

AGREEMENT

12/31/87

between

81st DISTRICT COURT WORKERS

FOR THE COUNTIES OF IOSCO AND ARENAC

and the

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS

ASSOCIATION OF MICHIGAN - TPOAM



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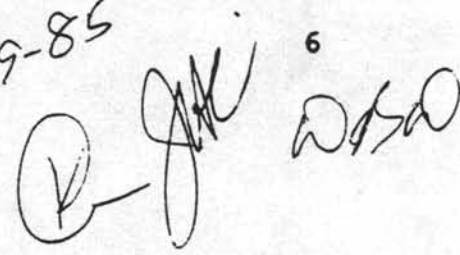
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Josee and Arenac Counties (81st District Court)


81st DISTRICT COURT
of the
COUNTIES OF IOSCO AND ARENA
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AGREEMENT BETWEEN
81st DISTRICT COURT WORKERS
FOR THE COUNTIES OF IOSCO AND ARENAC
AND THE
TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN - TPOAM

January 1, 1985 through December 31, 1987

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AGREEMENT

This Agreement entered into on this 1st day of January, 1985, between the 81st District Court for the Counties of Arenac and Iosco, (herein referred to as the Employer) and the Technical, Professional and Officeworkers Association of Michigan (TPOAM) (herein referred to as the Union).

ARTICLE I
PURPOSE AND INTENT

- 1.1: The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.
- 1.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in maintaining a proper service to the community.
- 1.3: To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II
DEFINITIONS

- 2.1: Monetary items shall include but not be limited to wages, fringes, leaves of all types, vacation, holidays, working hours, overtime, insurance benefits, mileage and longevity.
- 2.2: For the determination of terminology of this contract, the following definitions shall be in effect:
- A. Employer: As per Article III - Recognition
 - B. Employees: Full-time employees and regular part-time employees of the 81st District Court except those specifically exempted by terms of this contract and as per Article III - Recognition.
 - C. Union: Technical, Professional and Office-workers Association of Michigan.
 - D. Seniority: Status established by length of service with the Employer from the date of hire.

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- E. Probation: The service time with the Employer required to establish qualifications for permanent employment as per terms of this agreement.

- F. Substitute Employees: A substitute employee shall be one who is employed on a temporary basis to fill a vacancy created by a regular employee who, under the terms of this agreement, is on personal or medical sick leave of absence longer than eight (8) weeks. The substitute employee's employment will terminate upon the return of the regular employee to that position. As with probationary employees, the Employer's right to discipline or discharge a substitute employee shall not be subject to appeal or grievance under this contract.

- G. Classification: Job specification status established by the Employer.

- H. Seasonal Employee: Any general fund employee hired on less than a full-time basis for specific periods including summer replacement hires, generally not to exceed ninety (90) working days.

ARTICLE III
RECOGNITION

3.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947 as amended, the 81st Judicial District Court does hereby recognize the TPOAM as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment of all secretarial and clerical workers, full-time and regular part-time Magistrates, Deputy Clerks, regular part-time Deputy Clerks, Probation Officer, Court Recorder, excluding all supervisory and elected personnel as well as part-time federally or state-funded employees.

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ARTICLE IV
AID TO OTHER UNIONS

4.1: 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.

ARTICLE V
UNION SECURITY

5.1: Requirements of Union Membership. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as condition of continued employment to continue to be members of good standing in the Union for the duration of this Agreement.


5.2: Employees covered by this Agreement who are not members of the Union at the time it becomes effective and employees hired, rehired, transferred or reinstated into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of good standing of the Union for the duration of this Agreement upon completion of their probationary period, subject however to the following paragraph.

5.3: Any present or future employee covered by this Agreement who does not comply with the above provisions shall, as a condition of employment, pay to the Union a service charge as a contribution toward the administration of the agreement in an amount equal to the regular monthly Union membership dues of aforesaid Union. Upon completion of their probationary period employees who fail to join the Union or pay the service charge shall be discharged by the employer within thirty days after receipt of written notice to the employer from the Union.

5.4: An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, and is a member in good standing, shall be deemed to meet the conditions of this section.

5.5: An employee shall be deemed to be a member in good standing within the meaning of this section if he/she is a member of the Union and not more than sixty (60) days in arrears in payment of membership dues.

5.6: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions made from wages earned by employees.

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5.7: The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article V of this Agreement.

5.8: If a member of the Union desires to withdraw from Union membership, he/she may do so by giving notice to the Union and to the Employer during the ten days immediately prior to the expiration of this agreement. Such notice must be in writing and must be signed by the Member.

ARTICLE VI
DEDUCTION OF UNION DUES

6.1: The Employer hereby agrees to cause deduction of dues and/or initiation fees of the individual employees and cause remittance to the Union to such extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

6.2: Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall submit an authorization for payroll deduction.

6.3: The Employer shall have such deduction or deductions made in the month following receipt of employee authorization and continue same in accordance with the terms and conditions set forth in this Agreement.

6.4: The Employer shall cause transmittal of such deductions, together with a list of the employees paying same, to the Treasurer of the Union at 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, and shall do so as soon as possible after the fifteenth day of each month.

6.5: The Employer shall notify the Union of the termination of any employee.

6.6: Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized deduction of dues shall do so with the understanding that such deductions shall continue for the length of the contract.

6.7: Each employee hired on or after the execution of this Agreement shall be bound by the same or like service charge deduction requirements.

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ARTICLE VII
REPRESENTATION

7.1: It is mutually recognized that the elected president of 81st District Court Workers Association, and/or TPOAM Representative will represent all employees, except probationary employees, covered by this Agreement for the purposes of the grievance procedure hereinafter defined. In the absence of the Union President, an alternate may be appointed.

7.2: Upon receiving permission from the Employer, the Union President, during working hours, without loss of time or pay, may investigate reported grievances and the Union President may present said grievances to the Employer as herein defined.

ARTICLE VIII
MANAGEMENT RIGHTS

8.1: The Union recognizes the Employer's right to manage its affairs and direct its work force, as outlined and defined under State Law 600.8221 and District Court Rules 4005.3.

8.2: The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, and further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer including, but without limiting the generality of the foregoing the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and their discontinuance;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To determine the number, location, and type of facilities and installations;
- D. To determine the size of the work force and increase or decrease its size;
- E. To hire, assign and lay off employees;

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- F. To direct the work force, assign work and determine the number of employees assigned to operations;
- G. To establish work schedule and hours of employment;
- H. To discipline and discharge employees for cause;
- I. To adopt, revise and enforce working rules and carry out cost and general improvement program(s).
- J. To make judgments regarding employees' abilities and skill levels.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

ARTICLE IX
PROMOTION OF PRODUCTIVITY AND EFFICIENCY

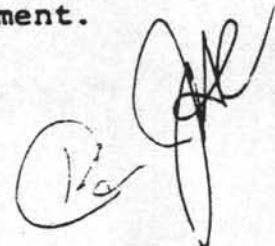
9.1: The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the employer must, within the existing framework of the statutes of the State of Michigan maintain municipal services within the counties as efficiently as possible. The Union shall encourage that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

9.2: The Union recognizes the Employer's right to manage its affairs and direct its work force and agrees that its members will not engage in Union activities during working hours which may detract from their productivity.

ARTICLE X
GRIEVANCE PROCEDURE

10.1: "Grievance" as used in this agreement is a complaint or dispute which involves an interpretation of, application of, or non-compliance with the collective bargaining agreement.

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10.2: All grievances, disputes or complaints arising under and during the term of this agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

10.3: Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps.

- A. Step 1. Members of the Union, or one designated member of a group having a grievance, shall first discuss it with the Employer. Either party may request a member of the grievance committee to be present.
- B. Step 2. Any grievance, which has not been adjusted in Step 1, shall be reduced in writing, signed by the employee involved and the member of the grievance committee who participated in Step 1. Within three (3) working days from the date of the conference, the Employer shall answer the grievance in writing and deliver a copy to the grievant and to the member of the grievance committee.

If the Union asserts that further appeal is warranted, it shall notify the Employer within five (5) working days and the Employer shall provide time within the next five (5) working days to meet with the employee, a representative of the grievance committee and a representative of the TPOAM.

- C. Step 3. If the grievance is not resolved in Steps 1 and 2, either party may within ten (10) working days reduce the dispute to writing and may thereafter file a written request for non-binding mediation between the parties by the Michigan Labor Mediation Board.
- D. Step 4. Grievances not satisfactorily settled in the above steps may be taken by either party to arbitration. The decision of the arbitration shall be final and binding. Costs to be shared equally by the Union and the Employer.

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The parties may agree upon a single arbitrator or either party may secure the services of the Michigan Employment Relations Commission or Federal Mediation and Conciliation Service in the selection of the arbitrator.

ARTICLE XI
DISCHARGE OR DISCIPLINE

11.1: Any employee or group of employees who are called into any office for the purpose of discipline may request the presence of a Union representative and such request will not be denied. Employees will not be disciplined or reprimanded in the presence of the public or employees (excluding Union representatives). The purpose of any discipline administered will be to correct the situation. An employee may request that matters more than two (2) years old be removed from the employee's personnel file. Such matters may be removed in the sole discretion of the employer.

11.2: In the event an employee is discharged, a written notice citing the reasons for the termination will be provided to that employee and the Union. If a grievance is filed, it will begin at Step 2.

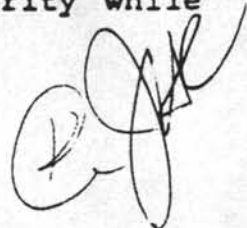
ARTICLE XII
SENIORITY

12.1: New employees hired into the bargaining unit shall be considered probationary employees for the first one hundred eighty (180) days of their employment, unless this period is extended by the Employer. This extension, if made, shall be made or granted with a written explanation to the Union and employee, and shall not last more than ninety (90) days. Upon completion of their probationary period, employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire.

12.2: The Union may represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except for discharge, dismissal or lay-off of probationary employees for other than Union activity.

12.3: Substitutes may be hired to replace employees on sick leave or leave of absence. There shall be no seniority while

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working on a substitute basis. A substitute does not include federally or state-funded employees, Co-op and Youth Corps.

12.4: Should a full-time substitute become a full time permanent employee without a break in service, the period served on a substitute basis shall be pro-rated based upon one (1) year of seniority credit for each 2080 hours worked as a substitute. The employee's seniority and all benefits under this agreement will be based upon the employee's new seniority date.

12.5: An employee shall lose his/her seniority under the following circumstances.

- A. If he/she resigns.
- B. If he/she is discharged and such discharge is not reversed through the grievance procedure.
- C. If he/she is absent for five (5) consecutive working days or fails to return to work within five (5) consecutive working days of the expiration of any type of leave of absence without notifying the Employer. Serious, extenuating circumstances will be considered for lack of notification within the five (5) days.
- D. If he/she fails to return to work within five (5) working days after being recalled from a layoff as set forth in the recall procedure.
- E. If he/she is laid off for a continuous period in excess of two (2) years.
- F. If he/she retires.

12.6: The Employer will furnish to the Union an up-to-date seniority list upon request. Such list shall include the names of all bargaining unit employees, their job titles and seniority dates.

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ARTICLE XIII
SENIORITY ACCORDING TO COUNTY

13.1: For the purpose of seniority, employees whose principle location of employment is Arenac County shall be considered as one seniority unit. Employees whose principle location of employment is Iosco County (including the Recorder/Stenographer and Probation Officer) shall be considered as one seniority unit.

13.2: The principle location of employment for the Court Recorder/Stenographer and Probation Officer is agreed to be Iosco County for purposes of this contract, including but not limited

to Sick and Funeral Leave (Article XXI and XXII), Workers Compensation (Article XXVII), and pension, life insurance, hospitalization, medical insurance and all other insurance benefits or alternative benefits (Article XXXI).

ARTICLE XIV
VETERANS PREFERENCE

14.1: It is the full intention of the parties to comply with the national policy of expediting veterans' re-employment. An employee returning from the armed forces who qualifies for re-employment rights under federal law shall have all rights and privileges provided by such law, but shall be covered only for one period of induction or enlistment by all the provisions. Upon completion of his initial period of active service, he shall be re-employed with full accumulated seniority, provided he is honorably discharged. His application for re-employment must be within ninety (90) days after he is released from such active service, and if the circumstances have not so changed as to make it impossible or unreasonable to re-employ him.

14.2: Honorably discharged veterans who apply for reinstatement as above provided, and who request additional leave, may receive reasonable leave of absence so agreed to by the Union and Employer, and will be re-employed as above provided at the expiration of said leave.

ARTICLE XV
LAYOFF AND RECALL

15.1: The Union shall be notified in advance of any anticipated layoff to allow time to work closely with the Employer, and a special conference may be called.

15.2: If it is necessary to reduce the work force the following procedure will be followed:

- A. Whenever possible employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. In cases of emergency no less than seven (7) calendar days notice of layoff shall be given. The employer shall furnish a copy of such notice to the Union immediately.
- B. Temporary and substitute employees shall be laid off first.

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- C. Seniority employees serving trial periods in the classification being reduced, shall be laid off in order of their date of entry into the classification and shall be reduced to their permanent classification, seniority permitting. Employees who "bump" other employees as set forth below, will be paid the rate of pay established for the new job taken by the employee.
- D. Seniority employees who have completed the trial period for the classification being reduced, shall be laid off in order of their Court seniority and may elect to displace lower seniority employees in the same classification in another section of the Court, provided however that a greater seniority employee shall not displace a lesser seniority employee from a position unless he/she is able to perform the work of that position.
- E. Seniority employees who have completed the trial period for the classification which is being reduced and which is part of a promotional series as hereinafter provided may, if laid off, elect to displace lower seniority employees in a lower class of that series in the Court, provided however, that a greater seniority employee shall not displace a lesser seniority employee from a position unless he/she is able to perform the work of that position.
- F. An employee who cannot be placed in another position in his classification or in his classification series in accordance with the above procedure may elect to displace a lower seniority employee in an equal or lower paying classification in his own department, or if none, in another department, provided, however, that a greater seniority employee shall not displace a lesser seniority employee from a position unless he/she is able to perform the work of that position. It shall be presumed that an employee who passed his/her probationary period in another classification is able to perform the work of that classification. An employee may displace a lower seniority employee in a higher paying classification only if he has completed his trial period in such higher paying classification or has previously performed in the higher classification and is able to perform the work of the higher classification without a trial period.

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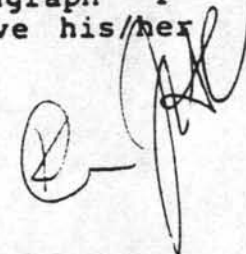
- G. Employees who are laid off from their permanent classification in accordance with the above procedure shall have their names listed on a re-employment list for that classification in the order of their seniority.

15.4: Recall. Recall rights for an employee shall expire if he/she is laid off for a continuous period equal to his length of seniority, or of one (1) year, whichever is greater.

15.5: When an increase in force occurs and there are employees on layoff, the following rules shall apply:

- A. A notice of all job openings will be sent to laid off employees and the Union.
- B. Insofar as possible, employees will be returned to the department where they were working prior to layoff.
- C. Employees whose names appear on the re-employment list for the classification being increased shall be reappointed to that classification according to seniority.
- D. Laid off employees who are not recalled after the completion of the above procedure may elect to accept employment in a vacant position in a lower classification of the series to which their classification belongs.
- E. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Court and shall require that the employee report for work within five (5) days after the date of delivery or proof of non-delivery. Failure to respond within the above-mentioned time will be considered as voluntary resignation. It shall be the employee's responsibility to notify the employer of any change of address.
- F. No laid off employee shall be required to take a temporary position if he has obtained interim employment elsewhere. Should the temporary position become permanent, the employee shall be notified again and be given first preference to that position.
- G. Should an employee have accepted interim employment elsewhere during his layoff and should said employee respond as required in paragraph "F" above, he/she shall be allowed to give his/her

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interim employer a two (2) week notice of resignation before returning to the Court employment. Notice shall be given to the interim employer on the next regular business day.

- H. In instances where employees do not report for work within the required time limit, the next employee in seniority may be recalled. If such next employee has resigned from other employment to accept a position in lieu of an employee who failed to report for work within the required time limit, he/she shall not thereafter be displaced by such greater seniority employee.
- I. Independent of any recall rights as defined by this section, laid off employees shall have promotional rights as defined in the terms of this Agreement.
- J. Any dispute between the Union and the Employer shall be subject to immediate negotiation at a special conference, and are proper subject for the grievance procedure as set forth in this Agreement.

ARTICLE XVI
WORKING HOURS

16.1: The normal working hours for all full-time employees shall remain at 40 hours per week, eight (8) hours per day, Monday through Friday, 8:30 a.m. to 5:00 p.m. or as otherwise directed by the Judge subject to reasonable standards.

ARTICLE XVII
OVERTIME

17.1: All worked performed in excess of the standard work day/work week as defined in Article XVI above in a twenty-four (24) hour period shall be compensated at one and one-half (1-1/2) times the regular straight time rate.

17.2: All work performed on a Saturday shall be compensated at one and one-half (1-1/2) times the regular straight time rate and all work performed on a Sunday or holidays shall be compensated at two (2) times the regular straight time rate.

17.3: If an employee reports for work as scheduled and is sent home he/she shall be guaranteed a minimum of two (2) hours' pay at their his/her regular straight time rate.

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17.4: If an employee is called from his/her home into work because of an emergency, he/she will receive a minimum of two (2) hours' pay either at straight time or overtime rate whichever applies.

17.5: Compensatory time may be taken in lieu of pay when mutually agreed by both the Judge and the employee.

ARTICLE XVIII
HOURS OF NEGOTIATIONS

18.1: Hours of negotiations will be at the convenience of both parties.

18.2: With respect to negotiation meetings between the Employer and the Union, the parties hereby endorse the principle that effective and orderly negotiations are most likely to occur when the negotiation teams for both sides are substantially even in terms of number of members.

18.3: Accordingly, the parties agree that in future negotiations, neither the Employer's team nor the Union's team will exceed three (3) in number. The Employer agrees that if the Union's bargaining team does not exceed the number indicated above, negotiations will be conducted during usual working hours, or as mutually agreed upon, on the Employer's premises, without loss of pay to the Union's negotiators for time spent in negotiations during the employees' normal working hours.

ARTICLE XIX
LEAVES OF ABSENCE

19.1: Employees may be eligible for leaves of absence without pay or benefits after their probationary period is completed, but no sooner than completion of two (2) full years of service or employment.

19.2: Any request for a leave of absence shall be submitted in writing by the employee to the Judge. The request shall state the reason for the leave of absence and the length of time of same.

19.3: Any request for a leave of absence shall be answered in writing within ten (10) working days. Copies of all leave requests and answers shall be provided to the local Union President.

19.4: Leaves of absence for a limited period not to exceed one (1) year may be granted by the Employer for any reasonable purpose, and such leaves may be extended or renewed by the Employer for any reasonable period. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted.

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Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice of return to duty, shall be cause for discharge. Leave without pay shall be granted only when it will not result in undue prejudice to the interest of the Court beyond any benefits to be realized. Application for leave to travel or study, calculated to equip the employee to render more efficient service to the Court, may be deemed to involve such compensating benefits to be measured against the loss or prejudice to the interests of the Court involved in keeping open the position or filling it temporarily until the return of the employee. No leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his or her record of service or by other evidence to be of more than average value to the Court and whose service it is desirable to retain even at some sacrifice.

19.5: Employees on a leave of absence shall retain seniority to their original date of hire for purposes of promotion; however, the employee will not accrue other seniority, vacation, sick time or holiday time for the duration of the leave.

19.6: Maternity Leave. The Employer shall grant a leave of absence without pay for employees upon a written request for such leave by an employee and certification of pregnancy by the employee's physician. During such leave of absence, the employee shall retain seniority to their original date of hire for purposes of promotion provided that the employee may use accumulated leave and sick time. However, the employee will not accrue vacation time, holidays or sick time.

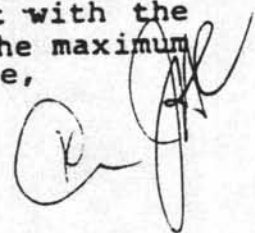
19.7: The employee shall notify the judge by a written statement from her physician every ninety (90) days after pregnancy has been determined. The physician's statement must specify the expected delivery date, and thereafter a projected date of return and the employee's ability and fitness to return to work.

19.8: Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and will be treated as such for purposes of employment.

19.9: Military Leave. Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of his military service in accordance with the Veteran's Preference Act.

19.10: Funeral Leave. In the event of death in immediate family, time off with pay to attend the funeral shall be allowed. This time off with pay shall be granted by arrangement with the presiding Judge or alternate, provided, however, that the maximum is three (3) days. Immediate family is defined as spouse,

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children, mother and father of employee or spouse, sister and brother of employee or spouse, grandparents and grandchildren. Time off without pay to attend a funeral of a more distant relative or friend may be allowed with prior approval the presiding Judge or alternate.

19.11: Jury Duty. An employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his or her regular pay. The employee shall submit proof to his department head that he or she is required to serve on the jury, proof of the amount of pay received by the court for jury duty and proof of the number of hours lost from work as a result.

19.12: Personal Leave. This provision applies only to those employees working in Arenac County. During the term of this contract each permanent employee shall receive three (3) personal leave days per year. These days may be taken without presenting reason, but prior notice of not less than twenty-four (24) hours must be given except in cases of emergency, to the immediate supervisor or Judge. Unused personal leave days as of December 31st each year will be credited to the sick bank. It is hereby agreed that on January 1, 1988, this provision shall automatically be extended to cover the employees working in Iosco County.

ARTICLE XX
SICK LEAVE

20.1: Earnings and Accumulation. Commencing the effective date of this agreement, paid sick leave credit shall be granted to each employee after having completed the probationary period on the basis of one regular work day per month. Such employees may accumulate a maximum credit of one hundred twenty (120) leave days.

20.2: Sick Leave During Leaves of Absence. No employee shall be eligible for or accumulate paid sick leave during a leave of absence or paid sick leave, nor will sick leave credits accumulate during lay-off. When a laid off employee returns to work his/her previous unused sick leave shall be placed to his/her credit.

20.3: Medical or Dental Treatment. Sick leave may not be used for vacations but may be used for medical or dental treatment. No more than actual time used shall be charged against an employee's sick leave accumulation record, but no less than one (1) hour.

20.4: Unpaid Sick Leave. Upon exhaustion of paid sick leave credits, an employee may apply for and may be granted an unpaid sick leave for a period of one (1) year or longer if extended by the Judge.

20.5: Payoff on Termination or Retirement. Any employee leaving the employment of the Employer shall be paid one-third

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(1/3) of his/her accumulated sick leave except one-half (1/2) payment shall be made to employees with then (10) years or more service.

20.6: Payoff on Death. In case of death of an employee, payment of two-thirds (2/3) of his/her unused sick leave shall be paid to his or her estate, based upon his or her hourly rate, at the time of death.

20.7: Employees who are on sick leave lasting five (5) continuous working days shall be required to submit a medical report to the Employer if required to do so in writing, to be furnished by the principal treating agent or facility.

20.8: The Employer may, in its discretion, require that employees submit to physical and medical tests and examinations by Employer-appointed doctors when such tests and examinations are considered to be of value to the Employer in maintaining a capable workforce, employee health and safety, etc., provided, however, that the Employer will pay the cost of such tests and examinations.

ARTICLE XXI
VACATIONS

21.1: Vacation Time. All Court employees who are working five (5) days per week (40 hours) shall be entitled to annual vacation in accordance with the following schedule:

Employees working in Iosco County

After 1 year	5 working days
2 through 5 years	10 working days
6 through 10 years	15 working days
11 years to retirement	15 working days plus one day per year for each additional year after 10 years employment.

Maximum earned vacation not to exceed twenty-five (25) working days per year.

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Employees working in Arenac County

After 1 year through 5 years	10 working days
After 5 years to retirement	10 working days plus one day per year for each additional year after 5 years employment.

Maximum earned vacation not to exceed twenty (20) working days per year.



leave than has been accumulated and vacation in excess of twenty (20) consecutive days shall require written approval of the Judge.

21.5: Vacation Credit, On-The-Job Disability. Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation credit as though the time was worked.

21.6: Unused Vacation Payoff. In case of retirement, resignation, discharge or death of an employee, the employee or his/her estate will be paid for the unused vacation days which have accumulated to his/her credit.

ARTICLE XXII
TRANSFERS AND PROMOTIONS

22.1: All vacancies, transfers and promotions shall be filled, when deemed necessary, by the Employer.

22.2: Any full time, or regular part-time employee, who wishes to be considered for said, vacancy, transfer or promotion, shall notify the Employer in writing of his/her desires.

22.3: It shall be the responsibility of the employer to inform all employees of any vacancy, position openings, transfer openings or pending promotions.

22.4: When filling any vacancy, transfer or promotion the Employer shall take into consideration, seniority, past job performance, ability to perform the new job functions, and/or adaptability. In the event two (2) or more employees are equally qualified in the judgment of the Employer, then the employee with the greatest amount of seniority shall be given preference. In the event the employer selects no employee, the employer will hire from outside the bargaining unit.

22.5: Any seniority employee taking a transfer, or filling a new vacancy, shall be allowed a 30 day trial period to determine whether he/she wish to remain in said position. Further, this thirty (30) day trial period shall serve as a probationary period to determine whether or not he/she can satisfactorily perform the new job.

22.6: Any seniority employee taking a promotion shall be allowed a ninety (90) day trial/probationary period to determine the employee's ability to perform the job and his/her desire to remain in said position.

22.7: Any employee who decides not to take the transfer or promotion after the trial period, or who fails the probationary period, shall be returned to the position held immediately prior

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Effective December 31, 1987, the vacation schedule will be revised as follows and cover employees working both in Iosco and Arenac Counties:

After 1 year	5 working days
After 2 years through 5 years	10 working days
After 5 years to retirement	10 working days plus one day per year for each additional year after 5 years of employment.

Maximum earned vacation not to exceed twenty (20) working days per year.

21.2: Vacation days shall be allotted to the employee on his/her date of hire. Provided however, that the vacation may not be taken until the completion of one year's service with the Court. An exception to this vacation procedure will be allowed should an employee leave the Court employment before the completion of one (1) year of service. In such cases, payment will be made for the number of days accumulated, provided that such employee has worked at least six (6) months but less than one (1) year and in such case shall receive payment for vacation equivalent to 5/6 day per month.

21.3: Employees shall be required to take one-half ($\frac{1}{2}$) of their annual vacation each year. The time at which an employee shall take his/her vacation shall be determined by the Judge with due regard for seniority, the wishes of the employee, and particular regard for the needs of his/her service. Vacation leave shall be charged in not less than half day units.

21.4: Maximum Accumulation. Employees may accumulate vacation periods up to and including thirty (30) days vacation, provided that five (5) vacation days are taken each and every calendar year. However, no employee shall take more vacation

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to the transfer or promotion without any loss in benefits, wages, or seniority.

ARTICLE XXIII
NEW CLASSIFICATIONS

23.1: When a new classification is established by the Employer, the parties shall meet to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question shall be submitted to the Michigan Employment Relations Commission for determination.

23.2: If the new classification is determined to be in the bargaining unit, the parties will negotiate a suitable wage rate for the particular job and to establish the rate at an appropriate place in the wage structure.

ARTICLE XXIV
BREAKS

24.1: Each employee covered by this Agreement shall be entitled to one paid fifteen (15) minute work break for each one-half ($\frac{1}{2}$) shift and one-half ($\frac{1}{2}$) hour unpaid break for lunch for one (1) full shift. An employee scheduled for one-half ($\frac{1}{2}$) shift of overtime shall likewise be entitled to a paid fifteen (15) minute work break. Employees will alternate their work breaks. No work area is to be left unattended by providing break periods.

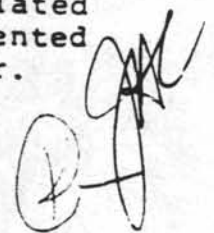
ARTICLE XXV
ON THE JOB INJURY

25.1: The Employer will pay the difference between Workers' Compensation and eighty percent (80%) of base pay to each employee who is injured on the job and qualifies for Worker's Compensation up to a maximum of twelve (12) months.

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ARTICLE XXVI
CONFERENCES AND WORKSHOPS

26.1: The Employer may provide the opportunity for employees to attend conferences and workshops available which are related to the operation of the courts. All authorized and documented expenses related to such attendance shall be paid by Employer.



ARTICLE XXVII
UNION BUSINESS DAYS

27.1: The Union President and his/her alternate shall be allowed one (1) paid day off per year to attend any union convention if any such convention shall be held.

ARTICLE XVIII
GENERAL PROVISIONS

28.1: Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall support the Employer in application of this provision of the agreement.

28.2: The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

28.3: At no time will part time employees exceed more than five (5) persons, except by mutual agreement by both parties.

ARTICLE XXIX
INSURANCE

29.1: Hospitalization Insurance. Each full-time employee who meets the eligibility requirements of Blue Cross shall be provided with hospitalization insurance, including the riders of insurance. The Employer shall assure payment of full premium and said insurance shall cover the employee and his/her dependents.

Minimum coverage shall be as set forth below:

Comprehensive Hospital
MVF-1
PPNV-1 Rider
ML Rider
\$2.00 Co-pay Prescription Rider
Medicare/Complementary Benefits

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Employees working in Iosco County will also receive Master Medical Option IV. Effective July 1, 1985, employees working in Arenac County will also receive Master Medical Option IV.

29.2: If an approved leave of absence is granted an employee, he/she may have the option to pay his/her Blue Cross/Blue Shield payments to keep his/her coverage intact.

29.3: Dental Insurance. Effective the date of this Agreement through June 30, 1985, employees will continue to receive their current dental coverage.

Effective July 1, 1985, each employee covered by this Agreement shall be covered by a Dental Plan, family coverage. The plan shall be Michigan Blue Cross/Blue Shield Comprehensive Preferred, CR-50-50-50 MBL \$800 or equivalent. Fifty (50%) percent of the cost of such plan shall be borne by the Employer, and fifty (50%) percent of the cost shall be borne by the employee. In any event, the Employer's cost shall not exceed \$15.00 per month per employee.

29.4: Life Insurance. The Employer agrees to assure payment in full for life insurance premiums for a \$10,000 policy with accidental death and dismemberment provisions in the same amount, for all full-time employees except probationary employees.

ARTICLE XXX
PENSION

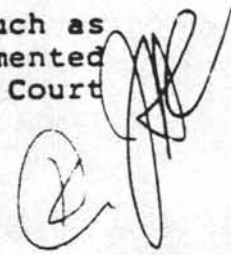
30.1: The County will continue the present pension coverage, MERS C-1 Plan, for all employees covered under this contract. Employees shall not be required to contribute to the plan.

ARTICLE XXXI
MILEAGE AND EXPENSES

31.1: Mileage Rate. The County shall reimburse travel by employees in their personal vehicles at the rate paid by the State of Michigan and when the State of Michigan changes rates, the County will change to that rate automatically at the same time.

31.2: Incidental Expenses. Other incidental expenses such as food, parking and lodging shall be allowed for when documented for and consistent with Court's policy for travel while on Court business.

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ARTICLE XXXII
WAGES

32.1: Wage rates for employees working in each County are shown in Appendix A which is attached to and incorporated in this Agreement.

32.2:

Rates and Classifications Effective 1-1-87 through 12-31-87.

To be re-opened for negotiations.

ARTICLE XXXIII
LONGEVITY PAY

33.1: Each employee shall receive a lump sum check for longevity on the anniversary of his/her date of hire according to the following schedule and subject to the limitations contained in section 33.2:

After 5 years	\$200
After 10 years	\$300
After 15 years	\$400
After 20 years	\$500

33.2: Longevity payment shall be made on the next regular pay day on a separate check following the anniversary date of hire of the employee.

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ARTICLE XXXIV
HOLIDAY PAY

34.1: Paid holidays will be as identified and defined in the Michigan Court Rules and as identified and defined in Administrative Orders issued by the Michigan Supreme Court. In addition, all employees will be allowed released time between the hours of 12:00 noon and 3:00 p.m. on Good Friday.

34.2: If work is necessary on the above holidays, double time shall be paid.

34.3: To be eligible for the holiday pay, the employee must work the regular working day before and the regular working day after the holiday, unless on vacation or off with permission of the supervisor. If a holiday is observed during an employee's vacation period, the holiday shall not be considered a vacation day but shall be taken off as a holiday and the employee shall then receive an additional day off with pay.

34.4: Employees called in for work on a holiday shall be guaranteed a minimum of two (2) hours pay at the premium rate.

ARTICLE XXXV
SEVERABILITY

35.1: Severability. This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

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D. J.

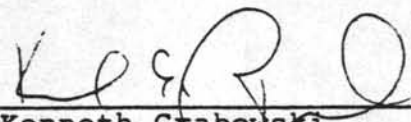
ARTICLE XXXVI
DURATION

36.1: Duration of Agreement. This Agreement shall be effective as of January 1, 1985 through December 31, 1987 except that wages for the period January 1, 1987 through December 31, 1987 shall be reopened for negotiations. Either party may notify the other party sixty (60) days prior to the reopener and/or expiration of their desire to amend or modify the collective bargaining agreement. During negotiations, the contract shall be extended day by day mutual agreement until new agreement is reached.

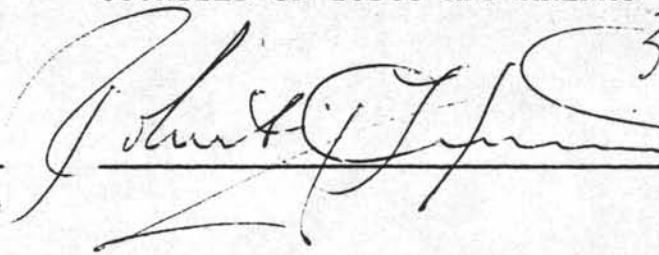
IN WITNESS Whereof the parties hereto have caused this instrument to be executed on the day and year first written above.

TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN

81st JUDICIAL DISTRICT COURT
COUNTIES OF IOSCO AND ARENAC



Kenneth Grabowski
Business Agent



3-29-85

3-29-85
DBW



APPENDIX A*

WAGE RATES

Effective January 1, 1985 through December 31, 1985

	<u>START</u>	<u>SIX (6) MONTHS</u>	<u>ONE (1) YEAR</u>
<u>Magistrate</u>			
Iosco	\$15,973	\$16,524	\$18,360
Arenac	15,530	16,065	17,850
<u>Probation Officer</u>			
Iosco	15,136	15,484	17,398
<u>Recorder/Secretary</u>			
Iosco	13,093	13,966	14,548
<u>Deputy Clerk/Magistrate</u>			
Iosco	11,821	12,478	13,135
Arenac	11,821	12,478	13,135
<u>Deputy Clerk/Typist</u>			
Iosco	10,892	11,498	12,103
Arenac	10,892	11,498	12,103
<u>Clerk/Typist</u>			
Iosco	9,918	10,442	11,400

*Wage rates are shown for employees working in each County.

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RBA
Q. [Signature]

APPENDIX A*

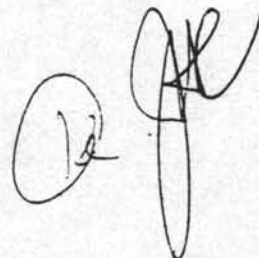
WAGE RATES

Effective January 1, 1986 through December 31, 1986

	<u>START</u>	<u>SIX (6) MONTHS</u>	<u>ONE (1) YEAR</u>
<u>Magistrate</u>			
Iosco	\$16,452	\$17,019	\$18,910
Arenac	16,452	17,019	18,910
<u>Probation Officer</u>			
Iosco	15,590	15,949	17,920
<u>Recorder/Secretary</u>			
Iosco	13,486	14,385	14,984
<u>Deputy Clerk/Magistrate</u>			
Iosco	12,176	12,853	13,529
Arenac	12,176	12,853	13,529
<u>Deputy Clerk/Typist</u>			
Iosco	11,219	11,843	12,466
Arenac	11,219	11,843	12,466
<u>Clerk/Typist</u>			
Iosco	10,216	10,756	11,742

*Wage rates are shown for employees working in each County.

3-29-85
D.B.H.

Handwritten initials and signatures, including a large stylized signature and a circular mark.

Iosco County Board of Commissioners

COURT HOUSE
Tawas City, Michigan 48763

Date May 6, 1987

RESOLUTION/MOTION

Honorable Board of Commissioners:

Your Personnel Committee recommends that the Chairman of
Iosco County Commission sign the "Letter of Agreement" with the
Technical, Professional and Officeworkers Association of Michigan
(T.P.O.A.M.).

SIGNED

Robert G. Cudney
ROBERT G. CUDNEY

SUPPORT

Robert W. Tember

LETTER OF AGREEMENT

In accordance with Article XXXII, section 32.2 of the existing collective bargaining agreement, the parties have negotiated the wages to be effective from January 1, 1987 through December 31, 1987. The wage rates shall be as follows:

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
<u>Magistrate</u>			
Iosco	\$16,452	\$17,019	\$18,910
Arenac	16,452	17,019	18,910
<u>Probation Officer/ Court Administrator</u>			
Iosco	15,590	15,949	20,000
<u>Recorder/Secretary</u>			
Iosco	13,486	14,385	14,984
<u>Deputy Clerk/ Magistrate</u>			
Iosco	12,176	12,853	13,529
Arenac	12,176	12,853	13,529
<u>Deputy Clerk/ Typist</u>			
Iosco	11,219	11,843	12,466
Arenac	11,219	11,843	12,466
<u>Clerk/Typist</u>			
Iosco	10,213	10,756	11,742

Wage rates are shown for employees working in each county.

In addition to the wage rates shown, each employee shall receive a one-time lump sum payment of \$294.00, which shall not be part of the base wage rate.

In witness whereof, the parties hereto have set their hands and seals this 12 day of May, 1987.

TECHNICAL, PROFESSIONAL AND OFFICERS ASSOCIATION OF MICHIGAN

Kenneth E. Grabowski
Business Agent

Shirley Prescott 5/1/87
Shirley Prescott, President
81st District Court Employees Association

81ST JUDICIAL DISTRICT COURT
Counties of Iosco and Arenac

Larry E. Rose 5-6-87
Iosco County - Larry E. Rose
Chairman of the Board

Edward W. Schillinger
Arenac County Edward W. Schillinger
Chairman of the Board

81st District Court 5-5-87