The stand-by person will clean the Animal Shelter from 9:00 a.m. - 11:30 a.m. on Saturday and Sunday of their stand-by week and also on any holidays that fall within their stand-by period.

D. Stand-by will be rotated weekly among the Animal Control Officers and Kennel Attendants. Schedules will be posted yearly, it will be up to the employee to schedule vacation

around their stand-by. Stand-by can be rotated out of schedule in weekly blocks only, if mutually agreed upon by the employees involved.

E. In case of sickness stand-by would be covered by volunteers. If no volunteer is available the next person on the stand-by list would be responsible.

SECTION 2 - PAY PROVISIONS

A. Stand-by person will be paid sixteen (16) hours at their regular hourly rate of pay for handling from 0-8 calls in lieu of this they will be paid two (2) hours straight time at their regular hourly rate for handling over eight (8) calls. Any calls handled on a holiday will be computed as two (2) calls. Compensatory time, in lieu of wages can be granted if mutually agreed.

B. It is mutually agreed that the stand-by person will be given compensatory time at time and one half for the hours worked on Saturday and Sunday clean up. Compensatory time will be given in lieu of wages and will be scheduled with the supervisor to be used within ten (10) working days of the ending date of the stand-by period.

C. Holiday clean up pay will be over and above the terms of this Agreement and either four (4) hours pay or four (4) hours compensatory time will be given to the employee which ever is mutually agreed on between the employee and the supervisor.

D. In case of sickness, stand-by will be paid for days worked only.

SECTION 3 - TYPES OF CALLS TO BE ANSWERED ON STAND-BY

A. Injured animals.

B. Sick animals.

C. Bite cases - handle only when the biting animal is a stray or when it cannot be confined.

D. Assist Police Agencies:

1. Assist with dogs in impounded vehicles.

2. Entering property with vicious dogs inside.

E. Response to other emergency calls not listed to be decided by immediate supervisor.

SECTION 4 - OPERATING RULES

- A. Stand-by person will be allowed to take an Animal Control vehicle home for their stand-by week. The vehicle may only be used to and from work and on emergency calls.
- B. The stand-by person will punch in and out for all weekend clean up.
- C. The stand-by person will punch in and out for all holiday clean up. This clean up will be done between the hours of 8:00 a.m. and 5:00 p.m.
- D. Uniforms will be worn on all emergency calls.
- E. No unauthorized parties will ride in the Animal Control vehicle.
- F. No alcoholic beverages will be consumed while a person is working on stand-by.
- G. It is the stand-by persons responsibility to leave either their telephone number or pager number with Central Dispatch at all times during their stand-by week.
- H. When paged the stand-by person will call Central Dispatch no longer than fifteen (15) minutes after receiving the page. The stand-by person must then call in service on his truck radio not more than twenty (20) minutes after receiving the call from Central Dispatch.
- I. Stand-by person will call in service, call out at the call location, clear, and call out of service with Central Dispatch on each emergency call.
- J. Any violation of these rules will be considered cause for disciplinary action according to the seriousness of the violation.

ARTICLE 24
DEFINITIONS

- Retirant Any member of the Bay County Employee's Retirement System who retires with a pension or retirement allowance payable by the retirement system as defined in the Bay County Employee's Retirement System Ordinance.
- Temporary Employee An employee hired for a period of time not to exceed one (1) year. Temporary employees are not members of the bargaining unit.
- Substitute Employee An employee hired on a temporary basis to fill a vacancy created by a permanent employee. Substitute employees are not members of the bargaining unit.

Compensatory Time	Time off in lieu of payment for work outside the regular schedule.
Employer	The County Board of Commissioners, County Executive, Prosecuting Attorney, Sheriff, Register of Deeds, Clerk, Treasurer and Drain Commissioner.
He-She or His-Her	Whenever used will refer to either or both gender.
Lockout	Closing down the operation of the County or any department of the County as a form of economic pressure upon employees to enforce acceptance of employer's terms.
Reclassification	Approved change in the classification of an employee placing the employee under a new or revised job description.
Steward	A representative of Local Union 15157-10, United Steelworkers, County Unit, appointed or elected to carry out Union duties and to adjust grievances.

ARTICLE 25
SUPPLEMENTARY EMPLOYMENT

Supplemental employment is permitted under the following conditions:

- A. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.
- B. Upon request, the employee shall inform his/her Department Head of their supplemental employment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized this 1st day of October, 2014, effective January 1, 2014.

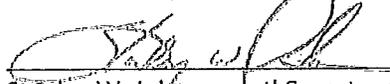
COUNTY OF BAY
Bay City, Michigan

UNITED STEELWORKERS

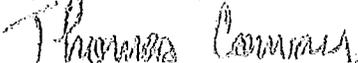

Thomas L. Hickner, Bay County Executive

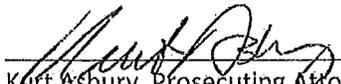

Leo W. Gerard, International President


Ernie Krygier, Chair, Board of Commissioners


Stanley W. Johnson, Intl Secretary-Treasurer

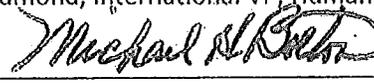

Tim Quinn, Director, Personnel and Employee Relations/Corporation Counsel


Thomas Conway, International, Administration


Kurt Asbury, Prosecuting Attorney

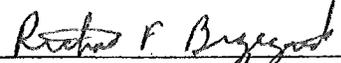

Fred Redmond, International VP, Human Affairs


John Miller, Sheriff

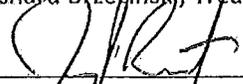

Michael Bolton, Director, District 2


Brandon Krause, Register of Deeds

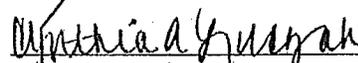

Bryan Fisher, Staff Representative


Richard Brzezinski, Treasurer

USW Local 15157-10 Committee Members


Joseph Rivet, Drain Commissioner


Sandy Meaff


Cynthia Luczak, County Clerk


Amy Hill


Wanda L. Blankenshaw

U.S.W. FULL-TIME TECHNICAL CLASSIFICATIONS

2014 - 2016 Wage Scales
 3% - 0% - 0%

	HIRE	6 MONTH	ONE YEAR	TWO YEAR
TU01	\$9.20 \$736.00 \$19,136.00	\$9.47 \$757.60 \$19,697.60	\$9.82 \$785.60 \$20,425.60	\$10.26 \$820.80 \$21,340.80
TU02	\$9.61 \$768.80 \$19,988.80	\$10.08 \$806.40 \$20,966.40	\$10.51 \$840.80 \$21,860.80	\$11.05 \$884.00 \$22,984.00
TU03	\$10.39 \$831.20 \$21,611.20	\$10.89 \$871.20 \$22,651.20	\$11.45 \$916.00 \$23,816.00	\$11.95 \$956.00 \$24,856.00
TU04	\$11.15 \$892.00 \$23,192.00	\$11.86 \$948.80 \$24,668.80	\$12.47 \$997.60 \$25,937.60	\$13.09 \$1,047.20 \$27,227.20
TU05	\$12.14 \$971.20 \$25,251.20	\$12.88 \$1,030.40 \$26,790.40	\$13.58 \$1,086.40 \$28,246.40	\$14.33 \$1,146.40 \$29,806.40
TU06	\$13.09 \$1,047.20 \$27,227.20	\$13.88 \$1,110.40 \$28,870.40	\$14.70 \$1,176.00 \$30,576.00	\$15.46 \$1,236.80 \$32,156.80
TU07	\$14.37 \$1,149.60 \$29,889.60	\$15.30 \$1,224.00 \$31,824.00	\$16.16 \$1,292.80 \$33,612.80	\$17.06 \$1,364.80 \$35,484.80
TU08	\$15.81 \$1,264.80 \$32,884.80	\$16.80 \$1,344.00 \$34,944.00	\$17.81 \$1,424.80 \$37,044.80	\$18.80 \$1,504.00 \$39,104.00
TU09	\$17.45 \$1,396.00 \$36,296.00	\$18.55 \$1,484.00 \$38,584.00	\$19.68 \$1,574.40 \$40,934.40	\$20.79 \$1,663.20 \$43,243.20



**BAY COUNTY
PERSONNEL DEPARTMENT**

Tim Quinn, Director
quinn@baycounty.net
(989) 895-4098 (T)
(989) 895-2076 (F)

Thomas L. Hickner
County Executive

Tiffany Jerry, Payroll/Benefits Supervisor
jerryt@baycounty.net
(989) 895-4032 (T)
(989) 895-2076 (F)

Rebecca Marsters, Retirement Administrator/Accountant
marstersr@baycounty.net
(989) 895-4043 (T)
(989) 895-2076 (F)

Date: October 15, 2013

To: Ms. Wanda Behmlander, President, USW 15157

Jeanie Deckert, Wellness Coordinator
deckertj@baycounty.net
(989) 895-4087 (T)
(989) 895-2076 (F)

From: Tim Quinn, Director, Personnel and Employee Relations 

Becky Smutek, Payroll Clerk
smutekb@baycounty.net
(989) 895-4044 (T)
(989) 895-2076 (F)

Re: 2014-2016 Collective bargaining agreement

Dear Wanda:

During the course of negotiations, the parties expressed a desire to encapsulate letters of understanding and memoranda which reflected past items of agreement not currently contained in the collective bargaining agreement (CBA) and add those for the sake of reference as an Attachment to the 2014-2016 CBA.

Such documents reflect the parties' intentions and serves to clarify certain long-standing practices as they apply to particular situations. Accordingly, it is understood between the parties that these documents shall bind the parties during the course of this 2014-2016 CBA, but do not automatically carry over to the next agreement.

The following documents are included as Attachments to the CBA:

Type of Document	Year	Subject
LETTER OF UNDERSTANDING	1999	Flexible Spending Accounts
LETTER OF UNDERSTANDING	1996	Reclassification Requests
LETTER OF UNDERSTANDING	1997	Lateral Transfers- Rate of Pay
LETTER OF UNDERSTANDING	2007	Reclassification
MEMORANDUM OF UNDERSTANDING	1996	Mechanical Contractor's License
MEMORANDUM OF UNDERSTANDING	1996	Team Leader
SETTLEMENT RESOLUTION	1998	Merit Days
LETTER	2010	Part time employees and comp time for ACO's
LETTER	2013	Health Care/ISD scheduling/ ACO scheduling

LETTER OF UNDERSTANDING

This letter of understanding is by and between the Bay County Board of Commissioners, Executive, Prosecutor, Treasurer, Clerk, Drain Commissioner and Register of Deeds (hereinafter referred to as "Employer"), and the United Steelworkers of America on behalf of Local Union 15157, Bay County Full-time Unit (hereinafter collectively referred to as "Union").

RE: Flexible Spending Plan

It is agreed that the Employer may offer to employees in the collective bargaining unit a voluntary, flexible spending plan for unreimbursed medical expenses (up to \$2,000 per year per employee) and for child care (up to \$5,000 per year per employee) beginning on September 1, 1999, provided that all authorized Union officials sign this letter of understanding prior to July 1, 1999, and provided the plan remains permitted by applicable law. Only regular-status employees who have one or more years of unbroken service with the Employer may participate in the plan.

The company administering the plan will charge participating employees fees to be determined by the company, and such fees shall be paid through payroll deduction. It is acknowledged that the Employer and participating employees face certain financial risks by participating in this plan. The Employer or the Union may cancel this letter of understanding with written notice to the other in September of any year with the effective date of the cancellation being January 1 of the following year.

Edward L. Rivet 4/3/2000
Eugene Gwizdala EDWARD RIVET Date
Chairman of Bay County Board
of Commissioners

Miles Cameron 6-15-99
Miles Cameron Date
U.S.W.A. Representative

Thomas Hickner 3/28/00
Thomas Hickner Date
Bay County Executive

Michelle Richardson 6/18/99
Michelle Richardson Date
President of Local 15157

Joseph Sheeran 3-28-2000
Joseph Sheeran Date
Bay County Prosecuting Attorney

John E. Miller 7-19-99
John E. Miller Date
Bay County Sheriff

Linda Tober 3-23-2000
Linda Tober Date
Bay County Clerk

Janette Neltzel 3-23-2000
Janette Neltzel Date
Bay County Treasurer

William Rosebush 3-27-2000
William Rosebush Date
Bay County Drain Commissioner

Barbara Dufresne 3-27-00
Barbara Dufresne DUFRESNE Date
Bay County Register of Deeds

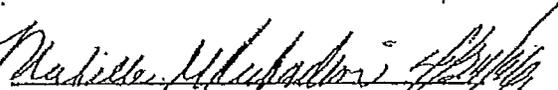
LETTER OF UNDERSTANDING BETWEEN
BAY COUNTY AND U.S.W.A. (FULL-TIME) LOCAL 15157

The parties mutually acknowledge that Michigan law empowers the Bay County Board of Commissioners to adopt wage and salary programs. The Bay County Board of Commissioners had adopted programs according to which members of the Union may request the Human Resources Director to reclassify their positions through analysis and application of specific, point-weighted factors. Through this Letter of Understanding the parties mutually agree that the Bay County Board of Commissioners shall assume no role whatsoever in implementing reclassification determinations, nor shall they intervene after such determinations have occurred. No terms or conditions contained in the Collective Bargaining Agreement are changed as a result of this agreement.



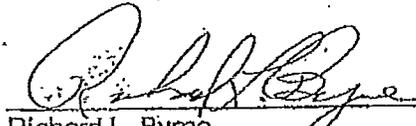
Thomas L. Hickner
Bay County Executive

4/26/96
Date



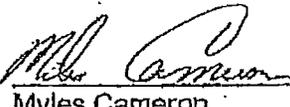
Michelle Richardson
President, Local 15157

Date



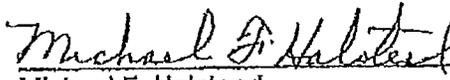
Richard L. Byrne
Chairman of the Board

4-30-96
Date



Myles Cameron
U.S.W.A. Staff Representative

4-24-96
Date



Michael F. Halstead
Chairman of Personnel/Judicial

5/2/96
Date

LETTER OF UNDERSTANDING

Lateral Transfers and Job Reclassifications

This letter of understanding will confirm that in the event that an employee successfully bids a position at the same salary grade ("lateral transfer") during the term of the Labor Agreement, he or she shall receive credit for all previous time spent at that salary grade with respect to future in-grade increases.

This letter of understanding will also confirm that during the term of the Labor Agreement the Union agrees that reclassification decisions made by the Employer under the provisions of the Labor Agreement will not be grieved.

COUNTY OF BAY

Thomas L. Hickner 1/24/97
Date
Bay County Executive

Eugene F. Gwizdzala 3-4-97
Date
Chairperson, Board of
Commissioners

Brian M. Redmond 2/4/97
Date
Director of Human Resources

Joseph K. Sheeran 2/14/97
Date
Prosecuting Attorney

Barbara Torka DuFresne 02/05/97
Date
Register of Deeds

Barbara Albertson 2/5/97
Date
Clerk

Jeanette Neitzel 2/5/97
Date
Treasurer

William Rosebush 3-3-97
Date
Drain Commissioner

UNITED STEELWORKERS OF AMERICA

George F. Becker
Date
Int'l President

Leo W. Gerard
Date
Int'l Secretary-Treasurer

Richard H. Davis
Date
Int'l Vice President

Leon Lynch
Date
Int'l Vice President

Harry E. Lester
Date
District Director

Miles Cameron 2-3-97
Date
Staff Representative

LOCAL 15157

Wanda Behmlander 7/2/97
Date
Chairperson

Linda Theaker 2/3/97
Date

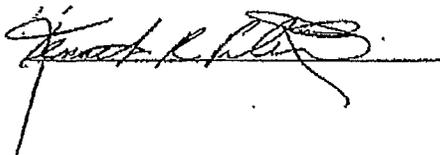
Letter of Understanding

This Letter of Understanding is by and between the United Steelworkers (USW) on behalf of Local Union 15157 (hereinafter referred to as "Union") and the Bay County Board of Commissioners and the Bay County Executive (hereinafter collectively referred to as "Employer").

The Union and the Employer agree to the following as it relates to Article #14, Section #3 Reclassification of the Collective Bargaining Agreement:

When an employee believes that his or her classification is deserving of consideration, the Union may present their request. The Personnel Director and the Union agree to discuss such reclassification requests applying the methods set forth in the County's Wage and Salary Program. If requested, the employee(s) will be provided the opportunity to present the rationale for their request to the Personnel Director prior to the decision regarding reclassification being made. Requests for reclassification may be made not more than once within a rolling twelve month period from the date of the last request. Such requests must be received by the County prior to May 1st of each year and any adjustments will become effective as of July 1st of the same year, and September 1st of each year and any adjustments will become effective as of January 1st of the following year. The current pay scale will continue to be used to determine the appropriate pay step in which to place an employee whose position was reclassified.

For the County of Bay:



For the Union:

Maureen B. O'Connell 12/11/07
Juniece Miller 12/11/07
Barney Wheeler 12-11-07
Bonnie Boman 12-11-07

MEMORANDUM OF UNDERSTANDING
BETWEEN BAY COUNTY AND U.S.W.A. (FULL-TIME)
LOCAL 15157 AND STEVEN LIST

RE: USE OF MECHANICAL CONTRACTOR'S LICENSE

It is mutually agreed that Bay County may, on an ongoing basis, use the mechanical contractor's license of Steven List in exchange for paying Steven List an additional fifty cents (50¢) per hour for each hour of County work performed by Mr. List. This agreement may be canceled and nullified by any of the parties with two (2) weeks written notice.

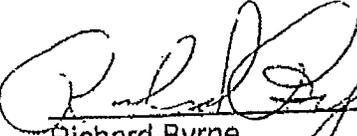
This Memorandum of Understanding is signed without precedent or prejudice.



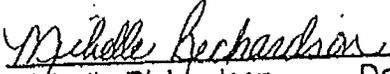
Tom Hickner 10-22-96
County Executive Date



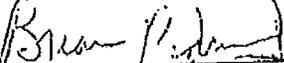
Miles Cameron 10-11-96
U.S.W.A. Staff Representative Date



Richard Byrne 10-22-96
Chairman of the Board Date



Michelle Richardson 10-11-96
President, Local 15157 Date



Brian Redmond 10/22/96
Human Resources Director Date



Steven List Date
Employee

Enclosure: Mechanical Contractor's License

MEMORANDUM OF UNDERSTANDING
BETWEEN
BAY COUNTY AND U.S.W.A. (FULL-TIME) LOCAL 15157

RE: TEAM LEADER (EQUIPMENT OPERATOR)

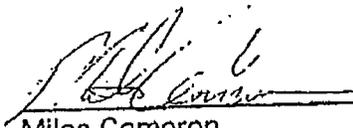
It is mutually agreed that Bay County may designate an equipment operator as a team leader without disciplinary power. The appointee would be charged with reporting to the Director of Buildings and Grounds relative to the coordination of work involving equipment operators, seasonal employees, and community services workers. The appointee would also receive instructions from the Director of Building and Grounds relative to the work to be accomplished by the aforementioned workers. It is further agreed that should a team leader be designated, he or she shall be compensated an additional 28¢ per hour for each hour worked as team leader.

Should the team leader be reclassified from a TU07 to a TU08, this agreement shall become null and void. This agreement may be cancelled and nullified by any of the parties with two (2) weeks written notice.

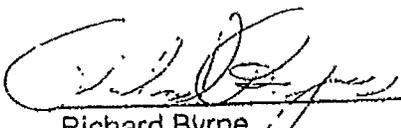
This Memorandum of Understanding is signed without precedent or prejudice.



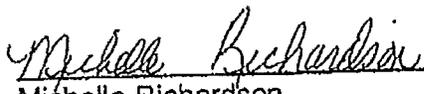
Tom Hickner
County Executive
10-22-96
Date



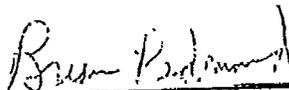
Miles Cameron
U.S.W.A. Staff Representative
10-11-96
Date



Richard Byrne
Chairman of the Board
10-22-96
Date



Michelle Richardson
President, Local 15157
10-11-96
Date



Brian Redmond
Human Resources Director
10/22/96
Date

~~DRAFT~~

MEMORANDUM OF UNDERSTANDING
BETWEEN BAY COUNTY AND UNITED STEELWORKERS
OF AMERICA, LOCAL 15157 (FULL-TIME UNIT)

OK M.R. 10/14/96
B.R. 10/14/96

RE: Reclassification Requests

This is to confirm that the parties have discussed, during contract negotiations, the Union's proposal to reclassify certain positions in the bargaining unit, and that mutual agreement was reached to refer this matter from the collective bargaining table to the administrative mechanism used to process reclassification, as specified in Article 14, section 3 of the collective bargaining agreement, as well as the letter of understanding on job reclassifications contained in the bargaining agreement.

It is further agreed that the reclassification requests shall be entered into the administrative record as having been received on August 30, 1996, provided that the employees submit a fully completed job analysis questionnaire signed by their supervisor to Human Resources no later than fourteen (14) days subsequent to the date of the signatures affixed below. This agreement is limited to, and covers only, the following full-time positions titles and employees:

- Youth Development Workers (Incumbents)
- Carpenter (Incumbent)
- Electrician (Incumbent)
- Maintenance III (Steve List only)

This agreement is signed without precedent or prejudice to future disputes or grievances.

Brian Redmond, 10/14/96
Date
Brian Redmond
Human Resources Director

Miles Cameron, 10-11-96
Date
Miles Cameron
U.S.W.A. Representative

Michelle Richardson, 10/14/96
Date
Michelle Richardson
President, Local 15157

cc: Thomas Hickner
Richard Byrne
Michael Halstead
Peter Cohl

**SETTLEMENT RESOLUTION
OCTOBER 1998 (MERIT DAYS)**

This settlement resolution is by and between Bay County Administration, and the full-time unit of Local Union 15157 and the United Steelworkers of America (herein referred to as Union).

WHEREAS, there is a dispute as to the method of awarding merit days, and the dispute is memorialized in grievance #7-98, and

WHEREAS, the parties have met and decided to resolve the dispute, and

WHEREAS, it is agreed that the anniversary date is defined as the month and the day of an employee's current seniority date in the bargaining unit, and

WHEREAS, the Union herein agrees to withdraw grievance #7-98 with prejudice, and

WHEREAS, the parties agree herein that upon termination of employment an employee shall be paid for merit days accrued to date of termination with no pro-ration, now therefore be it

RESOLVED, that a newly-earned merit day shall be awarded on an employee's anniversary date, and all other merit days earned in previous years shall be awarded on January 1st of each year, and be it further

RESOLVED, that this settlement resolution, with its enclosure, shall be used as a definitive guideline for interpreting the collective bargaining agreement under article 18, vacation, section 5, merit days, and shall be retro-active to January 1, 1998.

Brian Redmond 10/23/98
Brian Redmond Date
Human Resources Director

Miles Cameron 10-22-98
Miles Cameron Date
U.S.W.A. Representative

Michelle Richardson 10/24/98
Michelle Richardson Date
President, Local 15157



**BAY COUNTY
PERSONNEL DEPARTMENT**

Tim Quinn
Personnel Director
quinn@baycounty.net

Thomas L. Hlasknet
County Executive

February 23, 2010

RECEIVED

MAR 05 2010

PERSONNEL DEPARTMENT

Mr. Matt Burley, President
U.S.W. Local #16167
1300 W. Thomas Street
Bay City, MI 48708

RE: *Memorandum of Understanding*

Dear Matt,

The purpose of this memorandum is to clarify Management's position on two issues which were raised in bargaining:

Part-time to Full-time - Consideration of Part-time Employees for Full-time Position Vacancies.

During the course of discussions, the union indicated that on at least one instance, the department head/elected official stated that part-time employees would not be considered for a full-time Steelworker position. This is not the position of the County.

Candidates for full-time positions are evaluated on a number of criteria, such as education, prior work experience, resumes, interviews, tests, to name a few. In particular, prior work experience is judged by duties performed, references from prior employers, as well as other factors. In that regard, be assured that the prior work experience as a part-time Steelworker will be assessed in the same manner in which other applicants are judged by their prior work experience.

Compensatory Time for Stand-by Pay for Animal Control Officers.

During the course of negotiations, the Union brought forth a concern regarding pay for stand-by status during a week. Accordingly, the parties agreed to modify the Letter of Understanding regarding call-in pay, Paragraph 1, Inclusive, dated 6-19-07.

The parties agree that:

In lieu of the four hour straight time pay for covering the week of stand-by, (as described in the contract) the Animal Control officer will receive eight hours

516 Center Avenue, Suite 0102, Bay City, MI 48703-5121
(869) 895-4028 • FAX (869) 885-2070 • TDD (Hearing Impaired) (869) 885-4049
Web: www.baycounty.mi.gov

Quality Record/Action Center 2009 • 2010 List of Incidents/US70 has boxes 2-21-10 hr. 11:00

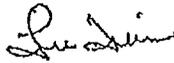
Mr. Matt Burley, President
U.S.W. Local #15157
February 23, 2010
Page 2.

compensatory time to be used during the current calendar year, with no more than eight hours to carry into the following year. Any hours over eight would be comparable to personal time in that they would be lost at the end of the year, if not used. Compensatory time taken shall not exceed 16 hours in any calendar week. Time shall be taken in a manner agreeable to both the employee and manager in a fashion not to disrupt normal department operations. This would not be inclusive of actual emergency call-out pay and other scheduled overtime pay.

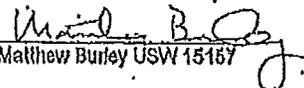
This agreement extends through December 31, 2010. Thereafter, the parties will convene to discuss continuing or modifying it. If the parties do not reach agreement, the provisions of this Compensatory Time for Stand-by Pay for Animal Control Officers shall be discontinued, and prior contractual understandings will apply. This agreement only applies to the Animal Control Facility and is not to be cited as a precedent in other areas.

Please review this with appropriate members of your bargaining committee and sign and return this document to me if you are in agreement.

Sincerely,



Tim Quinn, Director
Personnel and Employee Relations


Matthew Burley USW 15157

3/5/10
Date



**BAY COUNTY
PERSONNEL DEPARTMENT**

Tim Quinn, Director
quinn@baycounty.net
(989) 895-4098 (T)
(989) 895-2076 (F)

Thomas L. Hickner
County Executive

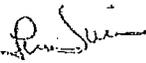
Tiffany Jerry, Payroll/Benefits Supervisor
jerryd@baycounty.net
(989) 895-4032 (T)
(989) 895-2076 (F)

Rebecca Marsters, Retirement Administrator/Accountant
marstersr@baycounty.net
(989) 895-4043 (T)
(989) 895-2076 (F)

August 19, 2014

Jeanie Deckert, Wellness Coordinator
deckertj@baycounty.net
(989) 895-4087 (T)
(989) 895-2076 (F)

To: Ms. Wanda Behmlander, President, USW 15157

From: Tim Quinn, Director, Personnel and Employee Relations 

Becky Smutek, Payroll Clerk
smutekb@baycounty.net
(989) 895-4044 (T)
(989) 895-2076 (F)

Re: 2014-2016 Collective bargaining agreement

Dear Wanda:

This letter will clarify the position of the parties regarding several items of discussion which occurred during the course of negotiations in late 2013.

Health Care

Of ongoing concern to both parties is the increasing cost of health care and the impact of that cost on the County and its employees. We have agreed to the concept of a Wellness Center, as well as changes in deductibles and co-pays. We have also continued the prescription incentive program for the duration of the new agreement.

However, as we have discussed, we believe that increased employee participation in addressing the controllable aspects of medical care inflation should mitigate some of those increases. Accordingly, we will form an employee participation group (EPG) which will focus on health care costs and improving employees' overall health. At a minimum, the group will consist of the County's benefit staff and Wellness Coordinator and the President of the USW local. It is anticipated that other employees (both represented and non-represented) may have an interest in this task force's mission. The group will meet on an as-needed basis, as determined by the Wellness Coordinator.

Although the group will have no authority to act on its own, its mission is to study the current system of health care administration and wellness efforts and make recommendations to the appropriate parties.

After the committee has been operating for 12 months, the parties will evaluate the progress made and determine whether to continue its operation.

Juvenile Home Schedule

Recognizing that the responsibility for scheduling employees falls to the employer, the parties agree that following the effective date of the agreement, a meeting concerning scheduling will be conducted, with the goals of exchange of ideas which may lead to a mutually beneficial solution to some of the issues that sometimes befall a 24/7 operation.

ISD Scheduling Issue

The union and the employer, without prejudice to either party's position and without establishing precedent, agree that the current practice of scheduling on-call, as well as the pay and comp time provisions currently in place with ISD employees will remain in effect for the duration of the 2014-2016 collective bargaining agreement.

Animal Control

The union and the employer, without prejudice to either party's position and without establishing precedent, agree that the current practice of scheduling on-call, as well as the pay and comp time provisions currently in place with Animal Control employees will remain in effect for the duration of the 2014-2016 collective bargaining agreement.

Please review with your bargaining committee and sign and return to me if you are in agreement with the provisions of this letter.


Wanda Behmlander
President USW 15157

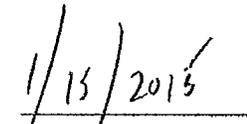

Date

EXHIBIT “C”

STATE OF MICHIGAN

IN THE EIGHTEENTH CIRCUIT COURT FOR THE COUNTY OF BAY

Administrative Order
2007- 143

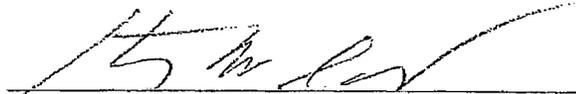
IN RE: ADOPTION OF REVISED FAMILY COURT PLAN

This order adopts former joint Circuit Court Administrative Order Number 2006-04(J) and Probate Court Administrative Order Number 2006-02(J) and is not intended to affect the joint order as it was originally adopted.

The purpose of this new order is to re-compile and revise all previous Circuit Court Administrative Orders still relevant to court operations.

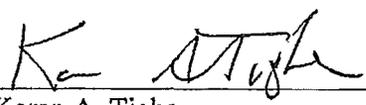
IT IS ORDERED:

This administrative order is issued in accordance with 2002 Public Act 682. The purpose of this order is to adopt the Family Court Plan, as revised, appended to this order, effective upon approval by the State Court Administrative office.



Hon. Kenneth W. Schmidt
Chief Circuit Judge

P25211



Hon. Karen A. Tighe
Presiding Judge, Family Division

P26913

Effective date: January 1, 2007

SCAO Approval: Dec. 22, 2006

BAY COUNTY FAMILY COURT PLAN
18TH JUDICIAL CIRCUIT COURT

The chief judges of Circuit and Probate courts have previously consulted with the other judges in the jurisdiction, the County Clerk, the administrative staff, affected employees, and have solicited input from the Bay County Bar Association. This plan is expected to serve the requirement that a judge's service in the Family Division shall be consistent with the requirement of developing sufficient judicial experience in family law. The following plan is submitted pursuant to MCL 600.1011 and Supreme Court Administrative Order 2003-02, as the Family Court Plan for Bay County, as revised. This plan supercedes the plan adopted by Administrative Order 2006-04(J).

PLAN REQUIREMENTS

1. **General Requirements**

This plan shall be referred to as the "Family Court Plan."

The chief judge of the Circuit Court has supervisory authority over the administration of the Family Division of Circuit Court.

The probate judge shall serve as a presiding judge of the Family Division.

The chief circuit judge and chief probate judge shall periodically review and revise the plan as necessary.

This plan supercedes any prior plans of this circuit that have been approved for the operation of the Family Division.

2. **Judicial Resources and Services:**

The chief judge of the Circuit Court has the authority and flexibility to determine the duration of a judge's service in the Family Division. The following judges are designated to serve in the family division:

All Circuit Court judges;
Bay County Probate Court Judge.

The probate judge shall serve 80% time in the Family Division and the balance as probate judge, because it is not practicable for, nor do sufficient caseloads exist, for this judge to serve full-time in Family Division. This assignment shall be permanent.

The other circuit judges shall serve a small percentage of time in the Family Division to handle family court matters to which they are currently or were previously assigned. These judges shall serve in rotation and will be designated to serve full time in Family Division commencing in the final two years of their current term.

3. **Assignment of Cases**

Cases shall be assigned to the judges serving in the Family Division based on MCR 8.111, and pursuant to a separate local administrative order. Cases shall be assigned through the local administrative order based on the judicial resources available and particular judicial expertise.

The local administrative order regarding case assignments also provides for how cases will be assigned as a result of disqualification of judges.

Family division cases will remain with the judges to which they are currently assigned, regardless of whether that judge is assigned full or part time to Family Division.

Pending and new cases shall be assigned under the one judge, one family concept, when practicable.

All circuit and probate judges are permanently assigned to the Family Division.

4. **Administration**

The chief circuit judge has final supervisory authority over the administration of the Family Division of the Circuit Court.

The presiding judge of the Family Division is responsible for the day-to-day operations of the Family Division.

The court administration of the Family Division is as follows, and is illustrated by the organizational chart which is attached hereto.

Circuit Court Administrator is responsible for scheduling and case flow management, reassignments and equalizations, jury services, case evaluation, law library, assigned counsel, and day-to-day supervision of the family court clerks, reports to chief judge and chief judge of judicial counsel, and to the judges to whom individual court clerks are assigned. Also works in cooperation with Bay County Clerk for supervision of clerk employees.

Probate Court/Juvenile Division Administrator is responsible for the juvenile portion of Family Division cases as well as Estates Division of Probate Court; handles grants and budgets including Child Care Fund, service contracts with Family Court, including court programs such as Intensive Probation, Day Treatment, and GREAT Program. The Probate Court/Juvenile Division Administrator is also responsible for cross-training and supervision of Family Division court clerks, registers, and court recorders in cooperation with Circuit Court Administrator. The juvenile court referee is supervised by the Probate/Family Division judge. This administrator reports to the Probate/Family Division and any judge doing juvenile division cases.

Friend of the Court Division Administrator is responsible for the office of Friend of the Court, including mediation and domestic relations referee services, family counselor functions, support/parenting time modifications and enforcement, and related budgets such as cooperative reimbursement, reports to chief circuit judge and all judges handling domestic relations cases.

The Bay County Juvenile Home is administered by the County Executive. The court does not administer this facility.

5. **Records Management**

The Bay County Clerk is located in a building outside the Courthouse. Deputy county clerks as well as circuit court files for certain years are located in the Courthouse under the day-to-day supervision of the Circuit Court Administrator. The juvenile court clerks have been made deputy county clerks for the purpose of records management and are under the supervision of the Probate/Juvenile Court Administrator.

Family division pleadings involving domestic matters shall be filed in the office of the circuit court clerk in the Courthouse. Pleadings for juvenile matters shall be filed in the office of the juvenile court clerk in the Courthouse (probate court center).

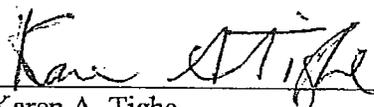
The office of the circuit court clerk in the Courthouse is the central access point to provide the public and the Bar information regarding the Family Division and related activities, such as where to file documents, record storage, records access, and case scheduling.

The County Clerk has been afforded the opportunity to participate in the development of the plan for management of court records and is in agreement.

The above Bay County Family Court Plan has been adopted by the undersigned.



Hon. Kenneth W. Schmidt P25211
Chief Circuit Judge



Hon. Karen A. Tighe P26913
Presiding Judge, Family Division

BAY COUNTY FAMILY COURT

ORGANIZATIONAL CHART

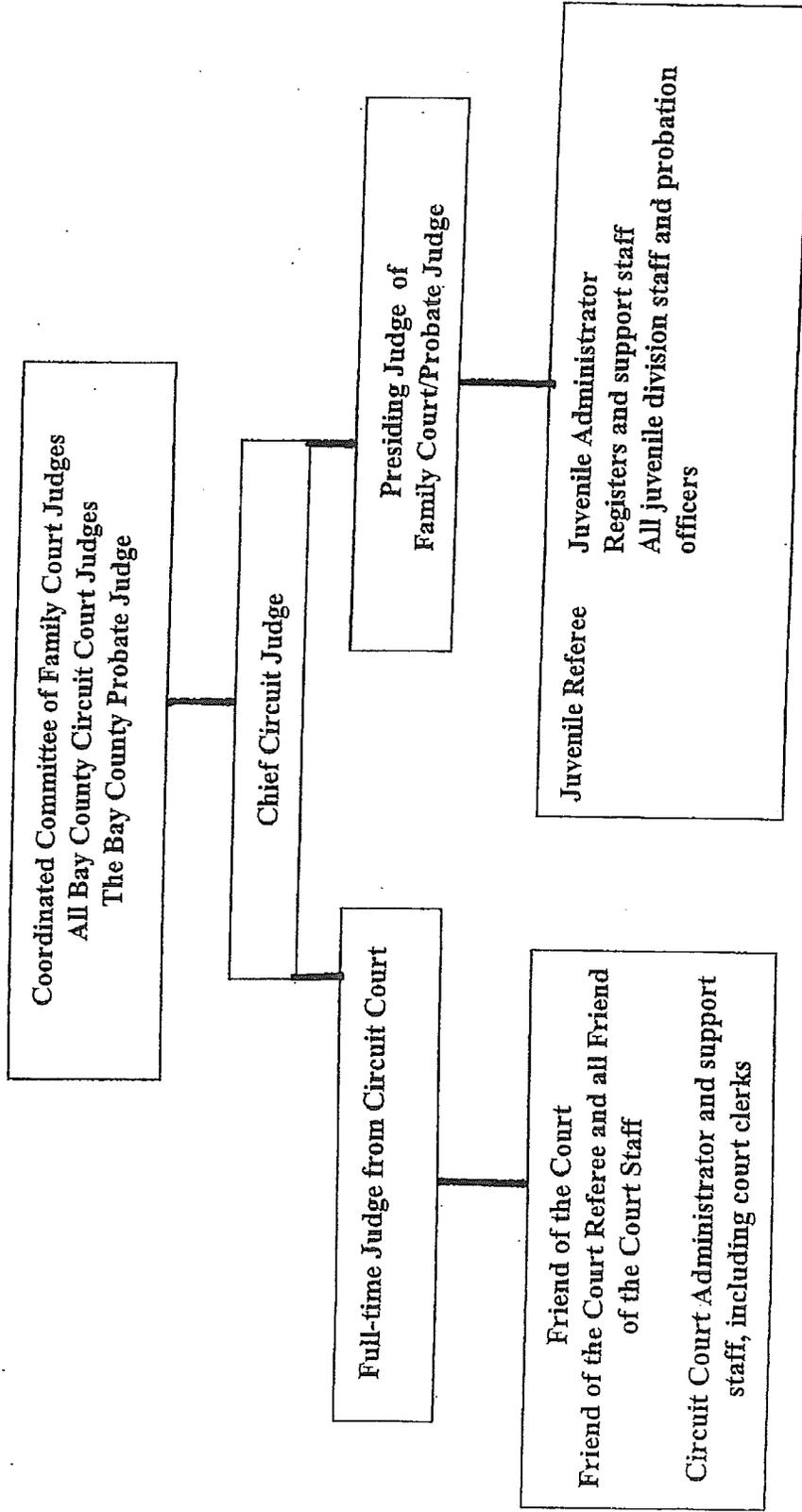


EXHIBIT “D”

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF BAY

CYNTHIA A. LUCZAK, BAY COUNTY
CLERK in HER capacity as an elected official,

Case No. 15-3583-AW (KS)

Plaintiff,

HON. PAUL H. CHAMBERLAIN
(P31682)

- vs -

THOMAS L. HICKNER, BAY COUNTY
EXECUTIVE, in his capacity as an elected
official; BAY COUNTY BOARD OF
COMMISSIONERS, the governing body
for the County of Bay; and KIM MEAD,
BAY COUNTY CIRCUIT COURT
ADMINISTRATOR,

Defendants.

CLARK HILL, PLC
BY: MATTHEW T. SMITH (P46754)
JOSEPH W. COLAIANNE (P47404)
Attorneys for Plaintiff
212 E. Grand River Ave.
Lansing, Michigan 48906
Telephone: 517-318-3100

BOMMARITO LAW OFFICES, PLLC
BY: ALEXANDER D. BOMMARITO (P62704)
Attorney for Defendants
180 E Washington Road
P.O. Box 189
Freeland, Michigan 48623
Telephone: 989-573-5300

AFFIDAVIT OF JULIE COPPENS

STATE OF MICHIGAN)

ss.

COUNTY OF BAY

I, JULIE COPPENS, being first duly sworn, depose and say as follows:

1. That I am the Information Systems Manager for the County of Bay, State of Michigan.
2. That this Affidavit is based upon my personal knowledge.
3. That if sworn as a witness, I can testify competently to the facts stated herein.
4. That as part of my position as the Information Systems Manager, I review requests for software and hardware purchases for the various departments within Bay County.
5. That although a vendor has been selected for electronic filing with the Bay County Court System, no kick-off meetings or other implementation steps have been taken with respect to the 18th Circuit Court.
6. That subsequent to the County Clerk's request to purchase election software in 2014, it was learned that the State of Michigan was implementing their own election software system for the 2016 election, and it was counterproductive and cost prohibitive for Bay County to implement its own system based upon the County Clerk's request in 2014. It is my understanding the State software will be provide free of charge.
7. That the Clerk's request was made due to the stated belief that Bay County's AS-400 computer system would no longer be available for election purposes. However, the AS-400 system will be available until the State implements its own system, and the AS-400 is sufficient to meet the Clerk's needs until that time.

Further, Affiant sayeth not.


 JULIE COPPENS

Subscribed and sworn to before me, a Notary Public, this 16 day of
 October, 2015.

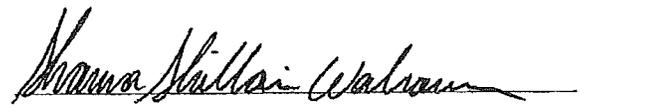

 Sharna Shillair Walraven, Notary Public
Bay County, Michigan
 My commission expires: December 4, 2020
 Acting in the County of: Bay



EXHIBIT "E"

Category: 120

Number: 121

Subject:

1. PURPOSE: Establishes guidelines for utilization of the office of Civil Counsel to defend a County official, employee or case.
2. AUTHORITY: Bay County Board of Commissioners
3. APPLICATION: All Bay County employees, Department Heads and Elected Officials.

Adopted: 2/12/79, Resolution #79-011
Amended 6/17/14, Resolution #2014-113

**CIVIL COUNSEL GUIDELINES
BAY COUNTY, MICHIGAN**

1. The Department of Corporation Counsel:

The Bay County Department of Corporation Counsel (the "Department") was created on April 10, 1979 pursuant to Bay County Board of Commissioners' Resolution No. 79074, as authorized by MCL 45,563(e). The director of the Department is the Corporation Counsel. Additional attorneys hired to provide legal services in the Department shall be designated Assistant Corporation Counsel. Corporation Counsel and Assistant Corporation Counsel shall be attorneys licensed to practice law in the State of Michigan.

2. Powers and Duties of the Department:

A. Except as otherwise provided by law or this Policy, the Department shall, in all matters related to County business;

1. Perform all civil law functions for the County;
2. Provide property acquisition services for the County as provided by law;
3. Represent the County in all civil actions in which the County is a party; and
4. Represent County elected officials in any civil action in which:
 - i. the County elected official is named as a Defendant; and
 - ii. the subject matter involves official acts or duties of the office of the County elected official.

Corporation Counsel shall make the legal determination as to whether any such civil action involves an official act or duty of that County elected official's office that would necessitate representation by the Department, outside legal counsel, or would not necessitate representation. These services shall not be performed on behalf of any component unit of the County or individuals appointed to those component units' boards unless otherwise mandated by law or agreed upon in writing between the duly authorized representative of the component unit with authority to bind that unit and the County Executive, subject to the approval of the Board of Commissioners.

B. The Department is authorized to retain outside legal services on behalf of and in representation of the County, the County Commission, the County Executive and all County elected officials or individuals appointed to a County elected official's position, County Entities, employees, departments, divisions, officers, agencies and instrumentalities and their directors, trustees, officers and employees in matters in which he, she or it is involved as the result of any official act or duty of office.

- C. The provision of legal services and representation as set forth in this Policy shall be within the limits provided by Michigan Law and the Michigan Rules of Professional Conduct.

3. Retention of Outside Counsel:

- A. No County Entity other than the Department is authorized to retain outside legal counsel. A County Entity may submit to Corporation Counsel a written request to retain outside legal counsel. Any written request must comply with section 3.B. of this Policy. A request for retention of outside legal counsel shall not be approved unless the request complies with section 3.B. Corporation Counsel shall evaluate the request and, after consultation with the County Entity, either:
 - (i) approve the request and arrange for retention of outside legal counsel within the scope and limits determined by Corporation Counsel to be necessary and appropriate for each matter; or
 - (ii) reject the request, providing a written notice to the County Entity explaining the basis of the rejection. If the rejection of the request is based solely upon lack of funding, the rejection must so state and the County Entity may request an appropriate budget adjustment to adequately cover the cost of the retention.

- B. Any request to Corporation Counsel for retention of outside counsel must:
 - (i) Be submitted in writing;
 - (ii) Be reasonable and necessary;
 - (iii) Explain the need to retain outside legal counsel;
 - (iv) Set forth the reasons why the Department cannot or may not handle the matter;
 - (v) Indicate that the County Entity has verified that there are sufficient funds available in the portion of the Department's budget allocated to retention of outside legal counsel and, if sufficient funds are not available in the Department's budget, that the County Entity requesting the retention has the funds or will have the funds to pay for the outside legal services and shall identify the account from which the outside legal services will be paid.

- C. Unless otherwise specified in this Policy, no elected or appointed County official, County Entity, employee, department, division, officer, agency or instrumentality or their directors, trustees, officers or employees is authorized to retain outside legal counsel.
- D. Notwithstanding any provision of this Policy to the contrary, outside legal counsel shall not be retained and a contract for legal services shall not be awarded unless the retention is in compliance with the County's Purchasing Policy.
- E. The Department shall not provide legal services to, retain outside legal counsel for or on behalf of an individual who is a Defendant in a criminal matter.

4. **County Entities As Adverse Parties:**

The Department represents the County as an organization and is responsible for directing all legal affairs for the County. Litigation between separate County Entities constitutes a conflict of interest for the Department. In the event that two County Entities are to be adverse parties in litigation, the Department shall in good faith (after receiving input from and conferring with each adverse County entity) select and retain independent legal counsel on behalf of each County Entity, subject to the following procedures, parameters and limitations:

- A. The plaintiff County Entity must notify the Department prior to instituting legal action and must follow the procedure set forth in section B.(i)-(ii) for the Department to retain outside counsel on its behalf. No attorney fees incurred prior to retention of an attorney by the Department on plaintiff County entity's behalf shall be paid with County funds absent a showing that:
 - (1) There existed an unavoidable, emergency need to retain counsel prior to complying with the requirements of these Guidelines; and
 - (2) The failure to utilize outside counsel before approval and retention by the Department of an attorney for the plaintiff County Entity would have resulted in immediate and irreparable injury or damage to the plaintiff County Entity.
- B. The Department reserves the right, prior to retaining outside counsel for a plaintiff County Entity, to obtain an independent legal opinion from outside counsel as to whether there exists a non-frivolous, legal basis to proceed with legal action against the defendant County Entity. In the event that the independent outside counsel opines that there is no non-frivolous, legal basis to proceed with legal action, Corporation Counsel, in his or her discretion, may decline to retain outside legal counsel for the plaintiff County Entity or may retain such counsel only upon a reservation of rights pending a legal determination of the County's responsibility to retain outside counsel. Should the Department decline to retain outside counsel, no

County funds shall be used to pay for outside legal services until ordered to do so by a court of competent jurisdiction.

- C. The Department shall immediately retain outside counsel on behalf of a defendant County Entity upon notification that it has been served with legal process by a plaintiff County Entity.
- D. The County shall be responsible for the payment of only those legal fees incurred that the Court or administrative agency/tribunal presiding over the dispute between the County entities determines were: (1) necessary; (2) reasonable; and (3) the responsibility of the County under Michigan or federal law.
- E. The County Entities agree in any litigation to request the Court or administrative agency/tribunal make the fee determinations referenced in paragraph III.D. and agree to stipulate to the Department's permissive intervention in the action on behalf of the County for the limited purpose of addressing the County's responsibility for payment of any necessary and reasonable costs and attorney fees incurred by either County Entity.
- F. In the event any action filed by a plaintiff County Entity is adjudicated as frivolous by the presiding Court or administrative agency/tribunal the Department reserves the right to seek reimbursement from any plaintiff County entity of attorney fees advanced by the County.
- G. In the event any action filed by a plaintiff County Entity results in a finding of liability as a result of an intentional tort by the defendant County Entity, the Department reserves the right to seek reimbursement from that defendant County Entity of attorney fees advanced by the County.
- H. The Department shall maintain its duty to the County throughout the course of any litigation between County Entities to oversee the litigation without advocating for either side in order to ensure that each County Entity is adequately represented and that the representation is efficiently handled.
- I. At no time and in no way under these Guidelines is the County obligated to retain or pay for the attorney of a current or former County employee who is sues the County for any adverse employment action.

5. Adherence To This Policy Required:

This Policy shall be strictly enforced. The retention of outside legal counsel contrary to the express provisions of this Policy is prohibited. No funds may be paid by the County to satisfy any claim for services rendered by outside legal counsel unless the requirements of this Policy have been followed.

6. Definitions:

For purposes of this Policy, all words and phrases herein not defined in this section or elsewhere in the Policy shall be construed and understood according to the common and approved usage of the English language. Specific terms listed below shall have the following meanings, unless provided otherwise in this Policy:

The County means the County of Bay.

Component unit of the County means, collectively, all component units, blended component units and discretely presented component units contained within Bay County's Financial Statement which include the Bay County building authority, the Bay County road commission, the Bay County economic development corporation, the Bay County library system, the Bay County department of water and sewer, any distinct Bay County drainage districts, the bay area narcotics enforcement team and the Bay County landbank.

County Commission means, collectively, the individuals elected and/or appointed and currently serving as commissioners of the legislative branch of the County of Bay.

County elected official means an individual who was either elected in a county-wide election or lawfully appointed to that position and who is currently serving as either the county clerk, prosecuting attorney, register of deeds, sheriff, treasurer, county executive, drain commissioner, the judges of the Bay County district, probate and circuit courts or an individual currently serving in any other elected office as defined in MCL 49.73.

County Entity means any and all county elected officials, all currently serving county commissioners, all officials elected in district-wide, as opposed to county-wide elections, the county commission, any and all boards established in whole or in part by Bay County pursuant to any federal or state statutes or by county ordinance, any and all employee retirement, pension and/or benefits systems, all departments, divisions, officers, agencies and instrumentalities and their individual directors, trustees, officers and employees.

County Executive means the individual elected and currently serving as the chief executive officer of the County of Bay.

Defendant County Entity means a county entity that has been served with legal process by another county entity in a state or federal court or administrative tribunal.

Legal action means a legal cause of action in a state or federal court or administrative tribunal. Legal action for purposes of this policy specifically excludes worker's compensation and unemployment agency disputes as well as any matters involving alleged ULPs or labor and employment matters subject to any collective bargaining agreement of which any county entity is a signatory party.

Legal process means service of any summons, complaint or legal papers regarding a legal action brought by a plaintiff county entity.

Outside legal counsel means counsel other than the department of corporation counsel.

Plaintiff County Entity means a county entity that has or intends to imminently file a legal cause of action against another county entity in a state or federal court or administrative tribunal.

The Department means the Bay County department of corporation counsel and its individual members which includes corporation counsel and assistant corporation counsel.

This Policy means these Civil Counsel Guidelines.