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AGREEMENT

Between

CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL NO. 25, AFL-CIO (AFSCME)**

And

**CHEBOYGAN COUNTY BUILDING EMPLOYEES
CHAPTER OF LOCAL NO.1325 (AFSCME)**

January 1, 1998 - December 31, 2000

Cheboygan County

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(NOTE: This is a private Index, which is not part of the executed contract.)

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COUNTY OF CHEBOYGAN AFSCME CONTRACT

THIS AGREEMENT, retroactively effective the 1st day of January, 1998, made and entered into between the CHEBOYGAN COUNTY BOARD OF COMMISSIONERS and the various elected officials identified on page 25 (hereinafter referred to as the "employer" and/or the "County") and MICHIGAN COUNCIL #25 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and its affiliate CHEBOYGAN COUNTY COURT HOUSE EMPLOYEES CHAPTER OF LOCAL #1325, hereinafter referred to as the UNION.

Witnesseth that the parties do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the County, the employees and the Union.

Section 2. The parties recognize that the interest of the County and the job security of the employees depend upon the County's success in establishing a proper service to the County.

Section 3. The County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 4. The headings used in this Agreement and the documents appended hereto, neither add to nor subtract from the meaning thereof, but are for reference purposes only.

ARTICLE 2 RECOGNITION

Section 1. The Employer does hereby recognize 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 the term of this Agreement of all employees of the Employer included in the following bargaining unit:

All part-time employees with five (5) continuous years of service and all full-time employees employed by the Cheboygan County Board of Commissioners, excluding Sheriff's Department employees, part-time employees with less than five (5) continuous years of service, temporary employees, seasonal employees, elected officials, Commissioners and supervisors as defined in the

Act. Effective upon the execution of the collective bargaining agreement, part-time employees shall not be subject to the five (5) year waiting period.

- (a) Effective upon the execution of the collective bargaining agreement, the Deputy Treasurer and Deputy Clerk positions shall be removed from the bargaining unit and may perform bargaining unit work, provided that the initial vacancies shall be filled by members of the bargaining unit. The positions formerly held by the deputy clerk and deputy treasurer shall be retitled "assistant clerk" and "assistant treasurer" and shall remain in the bargaining unit.

Section 2. Definitions and Employees Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the parties agree that a regular full-time employee and a regular part-time employee shall be defined as follows:

- (a) *Regular Full-time Employee.* A regular full-time employee is defined as an employee who is employed by the County on a regular full-time basis and whose normal schedule of work usually consists of forty (40) hours per week on a continuous basis.
- (b) *Regular Part-time Employee.* A regular part-time employee is defined as an employee who is employed by the County on a regular part-time basis. Effective upon the execution of the collective bargaining agreement by both parties, part-time employees shall be eligible for pro-rata benefits without the five (5) year waiting period. Described in Section 1.

Section 3. Temporary and Seasonal Employees. The County reserves the right to hire temporary employees and seasonal employees from time to time. Temporary employees and seasonal employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. It is recognized and agreed that such employees may perform any work as determined appropriate by the County from time to time.

The County agrees that the utilization of such employees shall not be the reason a regular full-time employee in the bargaining unit is laid off and shall not be the reason a regular full-time employee in the bargaining unit suffers a reduction in regular working hours that otherwise would have been available.

The County further agrees that such temporary and seasonal employees shall not receive a rate of pay greater than the entry level of employees similarly employed.

Section 4. Union Security. Requirement of Union Membership.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, or contribute a service fee in accordance with applicable law to the Union on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, or contribute a service fee in accordance with applicable law to the Union on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee - - (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

(e) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 5. Union Dues and Initiation Fees.

(a) Payment by Checkoff.

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Checkoff of Dues Forms.

Checkoff Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Checkoff of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Checkoff of Dues Form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

that constituting actual deductions made from employee wages and the Union agrees to hold the County harmless for any and all claims arising out of its agreement to deduct dues and initiation fees. The County shall not be liable to the Union if such deductions for dues and initiation fees are lost when remitted by United States mail.

ARTICLE 3 REPRESENTATION

Section 1. For the purposes of representation hereunder, the County will recognize a Bargaining Committee of not to exceed three committee people, all of whom (other than present employees) shall be employees of the County having not less than one year of service with the County, selected by the Union from the regular full-time and regular part-time employees in any manner determined by it; one of whom may be designated as the Chairperson of said Committee. The Union shall notify the County in writing, as to the names of the persons so selected or designated, and any changes therein, immediately upon their selection and, upon receipt of such notice, the County will extend such recognition to such persons. Three (3) alternate Bargaining Committee persons may be elected or selected by the Union to serve temporarily in place of the elected or selected Union representative due to the absence of such representative. Alternate Bargaining Committee persons shall have the same rights, duties, limitations and obligations as an elected or selected Bargaining Committee person during the period of replacement. The Union shall notify the County in writing of any appointment of an alternate Bargaining Committee person before recognition is granted by the County.

Section 2. The County will recognize a steward and alternate steward selected by the employees to act in the handling of grievances, as hereinafter provided. The alternate steward shall be recognized if requested by the grievant or in the event the steward is absent.

Section 3. The steward, during working hours, without loss of time or pay, may use a reasonable amount of time in presenting grievances to supervision.

Section 4. The County will, likewise, recognize members of the Union who are not employees for matters of representation of this contract provided that the Union advises the County of the names of these non-employee representatives in writing prior to their recognition.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1. Any employee having a specified grievance claiming violation of any part of this Agreement must first present the same, on a verbal basis, to their immediate supervisor, either individually or together with his steward, at the employee's option. The supervisor shall give his answer within two (2) working days.

Section 2. If the matter is not thereby disposed of, it will be submitted, in written form, by the employee or their steward, in duplicate, within ten (10) days of the occurrence of the facts giving rise to the grievance, to the Department Head who shall acknowledge receipt of the written grievance by signing and dating it. Said Department Head shall, within three (3) working days after receipt, meet with the employee and/or their steward to discuss the grievance and, within two (2) working days thereafter, shall give their written decision and return one copy to the employee or steward who shall acknowledge receipt of the written decision by signing and dating it.

Section 3. If the matter is not thereby settled, the employee and/or their steward may, within five (5) working days after receipt of the Department Head's decision, submit the grievance to the County Controller who shall acknowledge receipt of the written grievance by signing and dating it. Said Controller shall, within five (5) working days after receipt thereof meet with the employee and/or the Bargaining Committee to discuss the grievance and within five (5) working days thereafter shall give his written decision to the Chairman of the Bargaining Committee, subject to approval by the Board of County Commissioners, and the Chairman of the Bargaining Committee shall acknowledge receipt of the written decision by signing and dating it.

Section 4. If the matter is not thereby settled, the Bargaining Committee may, within thirty (30) working days after receipt of the decision of the County Controller, file with him a notice that the Union desires to appeal it. The County Controller shall arrange such appeal meeting to be held within ten (10) working days after receipt of such notice. At such meeting, either party may be represented by any outside representative of its choice, and outside representatives of the Union may meet with the Bargaining Committee for not to exceed one-half hour before the meeting begins. The County Board of Commissioners shall, within seven (7) working days after such meeting, give its written decision to the Chairman of the Bargaining Committee.

Section 5. Special conference on important and urgent matters relating to the administration of this Agreement will be arranged between the Bargaining Committee and the County upon the request of either party. The members of the Committee may attend such meetings. Arrangements for such special conference shall be made in advance and on agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 3:00 P.M. and 5:00 P.M. The members of the Committee shall not lose time or pay for time lost in such Special Conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Section 6. All grievances must be presented and processed as provided in this Article, and within the time limits prescribed, in order to be valid. Any grievance not taken from one step of the grievance procedure to the next within said limits shall be considered as settled on the basis of the last preceding decision. Said time limits may be extended by mutual agreement. Failure of the Employer to respond within the time limits prescribed above shall result in their automatic advancement to the next step of the grievance procedure.

Section 7. The Employer agrees that reasonably promptly following the discharge of an employee or the disciplinary suspension of an employee, to notify the Chairman of the Bargaining Committee thereof in writing of the reason for the discharge or disciplinary suspension. The discharged or disciplinary suspended employee will be allowed to discuss the matter privately with his steward following such action, provided, that, the action was taken while the employee was regularly at work and, provided, that, the steward is presently available. If such action is claimed to be in violation hereof, a grievance may be filed within two (2) working days thereafter, beginning at the County Controller's level (Section 3 above). In imposing discipline or discharge on a current charge, the Employer will not take into account any prior infractions, which occurred more than thirty (30) months previously, except for intentional and material misstatement or omission on applications for employment.

ARTICLE 5 **ARBITRATION**

Section 1. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the grievance procedure of the preceding Article, the Union may request Arbitration within thirty (30) days from the last disposition thereof under Section 4 of the Article 4 above. All such requests shall be in writing, by registered or certified mail addressed to the County Controller and shall state in a reasonable precise manner the issue to be decided, the Sections of the Agreement which are claimed to have been violated, and the basis on which such violation is claimed. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition.

Section 2. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 3. If the parties fail, within ten (10) days from the date the County receives such request, to agree upon an impartial arbitrator, the Union may submit the matter and obtain a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The matter may be submitted to one (1) arbitrator chosen by mutual agreement from the panel of seven (7) arbitrators. If the parties are unable to agree upon an arbitrator from this panel, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator.

Section 4. After designation of such arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an opinion and award, both in accordance with said Rules, which shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any law or governmental regulation applicable thereto.

Section 5. The fee of the Arbitrator, his/her travel expense, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of either party shall be borne by the party incurring them.

Section 6. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendation with respect thereto. Neither shall he/she have power to establish or change any classification or wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a statute or ordinance. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

Section 7. The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, committee people, stewards, employees, nor its members will for any reason directly or indirectly call, sanction, or engage in any suspension of work or other interference with the operation of the County. The Union further agrees that it will actively oppose and discourage any such action on the part of individual employees or other individuals and will not support them in any violation of this Section or oppose their discipline or discharge for doing so.

The County reserves the sole right to discipline an employee or employees to and including discharge for violating any of the provisions of this Section. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any prohibited activity provided in this Section.

Section 8. No award involving wages due any grievance shall be made retroactive for more than thirty (30) days prior to the date the grievance was first submitted in writing.

ARTICLE 6 RIGHT TO MANAGE

Section 1. The County, as the Employer, retains the inherent rights:

- (a) To do all acts and things and exercise all powers vested in it by law.
- (b) To manage its affairs efficiently and economically.
- (c) To maintain order and efficiency in its operations.
- (d) To hire, layoff, assign, transfer, promote employees.
- (e) To exercise control of all properties and equipment.
- (f) To install, modify or change methods of operations, work schedules and equipment.
- (g) To discipline, including suspensions from work and discharge of employees for cause.
- (h) To establish, enforce and revise reasonable rules and regulations for the purposes of maintaining order, safety and the efficient operation of the County.

- (i) To subcontract bargaining unit work to other units of government or non-governmental entities, or to merge or consolidate operations with another unit of government, upon prior written notice to the Union, provided that (1) no employee shall be laid off as a result of the subcontracting, merger or consolidation and (2) this provision shall not be used to reduce bargaining unit overtime or to reduce a full-time position to part-time.
- (j) To exercise all other rights and privileges heretofore belonging to the County (whether or not such rights were heretofore the subject of negotiations between the parties) except such rights as are specifically modified or abridged elsewhere in this Agreement.

None of the foregoing rights shall be exercised in any manner, which is inconsistent with any of the other provisions of this Agreement.

ARTICLE 7 SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work for the County. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order or surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 2. Probationary Period. All 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 County, after which time the employee's seniority shall be retroactive to their last date of hire. Employees who have not completed their probationary period 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 procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

Section 3. Seniority shall be on a department-wide basis, in accordance with the employee's seniority date.

Section 4. The seniority lists on the date of this Agreement will show the names, job titles and seniority dates of all employees of the unit entitled to seniority. Such seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

Section 5. Seniority shall be lost and the employee terminated if:

- (a) They quit.
- (b) They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) They are laid off and not recalled to work within two (2) years or the length of their seniority, whichever is the lesser.
- (d) They fail to return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.
- (e) They fail to report for work on the required date at the end of an authorized leave of absence, including an unpaid sick leave, or vacation unless otherwise excused by the County.
- (f) They are absent from work for three (3) consecutive days without authorization.
- (g) They are absent without authorization on two (2) occasions within one contract year, except where they are able to establish legitimate reasons.
- (h) They are absent for three (3) consecutive working days without notifying their Department Head. In proper cases exceptions shall be made. After such absence, the Employer will send written notification to the employee at their last known address that they have lost their seniority and their employment has been terminated. The employee may submit the matter to the grievance procedure within the time limit prescribed.
- (i) The employee retires.

Section 6. Notwithstanding their normal position on the seniority lists, the Unit Chairperson and stewards, in that order, shall be considered as having top seniority for the purposes of layoff and recall only, provided, however, that in all cases such employees must presently have the necessary qualifications and ability to perform efficiently the remaining required work.

Section 7. The word "layoff" means a reduction in the working force in any department due to a decrease of work available or scheduled therein, except that disciplinary layoffs shall be governed by Section 7 of Article 4 above.

Section 8. Whenever a layoff occurs, the first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification and department affected by the layoff. If further layoff is necessary the next employee or employees to be laid off shall be the employee or employees with the least seniority in the particular job classification and department affected by the layoff, provided however, that any senior employee retained must presently have the necessary skill and ability to perform efficiently the remaining required work.

It is understood that nothing in this Section shall be interpreted to mean that an employee laid off waives their right to bump a less senior employee in an equally rated pay or lower rated pay job classification employer-wide, provided that the employee exercising bump rights presently has the necessary skill and ability to perform efficiently the remaining required work. If all other requirements are met, an employee bumping into a different department will be given a two (2) week familiarization period to

determine if they can perform efficiently the required work. Any claim of irregularity must be filed with the Department Head within three (3) working days from the date of the indefinite layoff and, if filed, may be made the subject of a special conference. If not resolved thereby, it may be submitted under the grievance procedure.

Section 9. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days notice of layoff except in cases of emergency. On the same date, this Unit Chairperson will be given a list of those being laid off.

Section 10. When employees who have seniority with the County are eligible to be recalled to work from layoff status, the employee or employees with the greatest seniority in the particular job classification and department affected by the recall, shall be recalled first and thereafter further recalls shall follow the order of seniority in the job classification and department affected provided, however, that the recalled employee must presently have the necessary skill and ability to perform efficiently the remaining required work.

Notice of recall shall be by telephone and confirmed by certified mail with return receipt requested. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, the employee shall be considered a voluntary quit. The working days referred to in this Section shall be defined to mean normally scheduled working days of the County Court House. It shall be the employee's sole responsibility to keep the employee's current telephone number and mailing address on file with the County on the approved form.

Section 11. If an employee is promoted to a position with the Employer not included in the unit and is then transferred to a position within the unit, they shall have accumulated seniority while working in the position to which they were promoted and, upon return to the unit, shall be entitled to the benefits of this Agreement as if they had not been outside it.

Section 12. If an opening occurs in a classification, within a department, resulting from a vacancy or increase in staff, employees within the unit shall be entitled to bid for same. Such openings, which the County desires to fill, will be posted for a period of five (5) working days in a conspicuous place on each floor, setting forth the requirements for the position. Employees within the unit who are interested shall apply within said posting period by submitting their name in writing to the appropriate county official. Employees who are on an excused absence, vacation, attending seminars, etc., may apply by fax within the time limits, if notified of said vacancy by the Chapter Chairperson or other Union official. Other things being equal, the promotion shall be made on the basis of seniority within the Department.

(a) In the event the senior department applicant is denied the promotion, reasons for the denial shall be given in writing to the Unit Chairperson, provided that this is requested by the Unit Chairperson. If said applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) Employees outside the department will be given consideration in order of seniority. Department Heads will not be required to give written reasons for denial, and such denial will not be subject to the grievance procedure.

(c) Chief Deputy Classification Exception. Vacancies which may occur in permanent job positions in the Chief Deputy job classification and which are intended to be filled by the County shall not be subject to the procedures set forth above in this Section 12 and its subsections (a) and (b). Such vacancies occurring within the Chief Deputy job classification and which are intended to be filled by the County shall be filled within the sole discretion of the Department Head.

Section 13. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to one school term in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

Section 14. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in case of an emergency declared by the Governor of the State.

ARTICLE 8 LEAVES OF ABSENCE

Section 1. Leaves of absence for reasonable periods not to exceed the times specified below will be granted upon written request of the employee for:

(a) Injury, illness and/or Pregnancy. 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 with seniority 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 performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits or other paid time and thereafter shall be without pay or benefits. An employee may be on leave for a period of not more than one (1) year. The Employer may request at any time, as a condition of continuance of a leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination at the Employer's expense, and if appropriate, require the employee to take a leave of

absence under this Section. 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 such cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer in writing 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 within thirty (30) calendar days after the employee first learns of the need to request a leave or the employee shall be deemed to have waived any right to leave. All employees returning to work from a leave of absence must present a physician's certificate indicating that the employee is physically and medically able to perform the employee's job. The Employer will then have two (2) weeks within which to reinstate and place the employee, in accordance with the seniority provisions of this Agreement.

(b) Education. Employees may be granted an educational leave of absence without pay in order to pursue a full-time educational program designed to further an employee's skills related to the employee's job with the Employer. No education leave of absence shall be granted beyond a maximum of one (1) year. In order to be granted an educational leave of absence must be approved by the Employer. The Employer may require proof that the approved education program is being pursued.

(c) Personal. Employees may be granted a personal leave of absence without pay within the discretion of the Employer.

Such leaves may be restricted, deferred or denied where economic considerations or other circumstances warrant. They may be extended for like cause and for appropriate periods not exceeding the limits above. Except as expressly provided hereinafter, employees on leave of absence shall not earn or accrue any benefits other than seniority. Employees will not be granted leaves of absence to enable them to engage in employment for another employer.

Section 2. Employees elected or appointed to a Union position, not exceed one (1) at any time, to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absences for periods not less than three (3) months nor more than one (1) year and, upon their return, shall be re-employed at work with accumulated seniority to a position they held or to a position of equal pay.

Section 3. Paid sick days will be granted to all full-time employees covered by this Agreement at the rate of one (1) day for each month of actual service and for all regular part-time employees covered by this Agreement at the rate of one half (1/2) day of each month of actual service, provided the employee has actually worked a total of at least sixty percent (60%) of the employee's regularly scheduled hours during the month. No probationary employee shall be permitted to use paid sick days until after the employee is placed on the seniority list following completion of the probationary period. There shall be a maximum accumulation of one hundred (100) paid sick days after which time

no more paid sick days will be accumulated except to the extent of restoring paid sick days used. Paid holidays and paid vacation time under this Agreement shall be considered hours actually worked for purposes of calculating the sixty (60%) minimum hours requirement established in this Section of this Article of the Agreement. It is provided that in addition to the use of accumulated paid sick days for an employee's own sickness, employees shall be allowed to use up to a maximum of five (5) paid sick days for full-time employees and two and one half (2 ½) days for regular part-time employees each contract year out of those paid sick days already earned and accumulated for the purpose of sickness occurring in the employee's immediate family. Immediate family for this purpose under this Section of the Agreement is defined as meaning: the employee's mother, father, spouse, child or member of the employee's immediate household living with the employee.

Employees Hired On or After September 1, 1982. Full-time employees who are employed by the County on or after September 1, 1982, in the bargaining unit covered by this Agreement, shall have the maximum accumulation of paid sick days limited to thirty (30) paid sick days. Regular part-time employees with five (5) continuous years of service covered by this Agreement shall have the maximum accumulation of paid sick days limited to fifteen (15) paid sick days. Effective upon the execution of the collective bargaining agreement, part-time employees shall not be subject to the five (5) year waiting period.

(a) Employees must report the need for sick leave to their supervisors as soon as possible and the County may require a doctor's certificate from any employee who is absent more than (2) days due to sickness, as a condition of payment.

(b) If the County believes or suspects that there is an abuse of the paid sick days policy, or if there is a pattern of absences, or if there is a pattern of absences which result in extended weekend or holiday periods, the Employer reserves the right in all cases to require proof of sickness or accident or any continuance thereof through a physician's certificate or other substantiation acceptable to the County as a condition for receiving any paid sick days, regardless of the length of the absence. Any abuse of the paid sick days policy shall be subject to disciplinary action up to and including discharge.

The County also reserves the right to require an employee to execute an affidavit setting forth the nature and duration of the sickness or accident. Falsification in connection with any physician's certificate, other substantiation or affidavit shall be deemed just cause for discharge.

Section 4. A full-time employee shall be allowed and paid for not to exceed three (3) working days, a regular part-time employee shall be allowed and paid for not to exceed one and one-half (1 ½) working days, and not to be deducted from paid sick leave, for the purpose of attending the funeral of a person in their immediate family. Immediate family is defined as meaning: mother, father, brother, sister spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.

Section 5. An employee who acts as a pallbearer for a deceased employee of the Employer will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from paid sick leave. The Unit Chairperson or another employee designated by him will be allowed one-half (1/2) funeral leave day in the event of the death of an employee within the unit, for the exclusive purpose of attending the funeral.

Section 6. On termination, payment of unused sick leave days will be paid to all employees of the bargaining unit at the rate on one-half of all accumulated sick leave days. Upon death of the employee, the Employer shall pay the employee's beneficiary one-half of all accumulated sick leave days. This payment shall be at the employee's prevailing rate of pay and shall be based on a maximum possible accumulation of sixty (60) such days. Employees who are discharged from the employment of the County are not eligible for payment of any accumulated sick leave days under this Section.

Employees Hired On or After September 1, 1982. For regular full-time employees and for regular part-time employees who are employed by the County on or after September 1, 1982, in the bargaining unit covered by this Agreement; there will be no payment of any unused paid sick leave days.

Section 7. Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the 12 month period immediately proceeding the commencement of the requested leave are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

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.

Employees on leaves of absence under this section shall be paid in accordance with the following:

- (a) 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:
 - (1) Paid sick leave
 - (2) Paid personal leave
 - (3) Paid vacation

(b) 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:

- (1) Paid personal leave
- (2) 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. 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.

The provisions of this section are supplemented by the County's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act.

ARTICLE 9 WORKING HOURS

Section 1. The regular full working day shall consist of eight (8) hours per day, including an unpaid lunch period of one (1) hour. The County reserves the right to set work schedules and to shorten, change or lengthen the workweek. Normally, the schedule of work hours shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday. If changes are made, the County shall notify the Unit Chairperson in writing, at least five (5) days before they are to go into effect. Such changes may, within the notice period, be made the subject of a special conference.

Section 2. Employees may take a fifteen (15) minute rest period the first half of their work period and a fifteen (15) minute rest period in the second half, at time specified by the supervisor.

Section 3. For all hours worked beyond forty (40) per one workweek compensatory pay will be paid at the rate of time and one-half (1 ½). The Employee shall have the option to utilize said time as compensatory time or be compensated as overtime pay. Compensatory time will be awarded at the rate of time and one-half (1 ½). An employee may accumulate no more than ninety (90) hours of compensatory time (based on sixty (60) hours of straight time). Compensatory time shall be taken at a time(s) that are mutually agreeable between the employee and the Department Head. However, said time shall not be unreasonably denied. For absences of one day or less, an employee shall use compensatory time prior to accrued vacation.

An employee shall utilize his/her compensatory time in the calendar year it was earned if possible. In the event said time has not been used by December 15th, it will be paid off at the end of the budget year it was incurred, at the employee's current hourly rate. An employee may elect to have the compensatory time paid directly into a deferred compensation plan made available by the County.

ARTICLE 10 HOLIDAYS

Section 1. The following days shall be designated and observed as holidays for which eligible employees who do not work thereon will be paid, except as provided below:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	THANKSGIVING DAY
PRESIDENTS DAY	DAY AFTER THANKSGIVING
GOOD FRIDAY	CHRISTMAS DAY
MEMORIAL DAY	DAY BEFORE CHRISTMAS DAY
INDEPENDENCE DAY	DAY BEFORE NEW YEAR'S DAY

and such others as are declared as paid holidays by the County Board of Commissioners. If the day before Christmas Day and the day before New Year's Day fall on a weekend, the preceding Friday shall be recognized as a paid holiday.

Section 2. To be eligible, the employee must have worked the full scheduled day before and the full scheduled day after such holiday. For this purpose the employee will be considered as having worked such days if he was on paid vacation, or was receiving paid sick leave, or was otherwise excused by the Employer.

Section 3. Eligible full-time employees who perform no work on a holiday shall be paid their regular rate of pay. Eligible regular part-time employees who perform no work on a holiday shall be paid one-half (1/2) their regular rate of pay. Employees required to work on a holiday shall receive their regular day's pay and, in addition, shall receive compensatory time for all hours worked on the holiday.

Section 4. Should a holiday fall on a Saturday, the preceding Friday shall be considered as the holiday. If it falls on a Sunday, the following Monday shall be considered as the holiday.

Section 5. An employee who agrees to work on a holiday, but fails to report for work, unless otherwise excused for a reason satisfactory to the County, shall not be entitled to holiday pay.

ARTICLE 11 VACATIONS

Section 1. Vacations will be granted at such times during the year as are suitable, considering both wishes of the employees and the efficient operation of the Department concerned. All vacations must have the approval of the Department Head. Employees must notify their Department Head at least sixty (60) days, if possible, in advance of the next anniversary of their seniority date, of the vacation period desired. If the period is suitable and the schedule permits, the Department Head will grant the request and place a notation thereof on the schedule. Employees are not allowed to take vacation during their first twelve (12) months of employment.

Section 2. When a holiday is observed by the County during a scheduled vacation, the vacation will be extended one day, either before or after, continuous with the vacation.

Section 3. Vacation leave that is earned by an eligible employee is mandatory and vacation leave and pay may not be accumulated from year to year, provided, however, that in special circumstances exceptions may be allowed if approved in advance in writing by the Controller. Vacation leave that is earned by an eligible employee may also not be waived by an employee and extra pay received for work during the vacation leave period, provided, however, that in special circumstances exceptions may be allowed if approved in advance in writing by the Controller.

Section 4. If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, their vacation will be rescheduled. In the event his/her incapacity continues through his/her anniversary year, he/she shall be awarded payment in lieu of vacation or be allowed to have a rescheduled vacation, at the employee's option. Also, if an employee becomes ill and is under the care of a licensed physician during the vacation period, he/she shall be entitled to paid sick leave for said day(s) and his/her vacation days will be rescheduled, provided that the employee submits written verification of the illness from the attending physician.

Section 5. Full-time employees will earn credit toward vacation with pay on the basis of one-twelfth of annual vacation, for each full month they are on the active payroll of the County. Regular part-time employees having at least five (5) years of continuous employment shall be eligible for one-sixth annual vacation, for each full month they are on the active payroll of the County. Effective upon the execution of the collective bargaining agreement, this provision shall apply to all part-time employees, regardless of length of service.

(a) Full-time employees having at least one year but less than five (5) years of continuous employment shall be eligible for twelve (12) days of paid vacation. Regular part-time employees having at least five (5) years of continuous employment shall be eligible for six (6) days of paid vacation. Effective upon the execution of the collective bargaining agreement, this provision shall apply to all part-time employees, regardless of length of service.

(b) Full-time employees having at least five (5) years but less than fifteen (15) years of continuous employment shall be eligible for fifteen (15) days of paid vacation. Regular part-time employees having at least ten (10) years but less than thirty (30) years of continuous employment shall be eligible for seven and one-half (7 ½) days of paid vacation.

(c) Full-time employees having at least fifteen (15) years of continuous employment shall be eligible for twenty (20) days of paid vacation. Regular part-time employees having at least thirty (30) years of continuous employment shall be eligible for ten (10) days of paid vacation.

Section 6. Vacation leave may be scheduled between the employee and the Department Head, provided, however, that such scheduling does not interfere with the operation of the Department.

Section 7. If a regular pay day falls during an employee's vacation, the employee must make a request in accordance with the established procedure for their check at least two (2) weeks before leaving, if they desire to receive it in advance.

Section 8. Employees eligible for vacation pay will be paid for vacation credits accrued up to their eligibility date at their then current rate. The time during which an employee is absent on paid vacation will be counted as time worked for the purpose of all benefits hereunder.

Section 9. If an employee is laid off or retired or severs their employment, they will receive any unused vacation credit, including that accrued since the last anniversary of their seniority. If such a laid-off employee is later recalled, they will be given credit for vacation and vacation pay only with respect to the full months following their recall and up to their next anniversary date in computing their vacation and pay for the following year.

ARTICLE 12 GENERAL

Section 1. Classification and Salary Structure shall be set forth in Schedule "A" attached hereto and made a part hereof.

Section 2. When a new job is created which cannot properly be placed in an existing classification, the Employer, upon determining the requirements thereof, shall establish a new classification and shall promptly furnish the Chapter Chairperson with a copy of the job description and pay rate. If the Union desires to negotiate concerning the rate so established, it shall notify the Employer of that fact within five (5) working days after such notification, and the parties will arrange a special conference on the matter, otherwise, they shall become permanent.

Section 3. The Employer will provide reasonable space on present bulletin boards, which may be used by the Union for posting notices for the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

In no event will any notice contain any scurrilous, defamatory or political matter.

Section 4. 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 for the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, that if the parties shall hereafter mutually agree to vary this Agreement by a supplemental Agreement, the same shall be approved or rejected by said Cheboygan County Chapter of Local #1325 within a period of twenty (20) days following the date the representatives of the Employer agree on same.

Section 5. Employees will be granted a leave of absence with pay whenever they are required to report for jury duty or actually perform jury service. For time actually required for such service, they shall be paid the difference between any jury duty compensation they receive and their regular compensation hereunder.

Section 6. Employees will be covered by the applicable Worker's Compensation Laws.

Section 7. Health and Safety. The County and the Union subscribe to the principle of good health and safety conditions. Where the County shall deem it necessary, it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment as the County shall provide. It is understood that employees are expected to work in a safe manner. It is also understood that the employees shall cooperate with the County in all safety and health procedures and shall make proper use of all equipment and devices provided for such purposes. The Union will cooperate in assisting and maintaining all safety and health procedures established by the County. It is expressly understood that violation of safety rules or regulations will result in disciplinary action up to and including discharge. If the

Union is requested to talk with an employee regarding a safety or health matter, the Union representative to talk with the employee shall be the Union Steward.

Section 8. Group Insurance. Hospitalization - Surgical - Medical. The Employer will make available for all eligible employees who elect to participate a group insurance program covering certain hospitalization, surgical and medical expenses. The insurance program shall be on a voluntary basis for eligible employees and family members excluding Family Continuation Coverage on unmarried children, between 19 and 25 years old, who legally reside with employee and who are dependent on employee for more than half their support, as defined by the Internal Revenue Code, and as such have been reported on the employee's most recent Federal Income Tax return. The cost of the required monthly premium coverage under the insurance program shall be paid in full by the Employer. The insurance program becomes effective no earlier than the first (1st) day of the month following completion of an employee's first thirty (30) days of employment or at a date thereafter that may be established by the insurance carrier. In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff or on leave of absence, the group insurance program shall continue in effect until the end of the last day of the month in which the quit, termination, layoff or leave of absence occurs. Other specific terms and conditions governing the group insurance program are set forth in detail in the master policies issued by the insurance carrier or carriers.

- (a) Effective May 15, 1998, active employees shall receive health insurance through Blue Cross Blue Shield Community Blue PPO 1 including Dental and Optical Riders. A \$10.00 Drug Rider will be implemented, however employees will be reimbursed on a quarterly basis \$5.00 for each prescription provided that they submit receipts and sign a waiver of confidentiality.
- (b) The Employer reserves the right to select all insurance carriers. Regular part-time eligible employees will receive coverage benefits with one-half of the cost of the required monthly premium paid by the Employer.
- (c) Waiver of Health Insurance. Effective May 15, 1998 full-time employees who provide proof that his/her spouse has health insurance may opt out of two person or full family health insurance and receive 35% of the premium savings provided that they opt out for a period of 6 months (part-time employees shall receive a pro-rated payment). At the employee's option, employees may direct that the semi-annual payment be placed in the deferred compensation plan. Employees may re-enter during the six-month period and receive a pro-rata payment, if their spouse loses health insurance.

Section 9. Longevity Benefit. The following longevity payment plan for eligible employees is established by the County:

Re: Full-time Employees Continuous Service Required Five (5) years but less than ten (10) years - \$100.00; Ten (10) years but less than fifteen (15) years - \$200.00; Fifteen (15) years or more - \$300.00.

Re: Regular Part-time Employees Continuous Service Required Ten (10) years but less than twenty (20) years - \$50.00; Twenty (20) years but less than thirty (30) years - \$100.00; Thirty (30) years or more - \$150.00.

In order to be eligible for longevity payment, an employee must be on the County's active employment payroll on their anniversary date on the applicable year and an employee must have the required continuous service as of their anniversary date in accordance with the schedule set forth above in this Section. The required continuous service of an employee for purposes of the longevity payment is defined and measured as an employee's continuous service as of their anniversary date of employment. The longevity payment is a lump sum annual payment to eligible employees and shall be paid to eligible employees within a reasonable period of time following their anniversary date.

Section 10. Paid Personal Day. Full-time employees who have seniority shall be entitled to receive one (1) paid personal day for use each contract year. Regular part-time employees who have seniority shall be entitled to receive one-half (1/2) paid personal day for use each contract year. The pay for a personal day shall be equal to the employee's straight time pay for the regular workday for which the employee was otherwise scheduled to work. A paid personal day shall be scheduled in advance by mutual agreement between the employee and the employee's Department Head.

Section 11. Retirement. Effective January 1, 1998, the program of retirement benefits provided for in Plan B-3 of the Michigan Municipal Employees Retirement System (MERS) shall be in effect for full-time and regular part-time employees covered by this Agreement. Under this plan, covered employees contribute three percent (3%) of their gross compensation. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.

Section 12. Retiree Insurance. During the term of this Agreement, employees who retire under the Employer's MMERS retirement program are eligible to continue to participate in the group insurance program. This continued participation is subject to the approval of the insurance carrier. Eligible retirees desiring to continue their insurance coverage shall pay to the Employer, in advance, the amount of the retiree's next three (3) months insurance premium.

ARTICLE 13 JOB RECLASSIFICATIONS

A panel shall be established to hear reclassification requests from the bargaining unit or department heads. The three (3) member panel shall consist of the County Controller, the Board Personnel Chairperson and the AFSCME Union Chapter Chairperson.

The following are conditions governing this forum:

1. The employee seeking reclassification may be represented by no more than two (2) bargaining committee representatives.
2. The reclassification panel shall be provided a written statement indicating the classification sought by reclassification.
3. Documents pertaining to the reclassification request shall be submitted five (5) working days prior to the meeting of the panel.
4. Each reclassification presentation shall not exceed twenty (20) minutes.
5. The department head of an employee seeking reclassification shall be entitled to attend the presentation but shall not be required to either attend or take part in the proceedings.
6. Every effort shall be made to conduct all meetings within sixty (60) days of the request.
7. The bargaining committee representatives and the employee shall be provided no less than seven (7) working days notice of meetings.
8. The meetings shall be scheduled at a time mutually acceptable to all of the participants.
9. The panel shall have thirty (30) calendar days from the meeting date to provide a written response to the reclassification request.
10. The Chairperson of the Personnel Committee shall act as chair of the panel.
11. A request for the same reclassification can be made only once per twelve (12) month period.
12. This provision shall be subject to a \$4,000.00 total cost and shall become effective January 1, 2000.

ARTICLE 14 TERMINATION

Section 1. This Agreement shall become effective on January 1, 1998 and shall continue in full force and effect until December 31, 2000, at 11:59 P.M. and from year to year thereafter, unless either party shall give notice to the other of its intention to terminate or modify the same. Such notice may be given at least sixty (60) days, but not more than ninety (90) days, prior to October 1, 2000, or any anniversary date next following said notice. Said notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Michigan Council #25, American Federation of state, County and Municipal Employees, AFL-CIO, 1034 N. Washington Avenue, Lansing, Michigan 48906; and, if to the Employer, addressed to Cheboygan County Clerk, Court House, Cheboygan, Michigan 49721, or to such other address as either party may hereafter designate in writing to the other. Upon receipt of a notice to terminate or modify, the parties shall endeavor to commence negotiations prior to August 15 of that year.

CHEBOYGAN COUNTY
BOARD OF COMMISSIONERS

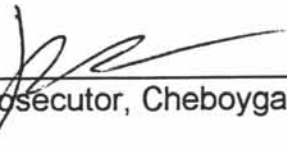
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL NO. 25, AFL-CIO AND
CHEBOYGAN COUNTY COURT HOUSE
EMPLOYEES CHAPTER OF LOCAL 1325

By 
Chairman, County Board
of Commissioners

By 
Bargaining Committee
Member Chairperson

By 
Controller, Cheboygan County

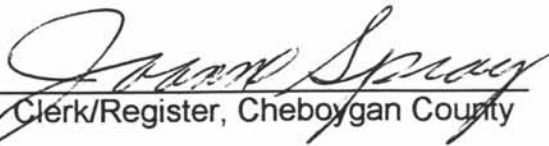
By 
Bargaining Committee
Member Chief Steward

By 
Prosecutor, Cheboygan County

By 
AFSCME Staff Representative

BY 
Treasurer, Cheboygan County

Date: MAY 27, 1998

By 
Clerk/Register, Cheboygan County

Date: MAY 27, 1998

SCHEDULE "A"
January, 1998

I. Effective the first (1st) day of January 1998, the following hourly pay schedule shall be applicable.

Job Classification	Start	After Completion Of 90 Day Probation Period	After 6 Months	After 1 Year
Chief Deputy Register of Deeds Assistant Clerk Assistant Treasurer	\$9.35	---	\$9.61	\$11.00
Child Support / Paralegal Specialist	\$9.35	---	\$9.61	\$10.91
Circuit Court Clerk Payroll Clerk Account Clerk Office Manager Data Entry Operator Victim's Rights Advocate Legal Secretary Clerk II	\$9.35	---	\$9.61	\$10.60
Secretary Clerk I	\$9.35	---	\$9.61	\$10.36
Custodian	\$9.61	\$9.84	\$10.05	\$10.36
Housekeeper	\$8.86	\$9.16	\$9.54	\$9.84
Enforcement Officer Property Appraiser	\$11.11	---	\$11.22	\$11.69
Plumbing Inspector Building Inspector Electrical Inspector Zoning Assistant	\$12.05	---	\$12.40	\$12.86

Employees employed in the Property Appraiser Classification shall receive an additional \$200.00 over and above the base annual salary upon achieving Level I.

Such employees shall receive an additional \$300.00 over and above the base annual salary upon achieving Level II.

Such employees shall receive an additional \$500.00 over and above the base annual salary upon achieving Level III.

SCHEDULE "A"
January, 1999

II. Effective the first (1st) day of January 1999, the following hourly pay schedule shall be applicable.

Job Classification	Start	After Completion Of 90 Day Probation Period	After 6 Months	After 1 Year
Chief Deputy Register of Deeds Assistant Clerk Assistant Treasurer	\$9.63		\$9.90	\$11.33
Child Support / Paralegal Specialist	\$9.63	---	\$9.90	\$11.24
Circuit Court Clerk Payroll Clerk Account Clerk Office Manager Data Entry Operator Victim's Rights Advocate Legal Secretary Clerk II	\$9.63	---	\$9.90	\$10.92
Secretary Clerk I	\$9.63	---	\$9.90	\$10.67
Custodian	\$9.90	\$10.14	\$10.35	\$10.67
Housekeeper	\$9.13	\$9.43	\$9.83	\$10.14
Enforcement Officer Property Appraiser	\$11.44	---	\$11.56	\$12.04
Plumbing Inspector Building Inspector Electrical Inspector Zoning Assistant	\$12.41	---	\$12.77	\$13.25

Employees employed in the Property Appraiser Classification shall receive an additional \$200.00 over and above the base annual salary upon achieving Level I.

Such employees shall receive an additional \$300.00 over and above the base annual salary upon achieving Level II.

Such employees shall receive an additional \$500.00 over and above the base annual salary upon achieving Level III.

SCHEDULE "A"
January, 2000

III. Effective the first (1st) day of January 2000, the following hourly pay schedule shall be applicable.

Job Classification	Start	After Completion Of 90 Day Probation Period	After 6 Months	After 1 Year
Chief Deputy Register of Deeds Assistant Clerk Assistant Treasurer	\$9.82	---	\$10.10	\$11.57
Child Support / Paralegal Specialist	\$9.82	---	\$10.10	\$11.46
Circuit Court Clerk Payroll Clerk Account Clerk Office Manager Data Entry Operator Victim's Rights Advocate Legal Secretary Clerk II	\$9.82	---	\$10.10	\$11.14
Secretary Clerk I	\$9.82	---	\$10.10	\$10.88
Custodian	\$10.10	\$10.34	\$10.56	\$10.88
Housekeeper	\$9.31	\$9.62	\$10.03	\$10.34
Enforcement Officer Property Appraiser	\$11.67	---	\$11.79	\$12.28
Plumbing Inspector Building Inspector Electrical Inspector Zoning Assistant	\$12.66	---	\$13.03	\$13.52

Employees employed in the Property Appraiser Classification shall receive an additional \$200.00 over and above the base annual salary upon achieving Level I.

Such employees shall receive an additional \$300.00 over and above the base annual salary upon achieving Level II.

Such employees shall receive an additional \$500.00 over and above the base annual salary upon achieving Level III.

MEMORANDUM OF UNDERSTANDING

The County of Cheboygan, the Cheboygan County Prosecutor and the Cheboygan County Friend of the Court ("the Employers") and AFSCME Local 1325 agree as follows:

1. Effective on the first pay period after the 1998 – 2000 collective bargaining agreement is executed by all parties, Sondra Proctor, Linda Keating and Elizabeth vonNolting will be placed at the "start" step for the Clerk I classification.
2. Ms. Proctor, Ms. Keating and Ms. vonNolting will be eligible to proceed through the scheduled steps for the Clerk I classification, as described in Appendix A of the 1998 – 2000 collective bargaining agreement.
3. Any retroactive pay to Ms. Proctor, Ms. Keating and Ms. vonNolting will be based upon their prior pay rate, \$8.89 per hour.

For the County:

For AFSCME Local 1325

Its:

Its:

Prosecutor,
Cheboygan County

Date

Friend of the Court,
Cheboygan County

Date