

LETTER OF AGREEMENT  
BETWEEN  
THE CIRCUIT COURT ASSOCIATION  
AND  
13<sup>th</sup> JUDICIAL CIRCUIT COURT FOR THE STATE OF MICHIGAN

WHEREAS, the Circuit Court Association contract has been discussed by the Circuit Court Association employees, the Circuit Court Judges, and the Funding unit, Grand Traverse County. The parties have agreed to a new contract with the following resolution of terms and conditions for calendar years 2024, 2025 and 2026 (January 1, 2024 - December 31, 2026):

IT IS AGREED:

1. Wages. Effective the payroll following December 31, 2023 (or the date of ratification by the parties if later), the wage scale shall be increased by an additional 4% to each classification. Whenever effective under any other Grand Traverse County labor agreement for 2024, the wage scale shall be increased by the same percentage as the increase contained in any such labor agreement, if it is higher than the increases provided in this contract.

Effective January 1, 2025 (or the date of ratification by the parties if later), the wage scale shall be increased by an additional 3%. Effective January 1, 2026, the wage scale shall be increased by an additional 3%. Whenever effective under any other Grand Traverse County labor agreement for 2025 and 2026, the wage scale shall be increased by the same percentage as the increase contained in any such labor agreement, if it is higher than the increases provided in this contract.

2. Health Insurance. The Funding Unit shall provide health insurance benefits with a Health Savings Account (HSA) plan. The employee will contribute no more than 20% of the Funding Unit's premium cost for the base plan. Part time employees will pay a pro-rated share of the premium based on their regular payroll status. Commencing January 1, 2024, if the Funding unit offers lower cost medical benefit plans, employees shall have the option to select a plan. The Circuit Court Association members will receive payments to their HSA account for 2024, 2025 and 2026 under the same terms and conditions as County employees receive:
  - i) \$1,000 for single subscriber coverage;
  - ii) \$2,000 for double/family subscriber coverage.

The Funding Unit may offer a health insurance plan at lower cost to the employee and each individual employee shall have the option to select this plan.

Whenever effective under any other Grand Traverse County labor agreement for 2024, 2025 and/or 2026, the HSA contribution by Grand Traverse County shall be increased by the same amount as increased contained in that labor agreement, if it is higher than the amounts provided in this contract.

a) Payment in Lieu of Health Insurance. Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional compensation based upon their medical care coverage eligibility status.

The amount of such compensation may be fixed by the Board of Commissioners, but shall not be less than \$2,000 per year. Payments will be made once per year in the amount of \$2,000 on the first payday of December of each year.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Funding unit to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

3. Optical & Dental. The Funding Unit will continue to provide the employees with the same Optical and Dental insurance coverage, currently in effect as of 12/31/2023. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.
4. Defined Contribution Plan. New employees hired January 1, 2016, and thereafter, that are regular full time and part time employees working at least 75 hours per month shall be covered under the Michigan Municipal Employees Retirement System (MERS) 401(a) Defined Contribution Plan. For employees covered under the Michigan Municipal Employees Retirement System (MERS) Defined Contribution Plan, the Funding unit shall contribute three (3%) percent of the employee's wages. Employees may choose to contribute three (3%) percent of their wages to the plan, and if the employee chooses to contribute three (3%) percent, the Funding unit will contribute an additional three (3%) percent.

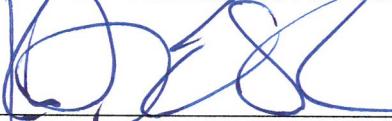
Defined Benefit Plan. For all employees hired prior to January 1, 2016, the Funding Unit shall pay the full cost without employee contribution of the Michigan Municipal Employee Retirement System (MERS) B-4 plan with the F55/25, V-6, FAC-3 and E-2 riders of the Municipal Employees Retirement System. This retirement plan is fully funded by the Funding Unit and has been funded by past employee wage reductions of approximately 10% or more. There will be no additional employee contributions.

5. The Employer shall provide the same Long-Term Disability Insurance benefits to all employees under the same terms and conditions as County employees receive effective January 1, 2024 and continuing thereafter.
6. The Funding Unit will maintain all benefits, including but not limited to, vacation, personal time (except as provided in paragraph 2(a)), workers compensation, unemployment, longevity, life & AD&D insurance, short-term disability, long-term disability, holiday schedules, and retirement benefits all as previously negotiated by the parties will be maintained.

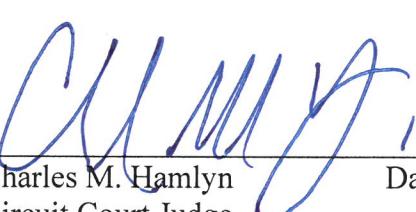
NOW, THEREFORE, BE IT AGREED BY THE CIRCUIT COURT ASSOCIATION, and THE 13<sup>th</sup> JUDICIAL CIRCUIT COURT that this agreement shall be effective on January 1, 2024, and shall remain in full force and effect through December 31, 2026.

FURTHER, BE IT AGREED that the wage and benefit package be adjusted in accordance with the above terms and all other terms and conditions of prior agreements are continued except as modified by this agreement.

For the 13<sup>th</sup> Judicial Circuit Court:

  
12/21/23

Kevin A. Elsenheimer  
Circuit Court Judge

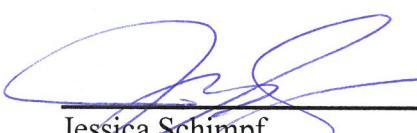
  
12/21/23

Charles M. Hamlyn  
Circuit Court Judge

For the Circuit Court Association:

  
12/21/23

Ariana Spafford  
Circuit Court Association

  
12/21/23

Jessica Schimpf  
Circuit Court Association