A G R E E M E N T

Between

84TH DISTRICT COURT OF THE COUNTY OF WEXFORD

and

UNITED STEELWORKERS OF AMERICA, AFL-CIO

Effective: January 1, 1993 - December 31, 1995

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I N D E X

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AN AGREEMENT made and entered into this 22nd day of September, 1993, effective January 1, 1993, by and between the 84TH DISTRICT COURT OF THE COUNTY OF WEXFORD, hereinafter referred to as the "Employer" or the "Court", and the UNITED STEELWORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union".

RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer, included in the unit described below:

> All regular full time clerical employees employed by and under the direction of the 84th District Court of the County of Wexford, BUT EXCLUDING District Judges, Magistrates, and Court Administrators.

Section 1.1. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full time employees who have completed their probationary periods as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit set forth in Section 1.0. For purposes of this Agreement, the following definitions are applicable:

(a) Permanent Full Time Employee. A permanent full time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.

(b) Supervisor. A supervisor is any person with the authority to hire, transfer, lay off, discharge, promote, or effectively discipline employees, or who has the responsibility to direct employees or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgment and skill.

(c) Immediate Supervisor. The term "immediate supervisor" as used in this Agreement shall mean those individuals holding the positions of Wexford County District Judge and Court Administrator.

(d) Employer. "Employer" shall mean the 84th District Court of the County of Wexford. The definition of the term "Employer" contained in this Agreement is for the sole purpose of defining rights and responsibilities under this Agreement, and it shall not be binding upon the parties hereto for other purposes to the extent that an Employer may be otherwise defined under the laws of the State of Michigan.

REPRESENTATION

Section 2.0. Grievance Committee. The Employer hereby agrees to recognize a Grievance Committee consisting of not more than five (5) selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the Grievance Committee shall be designated as the Grievance Chairperson. Members of the Grievance Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

Section 2.1. Stewards. The Employer agrees to recognize a Steward who shall be selected or elected by the Union from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for a Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor will release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

Section 2.2. Alternate Grievance Chairpersons, Stewards and Grievance Committee Members. Alternate Grievance Chairpersons, stewards, or members of the Grievance Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate Grievance Chairpersons, stewards or members of the Grievance Committee shall serve temporarily in the absence of the regularly selected or elected Grievance Chairperson, steward or member of the Grievance Committee, and such alternate Grievance Chairperson, steward or member of the Grievance Committee shall have the same rights, duties, limitations and obligations as the regularly selected or elected Grievance Chairperson, steward or member of the Grievance Committee during the period of replacement.

Section 2.3. Identification of Union Representatives. The Employer shall be informed in writing of the names of members of the Grievance Committee, the Chairperson of the Grievance Committee, the Steward, alternate Grievance Chairpersons, Stewards, and Grievance Committee members, and any changes therein, upon

their selection or election. The Employer will extend recognition to such individuals upon receipt of this notice.

Section 2.4. Special Conferences. Special conferences for important matters of mutual concern shall be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 2.5. Union Access. An International Representative of the Union may visit the Employer's place of business for purposes of administration of this Agreement, provided, however, that such visit does not interrupt or unduly interfere with performance of employees' work.

UNION SECURITY

Section 3.0. Agency Shop. As a condition of continued employment, all employees included in the bargaining unit set forth in Section 1.0 shall, thirty-one (31) days after the beginning of their employment with the Employer or thirty-one (31) days following the execution of this Agreement, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees required of all Union members or, in the alternative, pay to the Union a service fee. For all purposes under this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members.

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.

Section 3.2. Failure to Pay Service Fee. An employee required to pay the service fee established in Section 3.0 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Union's intent to require enforcement of Section 3.0. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The Employer shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the Employer. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30)

working days of receipt of a copy of the notification from the Employer shall be terminated, provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in a legal forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to discharge.

Section 3.3. Payroll Deduction for Union Dues.

(a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or, if applicable, service fees from each employee covered by this Agreement who voluntarily executes and files with the County's payroll office a checkoff authorization form. Any authorization which lacks the employee's signature shall be returned to the Union. All authorizations filed with the County's payroll office shall become effective the first (1st) payroll period of the following month and each succeeding month, provided the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's Union membership dues, initiation fee, or, if applicable, service fee obligation owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings.

(b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the County's payroll office.

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

(d) 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.

(e) The Union shall notify the County Administrator in writing of the proper amount of Union membership dues and initiation fees or service fees, if applicable, and any subsequent changes in such amounts. The sole authorized representative of the Union for purposes of certifying the amount or any change in the monthly dues and initiation fees or service fees to be deducted by the Employer shall be the International Treasurer of the Union. The County's payroll office shall furnish the International Treasurer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.

(f) 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 shall be made until the matter is resolved.

(g) All dues and fees so deducted shall be remitted to the International Treasurer of the Union at an address which he authorizes for this purpose.

(h) The Union shall indemnify and hold the Employer harmless for any and all claims that may be asserted against the Employer as a result of any deductions made pursuant to this Agreement or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1, 3.2 and 3.3.

(i) The Employer shall not be liable to the Union, its members, or the employees it represents once the amounts deducted pursuant to this Section have been remitted to the Union, and, further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

(j) The Employer's sole obligation under this Section is limited to the deduction of Union membership dues and initiation fees and, where applicable, service fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

RIGHTS OF THE EMPLOYER

Section 4.0. Governmental Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions, and authority of management to manage the governmental operations of the Court, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign, and retain employees in positions with the Employer; further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Court. It is also agreed that the Employer has the right to determine the methods, means, personnel, or otherwise, by which the business of the Court shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof, as well as to determine the size of the work force and to increase and decrease the number of employees retained; to adopt, modify, change, or alter its budget; to combine or reorganize any part or all of its operations; to determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; and to determine the number of supervisors. 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 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 the laws of the State of Michigan, and the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Court hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under the applicable Michigan laws or any other national, State, county, district, or local law or regulations as they pertain to the Court.

GRIEVANCE PROCEDURE

Section 5.0. Definition of Grievance. For purposes of this Agreement, "grievance" means any dispute which alleges a violation of a specific provision or provisions of this Agreement as written.

Section 5.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with the employee's immediate supervisor, or designated representative, within five (5) days from the time of the occurrence of the events giving rise to the complaint or within five (5) days following the date the employee should first reasonably have known of the events giving rise to the complaint. If requested by the employee, the Steward shall be present. A request for the Steward to participate in the discussion shall be made by the employee to their immediate supervisor, or designated representative, who shall make proper arrangements as soon as possible. The immediate supervisor, or designated representative, will give an oral answer to the complaint within five (5) days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure. If the complaint is not satisfactorily settled in Step 1, the complaint may be reduced to a written grievance within five (5) days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint including the Section or Sections of this Agreement in dispute, and shall be signed by the employee or the Steward. The grievance shall be submitted to the employee's immediate supervisor, or designated representative. The immediate supervisor, or designated representative, the employee(s) involved, the Steward and the Grievance Chairperson will discuss the grievance within five (5) days after the grievance has been submitted to the immediate supervisor or designated representative. The immediate supervisor or designated representative, shall place a written disposition upon

the grievance within ten (10) days and return it to the Grievance Chairperson, with a copy to the International Representative of the Union.

Step 3. Written Procedure. If a grievance is not satisfactorily settled in Step 2, the International Representative of the Union may appeal the immediate supervisor's decision by delivering to the Presiding Judge of the Court, or designated representative, a written request for a meeting concerning the grievance within fifteen (15) days following receipt of the immediate supervisor's written disposition of the grievance. A copy of this written request shall be provided to the immediate supervisor. Within fifteen (15) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union Committee (Grievance Chairperson, Steward, and the International Representative of the Union). The employee(s) involved shall attend the meeting if their presence is requested by either the Employer or the Union. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the fifteen (15) day period, it shall be scheduled for a date mutually convenient for the parties. The Presiding Judge of the Court, or designated representative, shall place a written disposition on the grievance within fifteen (15) days following the date of this meeting, and return it to the International Representative of the Union, with a copy to the Grievance Chairperson.

Section 5.2. Grievance Resolution. All resolutions of grievances must be approved by the Presiding Judge of the Court before they are binding on the Employer. If the resolution of a grievance is disallowed by the Presiding Judge of the Court, the Union shall have five (5) days following receipt by a Committeeman of notice of the Employer's action to resubmit the grievance at the next higher Step in the Grievance Procedure than the grievance held prior to such disallowance. If the grievance is not submitted in a timely fashion, it shall be deemed to be withdrawn.

Section 5.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Section 5.4. Time Computation. In computing days under the Grievance Procedure, Saturday, Sunday, and holidays recognized under this Agreement shall be excluded.

Section 5.5. Grievance Form. The grievance form shall be mutually agreed upon.

Section 5.6. Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regular working hours while pursuing the Grievance Procedure, provided, however, the Employer reserves the right to revoke this benefit if this privilege is being abused.

Section 5.7. 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.

ARBITRATION

Section 6.0. Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within fifteen (15) days following receipt of the Employer's disposition in Step 3 of the Grievance Procedure. If the Employer fails to answer a grievance within the time limits set forth in Step 3 of Section 5.1, the Union, if it desires to seek arbitration, shall notify the Employer involved in writing no later than fifteen (15) days following the date the Employer's Step 3 answer was due. In all cases, the Union must request a panel of arbitrators no later than fourteen (14) days following its notification to the Employer that it intends to arbitrate the matter. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the Employer's last disposition.

Section 6.1. Selection of Arbitrator. If, pursuant to the Grievance and Arbitration Procedure established in this Agreement, a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall, within two (2) weeks from receipt by the Employer of notice for arbitration, select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be

shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.

Section 6.2. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power to amend, alter, or modify this Agreement in any respect. It shall not be within the jurisdiction of the arbitrator to rule upon the exercise of the Employer's rights not otherwise specifically abridged by this Agreement. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

Section 6.3. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit affected, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement.

STRIKES AND ILLEGAL ACTIVITIES

Section 7.0. No Strike Pledge. The parties to this Agreement mutually recognize that the services performed 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, slow-down, 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 engage in any other acts that interfere in any manner or in 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 buildings or premises or any other location where employees covered by this Agreement are expected to work. This Section shall not preclude appeal to the public in other legitimate ways which are not inconsistent with this Section.

Section 7.1. No Lockout. The Employer agrees that it will not, during the term of this Agreement, lock out its employees.

Section 7.2. Penalty. The Employer and the Union agree that discharge is an appropriate penalty for employees who violate the provisions of Section 7.0. Any appeal to the Grievance and Arbitration Procedures shall be limited to the question of whether the employee did in fact engage in any activity prohibited by Section 7.0.

SENIORITY

Section 8.0. Definition of Seniority. Seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire. An employee's "most recent date of hire" shall be the most recent date upon which he 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 new employees shall be considered to be on probation and shall have no seniority for the first six (6) months of employment following their first day of work for the Employer. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

Section 8.2. Seniority List. An up-to-date seniority list shall be furnished to the Union every six (6) months. The seniority list shall be deemed to be correct for all purposes unless a protest has been filed within thirty (30) working days following the date the seniority list was furnished to the Union.

Section 8.3. Loss of Seniority. An employee shall lose his seniority and his employment relationship shall end for any of the following reasons:

(a) He quits or is discharged with just cause;

(b) He retires;

(c) He is absent from work for three (3) working days, unless a satisfactory reason for such absence is given;

(d) He fails to return to work at the specified time upon expiration of a leave of absence, disciplinary suspension, vacation, or recall from layoff unless a satisfactory reason for such absence is given;

(e) He is on layoff status or sick leave for a period of time equal to his seniority or twenty-four (24) months, whichever is less;

(f) He is promoted to a position outside the collective bargaining units;

(g) He fails to notify the Employer for three (3) consecutive working days that he will not be reporting for work, unless a satisfactory reason for such failure is given.

Section 8.4. Seniority and Benefit Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided for in one of the Leaves of Absence Sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue during any leave of absence which exceeds thirty (30) calendar days.

Section 8.5. Grant Positions. All employees who are employed by the Employer in positions which are funded by State or Federal grants shall not have seniority preference for any purpose under this Agreement over regularly budgeted employees. If such an employee is later retained by the Employer in a regularly budgeted position, full seniority shall be given from the employee's original date of hire. All such grant-funded positions shall not be included in the collective bargaining unit set forth in Section 1.0 and shall not be covered for any purpose by this Agreement.

LAYOFF AND RECALL

Section 9.0. Layoffs. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall lay off employees in the following order:

(a) The first employee or employees to be laid off shall be temporary and/or irregular employees (if any) in the particular job classification affected by the layoff.

(b) The next employee or employees to be laid off shall be regular part time employees (if any) by inverse order of seniority in the particular job classification affected by the layoff.

(c) The next employee or employees to be laid off shall be probationary full time employees in the particular job classification affected by the layoff.

(d) Further layoffs from full time employees of the affected classification shall be accomplished by the inverse order of seniority; provided, however, that the remaining senior employee or employees have the necessary ability to perform the remaining required work.

Whenever practicable, the Employer agrees to give five (5) calendar days advance notification of layoff and, if known, the anticipated duration of the layoff.

Section 9.1. Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displace the least senior employee in any job classification covered by this Agreement within their present department whose start rate is less than or equal to the start rate of their present classification under the following conditions:

(a) The laid off employee has greater seniority than the employee to be displaced.

(b) The laid off employee presently has the necessary ability to perform in an effective and efficient manner the work in the other job classification.

(c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoffs.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification, and shall be paid at the step on the wage progression in their new classification that they were on in their old classification.

Section 9.2. Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary ability to perform in an effective and efficient manner the required work.

Section 9.3. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

(a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within forty-eight (48) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

(c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail. Employees who fail to report for work by the

required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer, or unless they have been provided less than ten (10) days advance notice.

Section 9.4. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number, and the current names of their dependents. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number, and the names of their dependents as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number, and the names of their dependents, as reflected in the Employer's files, for all purposes involving the employee's employment.

Section 9.5. Layoff Disputes. All grievances concerning layoff or displacement rights must be filed within five (5) working days from the date of notification of the layoff or displacement and shall be processed initially at Step 3 of the Grievance Procedure.

PROMOTIONS

Section 10.0. Advancement.

(a) In order to provide advancement opportunities when permanent vacancies exist within the collective bargaining unit covered by this Agreement, the Employer will post such vacancies on the bulletin boards for five (5) workdays. There shall be a bulletin board for such purposes established in each building where employees regularly are assigned to perform. The posting shall indicate the title or classification of work, work schedule, and rate of pay. The Union shall be given a copy of the posting for information purposes. Interested employees may make application for such vacancies within the posting period by filing with the Presiding Judge of the Court, a statement declaring their desire for a transfer or promotion. Such a statement shall include a list of the employee's qualifications. The Employer shall consider the applicants' experience, qualifications, work history, and seniority in filling the vacancy, and, if these are equal, the qualified applicant with the greatest seniority shall be given the job. The Employer reserves the right to fill vacancies from outside sources if there are no qualified applicants. Temporary vacancies caused by leaves of absence or vacations shall not be posted. Temporary transfers may be made to fill temporary vacancies or until a permanent vacancy is filled pursuant to this posting procedure.

(b) Employees from other collective bargaining units represented by the Union within the Probate Court for the County of Wexford and the Circuit Court for the County of Wexford may also make application. If both Employers agree to

the transfer, the employee's seniority from one collective bargaining unit shall be transferred to the other for purposes of wages and fringe benefits; provided, however, the Presiding Judge of the bargaining unit into which the employee is being transferred shall determine the amount of seniority the transferred employee will retain for purposes of layoff and recall.

LEAVES OF ABSENCE

Section 11.0. 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. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 11.1. 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, unless the employee gives written notice to the Employer of his desire to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

Section 11.2. Personal Leave. Employees may be granted a personal leave without pay upon approval. Requests for personal leave shall be in writing, signed by the employee, and given to the Presiding Judge of the Court. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's Presiding Judge.

Section 11.3. Paid Sick Leave. Employees shall earn and be granted paid sick leave of absence under the following conditions:

(a) Upon completion of six (6) months of service, each full time employee covered by this Agreement shall be credited with three (3) days of sick leave credit. Thereafter, sick leave credits shall be earned at the rate of one-half (1/2) days for each month of active service with the Employer. For purposes of this section, a full time employee has a complete month of active service when they work or receive pay for at least one hundred sixty (140) hours during any calendar month.

(b) For full time employees working a thirty-seven and one-half (37-1/2) workweek schedule, each one (1) day sick leave credit shall equal seven and one-half (7-1/2) hours at the employee's regular hourly rate of pay when he takes his sick leave. For full time employees working more than a thirty-seven and one-half (37-1/2) hour workweek, each one (1)

day sick leave credit shall equal eight (8) hours at the employee's regular hourly rate of pay when he takes his sick leave for all purposes under this Agreement.

(c) Employees may utilize accrued paid sick leave when they are incapacitated from the safe performance of work due to illness, injury or other disability. Employees may also use accrued paid sick leave for illness of their spouse or children living at home that necessitates the employee's presence at home, subject to the same verification procedures as for personal illness.

(d) Employees shall furnish satisfactory evidence of illness where illness shall exceed three (3) working days. The employee's immediate supervisor may, in his discretion, require such evidence of illness of less than three (3) working days.

(e) At the end of each calendar year, all accrued but unused sick leave days in excess of twelve (12) days shall be multiplied by the employee's straight time rate of pay as of December 31 of that year, and one-half (1/2) of that amount shall be paid to the employee.

(f) Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages. Employees whose employment status is severed forfeit all accrued sick leave benefits.

(g) In case of work-incapacitating injury or illness for which an employee is eligible for work disability payments under the Workers' Compensation Law of the State of Michigan, accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's net regular salary or wage. If accrued sick leave is utilized for this purpose, the provisions of subsection (f) shall not apply. Upon exhaustion of his sick leave bank, the employee shall draw only those benefits which are allowable under the Workers' Compensation Law of the State of Michigan, if any. The Employer will pay the first fourteen (14) days without charge to sick leave, to be reimbursed if later paid by workers' compensation.

(h) Sick leave benefits may not be taken in units of less than one-half (1/2) day.

Section 11.4. Disability Leave. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated

from the safe performance of work due to illness, injury, or other disability. During a disability leave, an employee shall receive paid sick leave under Section 11.3. Paid Sick Leave and sickness and accident insurance payments under Section 17.8. Sickness and Accident Insurance, but otherwise the leave shall be without pay or benefits except as provided in Section 17.7. Continuation of Insurance Premium Payments. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months or the length of the employee's seniority, whichever is lesser. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at its cost, and, if appropriate, require the employee to take a leave of absence under this Section. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work, and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the Employer's satisfaction that the employee is medically able to perform the employee's job.

Section 11.5. Family and Medical Leave. Employees who have been employed for a least 12 months are eligible for leaves of absence for family and medical reasons under the terms and conditions set forth below and as those terms and conditions are supplemented and explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act, provided that they were employed for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the requested leave:

(a) Qualifying reasons for leaves. An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave for any one, or more, of the following reasons:

(1) The birth of a son or daughter, and to care for the newborn child;

(2) The placement with the employee of a son or daughter for adoption or foster care;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and

(4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

For purposes of leaves under subparagraphs (3) and (4) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.

(b) Requests for leave. Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. The timing of this notice shall be as follows:

(1) Foreseeable leaves. An employee must provide at least 30 days advance notice before the leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin or a change in circumstances, notice must be given as soon as possible. Employees are expected to consult with the Employer prior to the scheduling of planned medical treatment in order to work out a treatment schedule which best suits the needs of both the Employer and the employee and the Employer may, for justifiable cause, require an employee to attempt to reschedule treatment, subject to the ability of the health care provider to reschedule the treatment and the approval of the health care provider as to any modification of the treatment schedule. In the event that an employee fails to give the required notice with no reasonable excuse for the delay, the Employer may deny the taking of the leave until at least 30 days after the date the employee provides notice to the Employer of the need for the leave.

(2) Unforeseeable leaves. When the need for leave, or its approximate timing, is not foreseeable, an employee shall give notice to the Employer as soon as practicable under the facts and circumstances of the particular case. It is expected that an employee will give notice to the Employer within no more than one or

two working days of learning of the need for leave, except in extraordinary circumstances. In the case of a medical emergency requiring leave because of an employee's own serious health condition or to care for a the employee's spouse, son, daughter or parent with a serious health condition, written advance notice is not required.

Employees shall provide notice to the Employer either in person or by telephone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the employee's representative (e.g., a spouse, family member or other responsible party) if the employee is unable to do so personally. The employee or representative will be expected to provide more information when it can readily be accomplished as a practical matter, taking into consideration the exigencies of the situation.

(c) Medical Certification. A request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. The employee must provide the requested certification to the Employer within 15 calendar days, unless it is not practicable under particular circumstances to do so despite the employee's diligent, good faith efforts. An employee who fails to provide the certification may be denied the taking of leave until the required certification is provided.

If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice, provided that the selected health care provider cannot be employed on a regular basis by the Employer. If the opinions of the employee's and the Employer's designated health care providers differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the Employer and the employee. The Employer and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. This third opinion shall be final and binding.

The Employer may request recertification at any reasonable interval, but not more often than every 30 days, unless:

(1) The employee requests an extension of leave;

(2) Circumstances described by the original certification have changed significantly (e.g., the duration of the illness, the nature of the illness, complications); or

(3) The Employer receives information that casts doubt upon the continuing validity of the certification.

The Employer may also require recertification of the employee's or the family member's serious health condition when it is prevented from recovering its share of health benefit premium payments made on the employee's behalf during a period of unpaid leave because the employee is unable to return to work after leave due to the continuation, reoccurrence, or onset of a serious health condition.

Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the Employer may deny restoration until satisfactory certification is provided.

(d) Length of leave. An employee is eligible for up to 12 workweeks of leave each year. This year is based upon a "rolling" 12-month period measured backward from the date an employee uses any leave under this section. This 12 workweeks of leave may be taken in one continuous period or "intermittently or on a reduced leave schedule" under certain circumstances. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. Leave taken because of a birth or placement of a child for adoption or foster care may only be taken intermittently or on a reduced leave schedule with the prior written approval of the Employer. Leave taken to care for a sick family member or for an employee's own serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary.

For intermittent leave or leave on a reduced leave schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule. In the case of a request for intermittent leave or leave on a reduced leave schedule which is medically necessary, the employee shall advise the Employer of the reasons why the intermittent/reduced leave schedule is necessary and the schedule for treatment, if applicable. The treatment regimen and other information described in the certification of a serious health condition meets the requirement for certification of the medical necessity of intermittent leave or leave on a reduced leave schedule. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the Employer's operations. The employee and the Employer shall attempt to work out a schedule which meets the

employee's needs without unduly disrupting the Employer's operations, subject to the approval of the health care provider.

If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the Employer may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. The alternative position must have equivalent pay and benefits. The Employer may also transfer the employee to a part-time job with the same rate of pay and benefits, provided the employee is not required to take more leave than is medically necessary. The Employer may not eliminate benefits which otherwise would not be provided to part-time employees; however, the Employer may proportionately reduce earned benefits where such reduction is normally made by the Employer for its part-time employees.

If an employee takes leave on an intermittent or reduced leave schedule, only the amount of leave actually taken is counted toward the maximum 12 weeks of leave. Where an employee normally works a part-time schedule or variable hours, the amount of leave is determined on a pro rata or proportional basis by comparing the new schedule with the employee's normal schedule. If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used for calculating the employee's normal workweek.

(e) Payment status while on leave. Employees on leaves of absence under this section shall be paid in accordance with the following:

(1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

(a) Paid sick leave
(b) Paid personal leave
(c) Paid vacation

(2) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:

(a) Paid personal leave
(b) Paid vacation

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon

the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay.

(f) Benefit status while on leave. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. An employee may choose not to retain health coverage during the leave, and upon return from the leave is entitled to reinstatement of the group health plan coverage without any qualifying period, physical examination, or exclusion of pre-existing conditions.

Except as required by the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the Employer's obligation to maintain health benefits ceases when an employee informs the Employer of their intent not to return from leave (including at the start of leave if the Employer is so informed before the leave starts), or the employee fails to return from leave and thereby terminates employment, or the employee exhausts their leave entitlement.

The Employer may recover its share of health plan premiums paid during a period of unpaid leave from an employee if the employee fails to return to work after the employee's leave entitlement has been exhausted or expires, unless the reason the employee does not return is due to:

(1) The continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under this section, unless the Employer requests medical certification and the employee does not provide such certification in a timely manner (within 30 days); or

(2) Other circumstances beyond the employee's control.

The Employer's right to recover its share of health premiums paid during periods of unpaid leave extends to the entire period of unpaid leave taken by the employee. When an employee fails to return to work, except for the reasons stated above, health premiums paid by the Employer during a period of leave are a debt owed by non-returning employee to the Employer. In the circumstances where recovery is allowed, the Employer may recover its share of health insurance premiums through deduction from any sums due to the employee (e.g., unpaid wages, vacation pay, profit sharing, etc.). Alternatively, the Employer may initiate legal action against the employee to recover its share of health insurance premiums.

(g) Rights upon return to work. On return from leave, an employee shall be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental

condition or the failure to maintain a necessary license or certification.

Section 11.6. Funeral Leave. An employee shall be granted up to three (3) consecutive days' leave to attend the funeral for a death which occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. "Immediate family" shall mean the employee's spouse, children, mother, father, sister, brother, grandparents, stepchildren, stepmother, stepfather, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of an employee's spouse, and the spouse(s) of the employee's children. An additional two (2) consecutive days' leave will be granted if the funeral for the member of the "immediate family" involved is held at a location outside the State of Michigan. Such additional time will be without pay. In instances where the burial is on a date different from the funeral, the days may be split to allow attendance at both the funeral and the burial.

Section 11.7. Jury Duty Leave. Non-probationary employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. Employees shall be paid the difference between any jury duty compensation they receive from the Court and the straight time wages they would otherwise have earned, exclusive of all premiums, for time necessarily spent in jury duty. In order to receive jury duty pay, an employee must: (1) Give the Employer advance notice of the time that he is to report for jury duty; (2) give satisfactory evidence that he served as a juror at the summons of the Court on the day he claims such pay; and (3) return to work promptly if, after he is summoned by the Court, he is excused from service.

Section 11.8. Military Leave. Any employee who enters active service of the Armed Forces of the United States, National Guard, or Reserve shall receive a military leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

Section 11.9. Paid Personal Leave. Employees covered by this agreement shall be allowed three (3) personal days leave of absence with pay each calendar year. All requests for a personal day leave of absence must be made to the employee's Presiding Judge of the Court, or designated representative seven (7) calendar days in advance of the date requested, whenever possible, and the Employer will make every effort to notify the employee on the same day the request is made regarding whether the request is granted and , in any event, no later than three (3) calendar days following the

request. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer. Personal days will not accumulate from year to year and will have no monetary value upon separation from employment with the Employer for whatever reason.

HOURS OF WORK

Section 12.0. Workweek. The official workweek of the Court shall be thirty-seven and one-half (37-1/2) hours per week, excluding a one (1) hour period without pay for the purpose of eating lunch.

Section 12.1. Work Schedule. The normal work schedule for all Court employees covered by this Agreement shall be established by the Employer from 8:30 a.m. to 5:00 p.m. and may be changed whenever operating conditions warrant such changes.

Section 12.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must be authorized by the employee's immediate supervisor.

Section 12.3. Premium Pay.

(a) Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any workweek.

(b) Non-worked holidays, paid leaves of absence, and vacations shall not count as "hours worked" for purposes of determining whether an employee is entitled to the premium pay provided by this Section.

(c) There shall be no duplication or pyramiding of premium pay.

Section 12.4. Trading Shifts. No employee may trade shifts or change his starting or quitting times without prior approval of his designated supervisor.

Section 12.5. Moonlighting. No employee shall work at other employment which could lead to a conflict of interest or impair his performance as a Court employee. Written permission from the employee's designated supervisor must be obtained before any outside work or employment is undertaken. Violation of the provisions of this Section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

Section 12.6. Rest Periods. Employees are allowed two (2) fifteen (15) minute rest periods with pay each workday to be taken at a time scheduled or authorized by their immediate supervisor to permit continuous and efficient operation.

Section 12.7. Call-in Pay. An employee called in to work at a time other than their regularly scheduled shift shall be paid for two (2) hours or the actual time worked, whichever is greater, at time and one half (1-1/2) their regular straight time rate of pay. This section shall not apply to employees who are called in to begin work prior to the start of their regular shift and who work continuously into their shift, provided the employee is permitted to work his scheduled hours of work for that day.

HOLIDAYS

Section 13.0. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday After Thanksgiving Day
Memorial Day	December 24
Independence Day	Christmas Day
Labor Day	December 31

It is the goal of both parties to have such holidays conform as closely as possible to the holiday schedule established by the Michigan Supreme Court for all State Courts. Accordingly, the Bargaining Committee and representatives of the Employer shall meet on a mutually agreed date as soon as possible following January 1st of each year to, if necessary, adjust the holidays recognized under this Agreement in a manner which will most nearly satisfy their goal, provided, however, in no event shall there be more than twelve (12) recognized holidays in any one (1) calendar year under this Agreement. The Employer shall endeavor to schedule as many employees as possible off on holidays, but it is understood that employees may be required to work on holidays in accordance with the Employer's scheduling determination.

Section 13.1. Holiday Eligibility. Eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must work his scheduled hours on the Employer's last regularly scheduled workday before the holiday and on the Employer's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving worker's compensation for more than twelve (12) consecutive months, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday, unless otherwise excused by the Employer.

Section 13.2. Holiday Celebration. When New Years Day and Christmas Day fall on a Saturday, they will be celebrated on the preceding Friday and Christmas Eve and New Years Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Years Eve or Independence Day fall on a Saturday, they will be celebrated on the preceding Friday. When Christmas Day, New Years Day or Independence Day fall on a Sunday, they will be celebrated on the following Monday. When Christmas Eve and New Years Eve fall on a Sunday, they will be celebrated on the following Monday and Christmas Day and New Years Day will be celebrated on the following Tuesday. This Section shall apply only to employees whose normal schedule of work is Monday through Friday, and those employees working on other schedules will celebrate the holiday on its actual date.

Section 13.3. Holiday Pay. Eligible employees working on a thirty-seven and one-half (37-1/2) hour workweek shall receive seven and one-half (7-1/2) hours of holiday pay for each recognized holiday and eligible employees working more than a thirty-seven and one-half (37-1/2) hour workweek shall receive eight (8) hours of holiday pay for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight time regular rate of pay for all work performed on the holiday. For purposes of this section, a holiday shall be deemed to begin at 12:00 a.m. and shall end twenty-four (24) hours later.

Section 13.4. Holiday During Vacation. In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and the day will not be charged against accrued vacation leave.

VACATIONS

Section 14.0. Vacations. All full time employees with the required seniority as of January 1 of each year and who shall have worked during the period establishing his vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

Seniority Required	Time Off
1 Year	10 Days
5 Years	15 Days
15 Years	20 Days

A day of vacation shall equal seven and one-half (7-1/2) hours at the employee's regular hourly rate of pay for full time employees working a thirty-seven and one-half (37-1/2) hour workweek schedule. A day of vacation shall equal eight (8) hours at the employee's regular hourly rate of pay for full time employees

working more than a thirty-seven and one-half (37-1/2) hour workweek schedule.

Section 14.1. Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the immediate calendar year preceding the January 1 determination date a total of at least 1,400 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 shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service, in accordance with the following schedule, provided he works a minimum of 420 hours:

Number of Hours	Percentage of Vacation Pay
420-559	30%
560-699	40%
700-839	50%
840-979	60%
980-1,119	70%
1,120-1,259	80%
1,260-1,399	90%

Section 14.2. Vacation Scheduling.

(a) Employees may schedule time off for their vacation during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally.

(b) Vacation requests must be submitted by the employee to their immediate supervisor by April 1 of each year. If an employee does not submit a vacation request, the Employer may assign a vacation time for the employee. Vacation leaves of less than one (1) week shall not be allowed unless specifically approved by the employee's immediate supervisor. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Vacation leave shall be considered mandatory, except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer. A maximum of five (5) days' vacation time may be carried into the following year, provided, however, such carry-over vacation time may not be accumulated from year-to-year.

Section 14.3. Benefits on Termination. Employees who leave the employ of the Employer prior to January 1 of any year will not accrue any vacation leave for that year. Employees who leave the

employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:

(a) If any employee retires in accordance with the retirement plan currently in effect.

(b) If an employee resigns from employment and a minimum of four (4) weeks advance notice is given.

(c) If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.

Section 14.4. Vacation Basis. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave or works in lieu of such leave.

Section 14.5. Adjustment to Workweek Schedule. The full and pro rata benefit eligibility figures set forth in Section 14.1 shall be adjusted to conform to an employee's normal work schedule. To qualify for a full vacation benefit, maintenance employees must actually work 1,500 straight time hours and Ambulance Drivers and Attendants must actually work 1,572 straight time hours. Similar adjustments shall be made by the Employer to the pro rata benefit schedule and to the "hours pay" and "time off" figures set forth in Sections 14.0 and 14.1.

Section 14.6. New Hires. Full time employees who fail to qualify for a vacation in accordance with the foregoing plan because they have not completed their probationary periods on the January 1 determination date shall receive a vacation with either full or partial vacation pay benefits following completion of their first (1st) year of employment. To be eligible for either a full or partial vacation pay benefit, whichever is applicable, an employee must have been hired prior to October 15th of the calendar year immediately preceding the January 1 determination date which falls within his probationary period and must have worked the requisite and qualifying number of hours set forth in Sections 14.0, 14.1, and 14.5 between the employee's most recent date of hire through December 31 of the calendar year immediately preceding the same January 1 determination date. The provisions of this Section shall not apply to any subsequent year of an employee's employment with the Employer.

LONGEVITY BENEFIT

Section 15.0. Longevity Benefit. Longevity benefits shall be determined on October 1st of each year. All full time employees who are employed on the October 1st determination date and have completed a minimum of five (5) years' full time employment with the Employer shall receive longevity benefits calculated on the basis of thirty dollars ($30.00) for each full year of continuous service, provided, however, the maximum allowance payment under this Section shall be six hundred dollars ($600.00).

Section 15.1. Longevity Payment. Longevity benefits shall be paid in a separate check to eligible employees on the County's first (1st) payroll period in November of each year following the October 1st determination date.

Section 15.2. Longevity Retention. Employees on leave of absence or layoff, including disciplinary layoffs, shall retain all service time earned toward the payment of longevity benefits provided by this Agreement but shall not accrue any additional time or receive longevity payments during such absence.

PENSION

Section 16.0. Retirement Plan. All full time and regular part-time employees of the Employer within this collective bargaining unit shall participate in Plan B-1 of the Michigan Municipal Employees' Retirement System. As participants in Plan B-1, employees contribute 2% of their gross earnings through required payroll deduction. The specific terms and conditions governing the retirement plans are controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System.

INSURANCE

Section 17.0. Hospitalization Care Insurance. The Employer shall make available a group insurance plan covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no health care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

Section 17.1. Dental Care Insurance. The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care insurance coverage available through programs

under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

Section 17.2. Payment of Employee Hospitalization and Dental Care Insurance Premiums. The Employer agrees to pay the full cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plan. Employees electing sponsored dependent or family continuation coverage shall pay the entire premium for that additional coverage. The Employer's liability under this section shall be limited to these payments. In the event that the cost for family coverage for hospitalization and dental care coverage exceeds $350 per month, the parties agree to reopen this section and Appendix B and C to negotiate health and dental care costs and coverage.

Section 17.3. Payment in Lieu of Health Insurance. Full time employees who elect not to enroll in the group medical insurance plan because they are eligible for coverage under another health insurance plan available to their spouse or dependents will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status. These amounts are currently:

Single	$50.00
Two Persons	$60.00
Family	$70.00

This additional amount shall be paid to the employee by separate check each month, or placed in the employee's account in the Employer's deferred income plan.

Section 17.4. Provisions of Insurance Plans. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

Section 17.5. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Sections 17.0 and 17.1, to be a self-insurer, either wholly or partially, with respect to such

benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains the same.

Section 17.6. Term Life Insurance. All full-time employees shall be eligible for term life insurance coverage in an amount of Fifteen Thousand Dollars ($15,000.00) after completion of the waiting period in effect. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the total premiums required for eligible employees.

Section 17.7. Continuation of Insurance Premium Payments.

(a) There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, retire, or are otherwise terminated beyond the month in which such leave of absence, retirement, or termination commenced or occurred; provided, however, if an employee covered by this Agreement is on a sick leave of absence and is receiving sickness and accident insurance benefits, the Employer agrees to continue its applicable insurance premium coverage for a period of twelve (12) months, not counting the month in which the sick leave commenced.

(b) If an employee covered by this Agreement is laid off, the Employer agrees to continue its applicable insurance premium coverage for a period of one (1) month, not counting the month in which the layoff commenced.

(c) If an employee covered by this Agreement is on a workers compensation leave, the Employer agrees to continue its applicable insurance premium coverage for a period of six (6) months, not counting the month in which the workers compensation leave commenced.

Section 17.8. Sickness and Accident Insurance. During the term of this Agreement, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full time employees occupying a classification covered by this Agreement. Employees who become totally disabled and prevented from working from remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy per cent (70%) of their normal gross weekly wages. These benefits shall be payable 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, for a period not to exceed fifty-two (52) weeks for any one (1) period of disability. 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.

WAGES

Section 18.0. Wages. During the term of this Agreement wages shall be as set forth in Appendix A. The regular straight time rate of employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "Start" rate and shall progress from step to step in the wage schedule upon completion of the specified periods of employment in the classification, provided, however, that layoffs and leaves of absence periods shall not be included in computing the required time. The Employer reserves the right to place employees at advanced steps in the wage schedule where it views such action as necessary or appropriate.

Section 18.1. Classification. For purposes of wage rates established in Appendix A, the classifications covered by this Agreement shall be placed into the Employer's pay plan as follows:

Pay Grade	Classifications
01	Typist Clerk
02	Department Aide Deputy Clerk-Traffic
03	Account Clerk
04	Bookkeeper ~~District Court Recorder~~ (Level 7)
05	District Court Clerk Support Investigator
06	Vacant
07	Probate Register Juvenile Register Friend of the Court Office Manager D/C RECORDER

MISCELLANEOUS

Section 19.0. Bulletin Board. The Employer shall provide a bulletin board on which the Union may post official notices. The Employer reserves the right to police the bulletin board for controversial or offensive material.

Section 19.1. Captions. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

Section 19.2. Existing Conditions. The Employer agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at not less than the

highest standards in effect at the time of the signing of this Agreement, unless said conditions are not provided for in this Agreement, in which case the Employer shall have ten (10) days after receipt of written notice from the Union that it deems a condition to exist in which the Employer may unilaterally revoke or ratify said condition by written notice to the Union of the same. Failure to respond by the Employer within the time allowed shall be considered as ratification of said condition.

Section 19.3. 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 19.4. Recordkeeping and Payroll Administration. The parties recognize and acknowledge that the Employer does not maintain a separate and independent recordkeeping and personnel administration system. Accordingly, the Employer delegates to the Wexford County Board of Commissioners the ministerial function of payroll administration, provision for fringe benefits, deductions required to be made by law or this Agreement from employee wages and all related ministerial tasks concerning the wage and benefit portions of this Agreement. All such ministerial matters shall be the responsibility of the County of Wexford.

Section 19.5. Separability. If any Section of this Agreement or any riders hereto should be held invalid by a Court of competent jurisdiction or if compliance with or enforcement of any Section should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders hereto or the application of such Section to persons or circumstances other than those which have been held invalid or as to which compliance with or enforcement has been restrained shall not be affected thereby.

Section 19.6. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

Section 19.7. Witness Appearance. Any employee covered by this Agreement who is required by a subpoena to appear and testify on the Employer's behalf before a Court of record or an administrative agency or in an identical proceeding not involving the Employer or

the employee as a party, directly or indirectly, or as a member of a class, if the need for the employee's testimony is the direct result of the performance of his duties for the Employer, will be excused for the necessary required time. 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 shall be required from the Employer. In order to receive the witness appearance pay, an employee must: (1) give the Employer advance notice of the time, date, and place he is required to report as a witness; (2) give satisfactory evidence that his testimony was required pursuant to a subpoena on the day he claims such pay; and (3) returns to work promptly following being excused from giving testimony.

Section 19.8. Work Rules. The Employer reserves the right to publish, promulgate, change, and enforce from time-to-time work rules and regulations not inconsistent with this Agreement. The enforcement of such rules shall be subject to the Grievance Procedure.

WAIVER

Section 20.0. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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 waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in 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 21.0. Term of Agreement. This Agreement shall become effective upon ratification and remain in force and effect until December 31, 1995, 12:01 a.m., 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, or subsequent one (1) year period, whichever is the case, in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal of the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

Section 21.1. Mailing of Notification. The written notice referred to in Section 23.0 shall be given by certified mail and, if given by the Employer, shall be addressed to the United Steelworkers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, Pennsylvania, 15222 and, if given by the Union, the notice shall be addressed to the Presiding Judge at Cadillac, Michigan. Either party may, by like written notice, change the address to which certified mail notice to it may be given.

84TH DISTRICT COURT OF
THE COUNTY OF WEXFORD

Paul C. Hoag
Presiding Judge

UNITED STEELWORKERS OF AMERICA,
AFL-CIO

International President

International Secretary

International Treasurer

International Vice President

International Vice President
of Human Affairs

District Director 29

James V. Hughes
Staff Representative

Committee Negotiator

Committee Negotiator

Committee Negotiator

Committee Negotiator

Committee Negotiator

APPENDIX A

Effective the first full pay period on or after 1-1-93 the following hourly rates shall be in effect (3.50%):

Pay Grade	Start	1 Year	2 Years	3 Years	4 Years
01	7.10	7.56	7.97	8.42	8.85
02	7.39	7.85	8.29	8.76	9.19
03	7.66	8.15	8.59	9.07	9.52
04	7.94	8.44	8.90	9.41	9.87
05	8.23	8.75	9.22	9.73	10.21
06	8.51	9.01	9.53	10.07	10.57
07	8.78	9.29	9.83	10.38	10.91

APPENDIX A

Effective the first full pay period on or after 1-1-94 the following hourly rates shall be in effect (3.50%):

Pay Grade	Start	1 Year	2 Years	3 Years	4 Years
01	7.35	7.82	8.25	8.71	9.16
02	7.65	8.12	8.58	9.07	9.51
03	7.93	8.44	8.89	9.39	9.85
04	8.22	8.74	9.21	9.74	10.22
05	8.52	9.06	9.54	10.07	10.57
06	8.81	9.33	9.86	10.42	10.94
07	9.09	9.62	10.17	10.74	11.29

APPENDIX A

Effective the first full pay period on or after 1-1-95 the following hourly rates shall be in effect (3.50%):

Pay Grade	Start	1 Year	2 Years	3 Years	4 Years
01	7.61	8.09	8.54	9.01	9.48
02	7.92	8.40	8.88	9.39	9.84
03	8.21	8.74	9.20	9.72	10.19
04	8.51	9.05	9.53	10.08	10.58
05	8.82	9.38	9.87	10.42	10.94
06	9.12	9.66	10.21	10.78	11.32
07	9.41	9.96	10.53	11.12	11.69

APPENDIX B

Health and dental coverages are provided under the group hospitalization plan, currently through the Employees Health Benefit Plan for Wexford County (Plan No. 1127).

84TH DISTRICT COURT OF THE COUNTY OF WEXFORD

and

UNITED STEELWORKERS OF AMERICA, AFL-CIO

Letter of Understanding Regarding Miscellaneous Matters

The parties recognize the duty of the Employer to make reasonable accommodations, including the obligation to consider the restructuring of jobs, for qualifying individuals with disabilities under federal and state law. The provisions of Section 22.0. Waiver notwithstanding, in the event that the Employer determines that a potential accommodation is necessary in order for it to fulfill its obligations under state and/or federal law, and that accommodation would conflict with the provisions of this agreement, the parties agree to reopen the affected section or sections and enter into negotiations on successor language or letters of understanding to allow the Employer to implement necessary accommodations.

84TH DISTRICT COURT OF
THE COUNTY OF WEXFORD

Presiding Judge

UNITED STEELWORKERS OF AMERICA,
AFL-CIO

International Treasurer

International Vice President

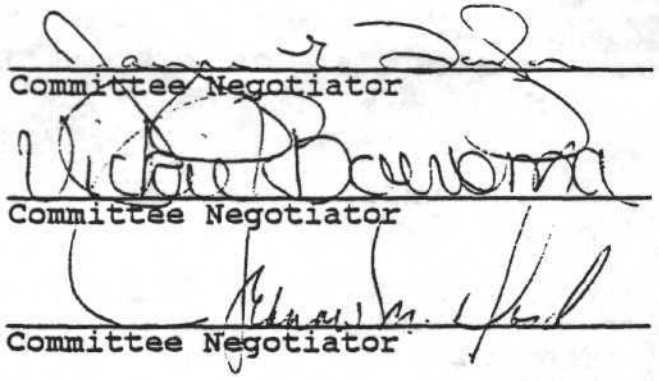
International Vice President
of Human Affairs

District Director 29

James V. Hughes
Staff Representative

Committee Negotiator

Committee Negotiator



Committee Negotiator

Committee Negotiator

Committee Negotiator

84TH DISTRICT COURT OF THE COUNTY OF WEXFORD

and

UNITED STEELWORKERS OF AMERICA, AFL-CIO

Letter of Understanding Regarding Paid Sick Leave

The provisions of Section 11.3. Paid Sick Leave shall become effective on January 1, 1994. During the period of January 1, 1993 through December 31, 1993, the following language shall be in effect:

Employees shall earn and be granted paid sick leave of absence under the following conditions:

(a) No sick leave payment shall be made to a newly-hired employee during his probationary period. After the completion of the probationary period, each full time employee covered by this Agreement shall be credited with seven and one-half (7-1/2) days of sick leave credit. Thereafter, sick leave credits shall be earned at the rate of one and one-quarter (1-1/4) days per month up to a maximum of fifteen (15) days per calendar year. Full time employees hired prior to April 1, 1975 may accumulate unused paid sick leave credits up to a total of one hundred and twenty-five (125) days. Full time employees hired on April 1, 1975 or thereafter may accumulate unused paid sick leave credits up to a total of seventy (70) days.

(b) For full time employees working a thirty-seven and one-half (37-1/2) workweek schedule, each one (1) day sick leave credit shall equal seven and one-half (7-1/2) hours at the employee's regular hourly rate of pay when he takes his sick leave. For full time employees working more than a thirty-seven and one-half (37-1/2) hour workweek, each one (1) day sick leave credit shall equal eight (8) hours at the employee's regular hourly rate of pay when he takes his sick leave for all purposes under this Agreement.

(c) Sick leave when approved by the Employer shall be granted:

(1) When it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duties because of illness or injury.

(2) When unusual situations or emergencies exist in the employee's immediate family and the approval of the employee's immediate supervisor is obtained.

(d) Upon the death or retirement of an employee, accumulated sick leave credits shall be paid to the employee or his estate at fifty percent (50%) of allowed accrual.

(e) Employees shall furnish satisfactory evidence of illness where illness shall exceed three (3) working days. The employee's immediate supervisor may, in his discretion, require such evidence of illness of less than three (3) working days.

(f) Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages. Subject to subsection (d) above, employees whose employment status is severed forfeit all accrued sick leave benefits.

(g) In case of work-incapacitating injury or illness for which an employee is eligible for work disability payments under the Workers' Compensation Law of the State of Michigan, accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's net regular salary or wage. If accrued sick leave is utilized for this purpose, the provisions of subsection (f) shall not apply. Upon exhaustion of his sick leave bank, the employee shall draw only those benefits which are allowable under the Workers' Compensation Law of the State of Michigan, if any. The Employer will pay the first fourteen (14) days without charge to sick leave, to be reimbursed if later paid by workers' compensation.

(h) Sick leave benefits may not be taken in units of less than one-half (1/2) day.

In order to accomplish the transition to the new sick leave plan, the following transition shall occur:

The provisions of Section 11.3 (e) notwithstanding, all sick leave credited to employees as of December 31, 1993 in excess of twelve days (90 hours) but less than seventy (70) days (525 hours) shall be forfeited and all hours in excess of seventy (70) days (525 hours) shall be converted to a fixed dollar value based upon one half (1/2) of the value as of December 31, 1993 which may be used later by that employee to supplement payments under the Sickness and accident payment plan; provided, however, that should any employee die or retire during the period from January 1, 1994 through and including December 31, 1995 they may elect to be paid for accrued but unused sick days as if the sick leave provision in the collective bargaining agreement that expired on December 31, 1992 had continued through December 31, 1995. The total number of days to be paid will be calculated by reconstructing the number of days that would have been credited under the old system and subtracting the number of days that would have been used (even if paid under sickness and accident insurance). In the event that an employee has less than twelve (12) days of

accrued sick leave as of December 31, 1993, they will start the 1994 year with twelve (12) days.

84TH DISTRICT COURT OF
THE COUNTY OF WEXFORD

Presiding Judge

UNITED STEELWORKERS OF AMERICA,
AFL-CIO

International Treasurer

International Vice President

International Vice President
of Human Affairs

District Director 29

James V. Hughes
Staff Representative

Committee Negotiator

Committee Negotiator

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Committee Negotiator

84TH DISTRICT COURT OF THE COUNTY OF WEXFORD

and

UNITED STEELWORKERS OF AMERICA, AFL-CIO

Letter of Understanding Regarding Miscellaneous Matters

1. As soon as administratively possible, the current Section 125 Plan will be modified to cover employee medical expenses and health care premium costs, as well as child care costs. This modified plan will be made available to employees in this collective bargaining unit.

2. Either party may reopen negotiations over appropriate pay grade assignments as soon as the current classification study is completed.

3. The sickness and accident insurance coverage called for in Section 17.8 shall not be effective until January 1, 1994.

4. The increased payments for 1993 set forth in Appendix A shall be paid retroactively to those employees in the collective bargaining unit as of the date of ratification, but not to individuals whose employment status with the county was terminated prior to that date.

84TH DISTRICT COURT OF
THE COUNTY OF WEXFORD

Presiding Judge

UNITED STEELWORKERS OF AMERICA,
AFL-CIO

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Committee Negotiator

WEXFORD COUNTY, WEXFORD COUNTY CIRCUIT COURT,
PROBATE COURT FOR THE COUNTY OF WEXFORD,
84TH DISTRICT COURT OF THE COUNTY OF WEXFORD

-and-

UNITED STEELWORKERS OF AMERICA, AFL-CIO

Letter of Understanding Regarding Joint Bargaining

The United Steelworkers of America currently represents four (4) collective bargaining units within the Wexford County "family" of employers. These are the General units of Wexford County, and the General Units of the Wexford County Circuit Court, the Probate Court for the County of Wexford, and the 84th District Court of the County of Wexford. The parties are signatory to four (4) separate collective bargaining agreements effective from January 1, 1993, to December 31, 1995. Section 2.0. Grievance Committee of each of those contracts sets forth the joint bargaining committee consisting of "not more than five (5) employees selected or elected by the Union from employees covered by this Agreement who have seniority." The intent of this Section is to have one (1) joint bargaining committee composed of one (1) representative, usually the steward, of each particular collective bargaining unit.

COUNTY OF WEXFORD

Larry L Rogers

WEXFORD COUNTY CIRCUIT COURT

Charles H. Corwin

84TH DISTRICT COURT OF THE
COUNTY OF WEXFORD

Carl A. Hoppe

PROBATE COURT FOR THE COUNTY
OF WEXFORD

Walter F

UNITED STEELWORKERS OF AMERICA,
AFL-CIO