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12/31/2000
[Signature]

COLLECTIVE BARGAINING AGREEMENT

between

JACKSON COUNTY BOARD OF COMMISSIONERS

and

JACKSON COUNTY EMPLOYEES

CHAPTER OF LOCAL 2098

affiliated with

MICHIGAN COUNCIL NO. 25 AFSCME (AFL-CIO) ✓

HEALTH, COUNTY GENERAL, COURTS
(UNITS B, C, D)

January 1, 1998 - December 31, 2000

Jackson County, MI

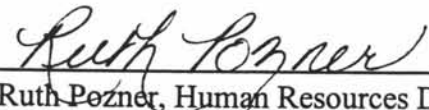
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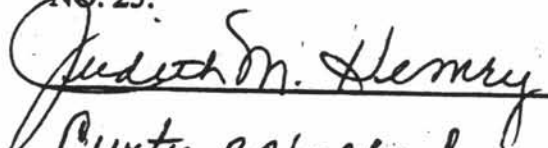
The Employer recognizes that this Agreement covers three distinct and separate units of employees, those being Health, County General and Courts. These units were formerly referred to as B, C and D respectively. Each of these units retains a Chapter Chairperson and Stewards as designated in this Agreement.

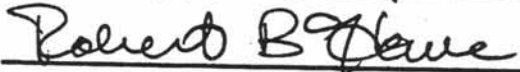
Where one employee group falls under provisions different than other groups that is noted throughout this Agreement. Unless specifically noted the balance of the provisions apply to all employees covered by this Collective Bargaining Agreement.

COUNTY OF JACKSON:


Ruth Pezner, Human Resources Director

CHAPTER OF LOCAL NO. 2098
HEALTH, COUNTY GENERAL, COURTS,
AFFILIATED WITH MICHIGAN COUNCIL
NO. 25:





MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO:



JACKSON COUNTY
AND
JACKSON COUNTY EMPLOYEES

CHAPTER OF LOCAL 2098
affiliated with
MICHIGAN COUNCIL NO. 25 AFSCME (AFL-CIO)

COLLECTIVE BARGAINING AGREEMENT

This agreement, made and entered into as of this 19th day of January, 1999, by and between the County of Jackson and its Elected Officials of the County of Jackson, State of Michigan and its employees recognized hereunder as being represented by Local 2098 and Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO.

A. PURPOSE

1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the County and Employees and the Union.
2. The parties recognize that the success of the County depends upon the County's ability to establish a proper service for the community, with due regard for the interests of the citizens of the community and personnel of the County.
3. To these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between respective representatives at all levels and among all Employees.

B. DEFINITIONS

1. **EMPLOYER.** For the purposes of this agreement, the word "Employer" means the County of Jackson and its Elected Officials, of the County of Jackson, State of Michigan.

Employer-Courts: For the purpose of this Agreement, the word "Employer" means the respective judges, individually or collectively as the case may be of the 4th Judicial Circuit Court, a department consisting of the Circuit Court, Friend of the Court, and County Clerk-Court Services divisions; of the Jackson County Probate Court, a department consisting of the Probate Court, Youth Services, and Youth Center division; of the 12th District Court, a department consisting of the 12th District Court division.

2. **EMPLOYEE.** For the purpose of this agreement, the word "employee" means all employees of the above mentioned Chapter - Health, County General and Courts unless excluded

in the recognition clause of this agreement.

a. Full-Time Employees. Employees who are regularly scheduled to work 80 hours per 80 hour pay period.

b. Part-Time Employees. Employees who are regularly scheduled to work not less than 40 but no more than 60 hours per 80 hour pay period.

c. Special Part-Time. The County of Jackson and Local 2098, Michigan Council No. 25, Health, County General and Courts, hereby agree that the Department on Aging, Animal Shelter, Administrative Services (Print Room) and Airport each have the ability to hire one (1) employee who is regularly scheduled to work less than fifteen (15) hours per week. These employees will not be covered by the provisions of the collective bargaining agreement(s). Special part-time at the Airport to be used only for Saturday, Sunday and holiday coverage.

d. Temporary Employees. Employees who are regularly scheduled to work, but such employment may not exceed 100 calendar days. In the event that a temporary employee is promoted to a full-time or part-time employee, his/her time worked as a temporary employee shall count towards establishing seniority status. When a temporary employee is hired, the name of the temporary employee will be provided by the Employer to the Chapter Chairperson.

e. Casual Employees. Employees who are called in to work as needed by the Employer but are not regularly scheduled. Casual employees shall not be allowed to perform the duties of the Child Development Worker classification whenever Child Development Workers are available; except casual employees may substitute for scheduled Child Development Workers who are unable to work when scheduled due to illness, transporting, emergencies or Union business, as well as twenty-four (24) hours per training event, up to three (3) days for Jury Duty, up to three (3) days for transition/bid periods, and residential field trips/activities. Days worked as a casual employee shall not count as days worked as a temporary employee. The Union will be notified when casuals are used.

f. Co-op Employees. Employees who are normally regularly scheduled to work not more than 40 hours per 80 hour pay period through high school co-operative extension programs.

3. UNION. For the purpose of this agreement, the word "Union" as used herein, means Health, County General and Courts, of Local 2098 and Michigan Council No. 25, AFSCME, AFL-CIO.

4. IMMEDIATE FAMILY. For the purpose of this agreement "immediate family" means the employee's spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parent's-in-law, and any other person for whose financial and physical care the employee is principally responsible. For the purpose of Article S. Funeral Leave only, son-in-law and daughter-in-law

are added to the definition of Immediate Family.

C. RECOGNITION

1. The Employer, a public Employer under the Public Employment Relations Act, being 1947 PA.336, and herein referred to as PERA, hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all employees working for Jackson County and Courts, but excluding however, the following:

- a. Elected Officials, Department Heads, Professional employees, Supervisors, Managerial employees, and confidential employees;
- b. The employees represented by the Jackson County Deputy Sheriff's Association;
- c. All employees of the Jackson County Medical Care Facility included in Unit A, Local 2098;
- d. Michigan Nurses' Association employees;
- e. All employees represented by the Police Officers Labor Council;
- f. Employees represented by the International Union of Operating engineers, Local No. 547 at the Jackson County Medical Care Facility;
- g. Employees represented by Local 139 of AFSCME at the Jackson County Medical Care Facility;
- h. Employees of the Jackson County Road Commission represented by the United States Steel Workers;
- i. Temporary, casual and co-op employees;
- j. All other employees of the County of Jackson not designated above as represented or not designated above as excluded.

D. UNION REPRESENTATION - DUES AND FEES

1. PURPOSE. The Employer and the Union agree that neither shall unlawfully discriminate against any employee because of race, religion, color, national origin, age, sex, height, weight, marital status, handicap, political belief, or membership or non-membership in a Union, nor shall the Employer or the Union, or its agents, or their members unlawfully discriminate against any employee because of exercising of his/her rights under PERA or this Agreement.

2. UNION AND NON-UNION MEMBERSHIP. All employees shall elect whether to voluntarily be a Union member or voluntarily pay a representation fee. The Employer and the Union agree that they will not discriminate, as set forth above, against any employee in regard to hire terms or conditions of employment in order to encourage or discourage Union membership.
3. UNION ACCEPTANCE OF MEMBERSHIP. The Union agrees to accept into membership all employees who apply for Union membership. Payment of Union dues and fees uniformly required is a condition of Union membership and a condition of continued employment.
4. ELECTION OF MEMBERSHIP. Within thirty-one (31) calendar days from the date of employment, or within thirty-one (31) calendar days from the date this agreement is executed, whichever is later, each employee shall elect whether or not to apply for Union membership.
 - a. Election for Union Membership. Employees who elect to join the Union shall execute membership and dues authorization cards required by the Union.
 - b. Election Against Union Membership. Employees who elect not to join the Union shall execute the representation fee authorization card.
5. DEDUCTION OF FEES. The Employer shall deduct from the first paycheck of each month Union dues and fees or the representation fee as authorized by each employee.
6. DISCHARGE FOR NON-UNION PAYMENT. Employees who fail to remain Union members, or in the alternative fail to pay the representation fee, shall be discharged by the Employer within thirty (30) calendar days after the receipt of written notice to the Employer and the employee from the Union, unless the Employer is otherwise notified by the Union in writing within such period that such default has been rectified.
7. HOLD HARMLESS. The Union shall indemnify and hold the Employer harmless against any and all claims or liabilities, including court costs and attorney fees, that arise out of the Employer's compliance with the Union's security of check-off provisions of this Agreement.
8. NOTICE OF NEW HIRES. The Employer will furnish to the Union a list of all new hires at the end of each pay period.
9. NOTICE OF TERMINATION OF SENIORITY. In the event an employee's seniority is terminated, the Employer shall notify the Union in writing following the end of the month in which termination of seniority took place.
10. BARGAINING COMMITTEE. Employees shall be represented by a bargaining committee of not more than ten (10) members to be composed of employees of the County representing the Courts/County Clerk, Health Department, and County General. The Employer agrees to pay bargaining committee members for the time lost from regular work during

collective bargaining sessions. Meetings shall be held at mutually agreed upon times. Reasonable arrangements will be made to all bargaining committee members to attend collective bargaining sessions during their regular work hours. Bargaining committee members shall notify their Department Head when they intend to be absent in order to attend collective bargaining sessions. The Union President shall be entitled to attend all collective bargaining sessions without pay, however, in the event the President is one of the ten member bargaining committee, the President shall serve with pay.

11. UNION STEWARDS. The County General employees shall be entitled to five (5) stewards; one representing Parks and Recreation and the Airport; one representing AFSCME employees in the Sheriff's Department, Court House, Kresge Building, and County Tower Building; one representing Cooperative Extension, Animal Shelter and County Garage; one representing the Maintenance Department and one afternoon steward-at-large.

The Health Department employees shall be entitled to two (2) stewards; one (1) representing the sanitarians and one (1) representing the clerical.

The Court/County Clerk employees shall be entitled to seven (7) stewards; one (1) representing the 12th District Court employees, two (2) representing Circuit/Family Court/Probate Court employees, one (1) representing County Clerk employees, and three (3) representing the Youth Center employees [one for each eight (8) hour shift].

Reasonable arrangements will be made to allow stewards time off with pay during their regular working hours for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective Elected Officials and/or Department Heads to visit such premises during regular work hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the department. Any requests for records or other documents by stewards shall be made in writing to the Elected Official and/or Department Head. The Elected Official and/or Department Head will provide the information as quickly as possible.

The County premises may be used for the grievance interviews. Stewards shall investigate and present the grievances to the Elected Officials and/or Department Heads through the grievance procedure. In the event the steward is absent, alternate stewards may perform their functions provided they have conformed with the above requirements in notifying the Elected Official and/or Department Head, giving him/her reasonable time to adjust for their absence during such periods while they are investigating or processing grievance procedures. A list of stewards shall be provided to the Director of Human Resources by the Chapter Chairperson whenever changes are made.

12. SPECIAL MEETINGS. Special meetings of urgent or compelling nature, concerning health and safety or other items in which time is important to both parties, may be called by either party in which event the parties shall endeavor to meet within seven (7) calendar days time

after such a request is made. Consideration will be limited to a written agenda accompanying the request. In the event the Union does not submit an agenda or the Employer does not submit an agenda, no such meeting shall be held. Employees will be paid for time lost from regular working hours at such meetings. Meetings shall consist of two (2) representatives from the Union and the staff representative of the Council, and three (3) representatives from the Employer.

13. County Quality I..., Workplace Enhancement, Goals and other County-wide teams will include representation from the Health Department, County General and Court/County Clerk AFSCME employees. Employees shall be paid their regular rate of pay while attending scheduled County-team meetings. The parties recognize and accept that when AFSCME members and/or officers are participating on a County formed team, the position of those members is not an AFSCME position as an organization. AFSCME, by participating, in no way waives its rights to grieve and/or negotiate and in all ways reserves its rights as provided under PERA.

E. EMPLOYER AND UNION RESPONSIBILITY

1. The Employer hereby reserves and retains unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vest in it by the laws and constitutions of the State of Michigan and the United States. The management of the business and administration of the Employer is vested exclusively in it and the Employer reserves to itself all management and administrative functions including but not limited to, the full and exclusive control of the content and work, the direction, supervision and the operation of the County business and of the employees of the County. This authority of management shall include, among others, the right to hire new employees, to direct the work force, to discipline, suspend or discharge non-probationary employees for just cause, to establish classifications and job requirements, to decide on functions to be performed, to lay off employees because of lack of work or the elimination of departments, to combine or split up departments, to determine starting and quitting time and shift schedules, to establish overtime hours to be worked, to establish methods for recording work hours of employees (other than by the use of time clocks at the Youth Center and Court Officers at 12th District Court), to establish standards of quality, all of which shall be subject to and be in conformity with the applications of express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters and rights which belong to and are part of the management of the business of the County. Any powers or authorities of the Employer which are not abridged, delegated or modified specifically by this Agreement are retained by the Employer.

2. No lockout of the employees shall be instituted by the Employer during the term of this Agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Union agrees that it will not cause, engage in, or authorize members to engage in any such action or interfere with the services rendered by the

County employees. This restriction shall apply to the Employer and the Union even though all steps of the Grievance and Arbitration Procedures have been exhausted and shall pertain to any dispute or difference of opinion between the Employer and the Union or between the parties and lockouts, strikes or any economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

3. The Employer shall provide to the Chapter Chairperson a list of Department Heads, Division Heads, Supervisors, and the Labor Relations personnel of the County/Courts.

F. SENIORITY

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a ninety (90) calendar day probationary period.
2. EXTENSION OF PROBATIONARY PERIOD. The probationary period may be extended once for not more than forty-five (45) calendar days upon the mutual written agreement of the Employer and employee affected. The Union shall be provided a copy of each such agreement by the Employer.
3. UNION REPRESENTATION DURING PROBATIONARY PERIOD. The Union may represent employees during the probationary period for the purpose of collectively bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged or laid-off during the probationary period shall not have recourse to the terms of this agreement except with respect to health and safety measures.
4. WAIVER OF PROBATIONARY PERIOD. The Employer may grant a probationary employee seniority status prior to the end of the probationary period. If such status is granted, the Union shall be notified in writing.
5. SENIORITY STATUS. Upon successful completion of the probationary period, or upon waiver of the probationary period by the Employer, the employee shall have seniority status.
6. SENIORITY DATE. Each employee's seniority date shall be the employee's hiring date as a temporary or regular employee in continuous full-time or part-time employment.
 - a. For employees hired on the same day seniority shall be assigned based on alphabetical order of last name on start date.
 - b. Employee numbers will be assigned based on alphabetical order of last name with employees whose last name occurs first alphabetically being assigned the lower employee number, following in sequence by alphabet with other employees hired that day.

c. Should an employee's last name change after hire no change will be made in seniority.

d. The employee with the lowest employee number shall be considered most senior for purposes of layoff or recall as well as all other seniority provisions of this collective bargaining agreement.

7. ANNIVERSARY DATE. Each employee's anniversary date shall be one year integrals from the hiring date.

8. SENIORITY LIST. The Employer shall prepare and maintain a seniority list which shall list the name, classification, and anniversary date of each employee with seniority status. The Employer shall submit the seniority list to the Union prior to July 15 and December 30 of each year. A seniority list shall be posted in each department.

9. APPLICATIONS OF SENIORITY. The Employer agrees to recognize and apply the principle of seniority as follows:

a. Courts Only. For court employees divisional seniority first applies; then departmental seniority. Refer to Article B. Definitions. Only divisional seniority (consecutive service within a division) shall apply for purposes of shift preference, paid time off preference, temporary transfers and regular day off preference for seven to fourteen (7-14) day operations. Divisional seniority shall be applied before departmental seniority for purposes of layoff and filling vacant positions.

b. Departmental Seniority. In the event of shift preferences, overtime, paid time off, transfer to a temporary vacant position, and, in seven (7) or fourteen (14) day operations, regular days off, only departmental seniority shall apply. In the event of a lay-off, recall, work assignments, and filling vacant positions, departmental seniority shall first apply.

The Employer has discretion to change the work locations and duties of the employees in the 12th District Court within the scope of the respective job descriptions. Should any change prove to be unsatisfactory to either the Employer or the employee, it shall be reviewed by the Employer with the employee, with consideration being given to the needs of both, in an attempt to accommodate all concerned.

c. Unit-Wide Seniority. There shall be no unit-wide seniority, except employees hired in Unit D from Units B or C shall retain their accrued Unit B or C seniority (length of service from last date of hire in Unit B or C) only for purposes of wage progression increases, longevity pay, pension, sick leave, paid time off, and cafeteria plan; provided, however, that Unit B or C applicants may agree in writing to waive their accrued seniority for any or all such purposes.

d. County Wide Seniority. In the event of an indefinite lay-off, county wide seniority shall apply for Health Department and County General after application of departmental and unit-side seniority.

e. Transfer Out Of Bargaining Unit. Employees transferred to a non-bargaining unit position, shall retain their accumulated departmental seniority, as defined by application of seniority, as of the date of such transfer, but shall not continue to accumulate seniority while they serve in the non-bargaining unit position.

10. SUPERSENIORITY OF UNION REPRESENTATIVES. The Chairperson of the Chapter, Secretary of the Chapter, the President, Vice-President, Secretary and Treasurer of the local shall be entitled, in the event of lay-off, notwithstanding their position on the seniority list, to be employed as long as there is a job in their department under this agreement, which they can perform either on the basis of their past qualifications, having held the position, their experience, training, and physical, educational or technical qualifications. The stewards shall be entitled to continue work if they have the necessary qualifications to perform the work, and if work is available in their department as long as work is being performed in their particular department, or other departments under their jurisdiction where other employees are working. Similarly, in the event they are laid-off, they shall be recalled to work in the event of lay-off on the first open job in the department which they can perform within their established classification.

11. LOSS OF SENIORITY. An employee shall lose his/her seniority rights for the following reasons. (All time periods set forth in sub-paragraphs (b), (c), and (d) may be waived if the employee provides a legitimate excuse acceptable to the Employer for failure to notify or report within the time required, which shall be subject to the grievance procedure.)

a. The employee quits or is discharged for cause.

b. The employee is absent for three (3) consecutive working days without good cause and without notifying the Employer and obtaining a leave of absence. The Employer will issue a termination notice in such case.

c. An employee fails to report for seven (7) calendar days after he/she is notified of the recall, by registered or certified mail, sent to the employee's last known address on record with the Employer, then in such event he/she shall be considered to have quit. Seven (7) calendar days shall commence based on the post mark of his/her notice. Notice will be given the Union in the event of the employee's failure to report within the required time.

d. The employee fails to report back within three (3) working days following the expiration of a leave of absence, vacation or holiday.

e. Falsification of reasons for leave or absence or statements on the employees application. This shall not apply to false statements made over two years ago.

f. All employees will lose their seniority if laid off for a continuous period of eighteen (18) months.

12. SENIORITY STATUS/MILITARY SERVICE. An employee actively serving in the armed forces of the United States shall not lose his/her seniority status but upon release from service under honorable conditions, he/she shall be re-employed by the Employer under the provision of the Universal Military Training and Service Act provided he/she reports for work within 90 calendar days after such release from training in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received undesirable, bad conduct, or dishonorable discharge, the Employer will review his/her case with the Union as to whether or not he/she should be re-employed, but generally such person shall not be entitled to re-employment. The Employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

G. LAYOFFS

1. TEMPORARY LAY-OFF. A temporary lay-off is a lay-off for a period of five (5) working days or less.

2. PERMANENT LAY-OFF. A permanent lay-off is a lay-off in excess of five (5) working days for an indefinite period. This term refers to a reduction in the number of employees within a given department within the bargaining unit.

3. LAY-OFF PRIORITIES. In the event of a permanent or temporary lay-off, employees will be laid off, by classification, according to seniority within the department in the following order.

- a. Co-op employees
- b. Casual employees
- c. Temporary employees
- d. Probationary employees
- e. Part-time employees
- f. Full-time employees

The Employer may continue to employ casual or temporary employees who possess the qualifications and ability to perform the job while bargaining unit employees are laid off if those casual or temporary employees are working in classifications other than those of the laid off employees. Employees on lay-off would be given the first opportunity to work as casual or temporary employees if they previously held the position and/or if they possess the qualifications and ability to perform the job.

4. LAY-OFF NOTIFICATION. In the event of a temporary or permanent lay-off,

employees shall be notified, in writing, by the Employer at least seven (7) calendar days prior to lay-off. The Union shall be given a list of such laid off employees at the same time.

5. BUMPING.

a. Employees on temporary lay-off may not exercise their seniority rights to bump.

b. In the event of a permanent lay-off, employees shall be transferred, based on their seniority in the following order provided they either held the position previously, or have the qualifications, experience, and training required to immediately fill the position.

1. Into the position of the least senior employee within the same classification.

2. Into the position of the least senior employee in another classification at the same pay level.

3. Into the position of the least senior employee in another classification at the next lower pay level.

4. Into the position of the least senior employee in another classification at any lower pay level.

This procedure shall be applied for each employee replaced by application of this procedure until the employee is transferred or laid off.

Bumping rights of Court employees are limited exclusively to the department in which the laid off individual is employed.

Court employees may not bump into County General or Health Department classifications nor may County General or Health Department employees bump into Court classifications.

The employee may elect to waive seniority rights and apply the lay-off in writing, to the Chapter Chairperson and the Director of Human Resources.

6. RECALL. When the work force is to be increased after a lay-off, employees shall be recalled according to seniority provided the employee has the qualifications and ability to perform the available work. Employees who have bumped shall be considered on lay-off for purposes of recall.

Recall rights of Court employees are limited exclusively to the department in which the laid off individual was employed.

7. EFFECT OF LAY-OFF ON FILLING VACANT POSITIONS. Vacant positions which occur during a lay-off shall be filled according to Article H. An employee who is on lay-off, has bumped or has been bumped shall be deemed to be an employee of his/her department for purposes of Article H. for a period of eighteen (18) months and shall accumulate departmental seniority in the department to which he/she bumped.

8. NOTICE OF RECALL. Notice of recall may be made by registered or certified mail to the employee's last known address. Laid-off employees shall be responsible for keeping the Employer informed of their current address.

9. FAMILY INDEPENDENCE AGENCY WORKERS. Family Independence Agency workers are not allowed to work when County employees are laid-off who are qualified to perform the work done by FIA workers.

H. VACANT POSITIONS

1. VACANT POSITIONS. A vacant position exists when a new classification is created, when the number of positions within a classification is increased, if an employee dies, quits, is rightfully discharged, or transferred.

2. TEMPORARY VACANT POSITIONS. A temporary vacant position exists when an employee is absent from his/her position for any number of consecutive two hour integrals which do not exceed ninety (90) calendar days.

3. FILLING TEMPORARY VACANT POSITIONS. The Employer may fill a temporary vacant position by transferring the senior qualified employee within the department and if none is available may be filled with a temporary employee for a period not to exceed ninety (90) calendar days.

4. FILLING VACANT POSITIONS. Vacant positions shall be filled by the most senior applicant if qualifications, ability to perform the job and matters such as experience, training, education, physical and technical qualifications required are equal.

a. Departmental Seniority. Vacant positions shall be first filled on the basis of Departmental Seniority.

b. Unit Wide Seniority. In the event that no employee from within the department applies and is qualified, the vacant position shall be filled according to Unit Wide seniority. For purposes of filling vacant positions unit seniority shall apply only to Health Department and County General.

c. Multiple Unit Seniority. When an employee transfers from one unit to another, seniority in the unit from which the employee transfers is frozen. The seniority in the prior Unit

may not be used for purposes of filling a vacant position in the prior Unit. In the event the employee is placed in a vacant position in the prior Unit, the employee is then credited with the amount of seniority that was frozen.

d. No Seniority. In the event that no employee who has seniority applies for the vacant position and is qualified, the Employer may fill the vacant position at the Employer's pleasure.

5. FILLING VACANT COURT CLERK AND SENIOR PROBATE CLERK POSITIONS.

Bids will be accepted from all Court Departments for vacant Court Clerk and Senior Probate Clerk vacancies. The Judge of the Court to which the Clerk is to be assigned shall have the discretion to determine the qualifications of the employees who bid for the position. If, in the discretion of the Judge, the applicant(s) does not have the qualifications or ability to perform the work, or in the Judge's discretion, the employee did not have the ability or did not appropriately perform the work after the employee completed a trial period, the County Clerk, with the concurrence of the Judge, may fill the position with an outside applicant. Judge's determination shall be in writing.

6. FILLING VACANT INVESTIGATOR POSITIONS IN FRIEND OF THE COURT.

Investigator/Caseworker classifications are separated into different positions with updated and separate job descriptions. Investigators shall be responsible for all investigations required by the Friend of the Court Office. The filling of vacant Investigator positions shall be at the discretion of the Friend of the Court and not subject to Union seniority rights.

7. DEPARTMENTAL VACANCIES. The Department Head may fill vacancies within the department based upon departmental seniority by posting within the department for three working days.

8. VACANT POSITION POSTING. If the Employer determines to fill the resulting position, it shall be published by being posted on all the Union bulletin boards over the signature of the Director of Human Resources or his/her authorized representative for a period of seven (7) calendar days. Hours will be indicated on part-time position postings but the Employer retains the right to indicate "flexible hours" when appropriate. Child Development Worker positions (full-time) will reflect days off. Copies of the posting will be sent to the President, Chapter Chair and Stewards.

9. APPLICATION FOR VACANT POSITION. An employee desiring to be transferred to a posted vacant position shall make written application to the person who signed the vacant position posting.

10. TRIAL PERIOD.

a. Employees who are transferred to a vacant position shall be given a period of

fourteen (14) calendar days to establish their ability to perform the work. The Trial Period may be extended up to an additional forty-five (45) calendar days upon the written mutual agreement of the Elected Official and/or Department Head and employee affected. The Union shall be provided a copy of each agreement by the Employer.

b. In the event an employee is found to be unable to perform the work required, the employee shall be returned to his/her prior position, and the Employer may transfer or employ the next eligible applicant to the vacant position without re-posting the vacant position.

c. In the event an employee feels uncomfortable (or personally feels inadequate) in his/her new position and/or work environment during the fourteen (14) calendar day Trial Period, he/she shall have the right to return to his/her previous position.

d. An employee who successfully completes the Trial Period shall be ineligible to make application for a vacant position for a period of six (6) months, unless waived by the employee's Elected Official and/or Department Head.

11. RATE OF PAY/PROMOTIONS. Employees promoted to a higher classification shall enter the wage progression of the higher classification at the level reflected by their current seniority.

12. RATE OF PAY/TRANSFERS. Employees transferred to a temporary vacant position shall be paid the rate of pay, based on their current seniority, for their current classification or the classification of the temporary vacant position, whichever is higher.

13. RATE OF PAY/NEW EMPLOYEES. If a vacant position or a temporary vacant position is filled with a new employee with prior experience, the employee may commence his/her pay progression at the eighteen (18) month step. If this is done, the Chapter Chairperson shall be notified in writing.

I. GRIEVANCE PROCEDURE

1. INTENT. It is the intent of the parties to this agreement that the procedure set forth herein shall serve as a means to peaceful settlement of disputes that may arise between the employees and the Employer as to the application, interpretation or compliance with the provision of this agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences, following all the steps of the grievance procedure.

2. DEFAULT SETTLEMENT OR GRIEVANCE. Any grievance not initiated, appealed or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented or answer last presented, and shall not be subject to further review.

3. WITHDRAWAL OF GRIEVANCE. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
4. EXTENSION OF TIME PERIODS. The parties may extend the time periods within the grievance procedure by mutual written agreement.
5. RETROACTIVE PAYMENT OF WAGES. A grievance is timely filed based upon an employee's point of knowledge or when the employee should have known about the violation.
6. POLICY GRIEVANCE. When a grievance involves more than one (1) individual, the Union shall have the right to present the grievance beginning at Step 2 with the Director of Human Resources.
7. MEETINGS CONCERNING GRIEVANCES. The Union representatives shall meet at reasonable times with representatives of the Employer to discuss and adjust unsettled grievances or other matters which shall properly come up for discussion. Meetings shall be held at mutually agreed upon times. Union members and representatives shall attend such meetings with pay.
8. ATTENDANCE BY GRIEVANT(S) AT GRIEVANCE MEETING. The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.

STEP 1.

- a. Oral Presentation of Grievance to Immediate Supervisor. An employee having a grievance shall present it, with the steward, orally to his/her immediate supervisor within seven (7) calendar days from the knowledge of its occurrence.
- b. Written Presentation of Grievance to Elected Official and/or Department Head. If the grievance is not settled orally, the steward and employee shall jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated and the remedy desired. They shall each sign the grievance and submit it to the employee's Elected Official and/or Department Head within seven (7) calendar days from the date of receipt of the Supervisor's response to the original oral grievance.
- c. Written Response to Grievance by Elected Official and/or Department Head. The Elected Official and/or Department Head shall respond to the grievance in writing within seven (7) calendar days following the date of presentation of the written grievance.

STEP 2.

- a. Written Presentation of Grievance to Human Resources Director. If the grievance is not settled at Step 1, and the Union or the employee wishes to proceed further with the grievance, they may submit a signed, written appeal to the Human Resources Director within

seven (7) calendar days from the date of receipt of the Elected Official and/or Department Head's written response. In the event the grievant is an employee of Probate, District or Circuit/Family court [excluding County Clerk employees], written presentation shall be to the Court Administrator. The Human Resources Director shall be a party to the Step 2. hearing.

b. Hearing and Written Response to Grievance by Human Resources Director. The Human Resources Director shall respond to the grievance by conducting a hearing with the Chapter Chairperson and the grievant within seven (7) calendar days following the date of presentation of the written appeal. A written response shall be made by the Human Resources Director or in the event of Probate, District, or Circuit/Family Court employees [excluding County Clerk employees], the Court Administrator to the grievant and Chapter Chairperson within seven (7) calendar days from the date of the hearing.

STEP 3.

a. Written Presentation to Ad Hoc Labor Relations Committee. If the grievance is not settled at Step 2 and the Union wishes to proceed further with the grievance, the Chapter Chairperson shall submit a signed written appeal to the Human Resources Director within fourteen (14) calendar days from the date of receipt of the Step 2 written response. In the event the grievance involves a Court employee the written appeal shall be submitted to the Chief Judge with a copy to the Director of Human Resources.

The Human Resources Director shall convene the Ad Hoc Labor Relations Committee consisting of: the County Administrator/Controller, Director of Human Resources, Elected Official and/or Department Head and where the grievant is an employee of Probate, District, or Circuit/Family Court [excluding County Clerk] the Chief Judge and/or his/her designee.

b. Meeting to Discuss Pending Grievance. At least two (2) representatives of the Labor Relations Committee and two (2) representatives of the Union shall meet at a mutually agreeable time within fourteen (14) calendar days of the date of receipt by the Ad Hoc Labor Relations Committee of the written appeal.

c. Ad Hoc Labor Relations Committee Decision. In the event that a mutual decision cannot be reached, the Ad Hoc Labor Relations Committee shall respond in writing within fourteen (14) calendar days of the meeting.

STEP 4.

a. Submission to Arbitration. If the grievance is not settled at Step 3, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.

b. Settlement of Matter Submitted to Arbitration. The Union and Employer shall

have full authority to settle any matter subject to arbitration before, during or after the matter has been submitted, and the employee will be bound thereby.

c. Notice of Intent. Notice of Intent to submit to arbitration shall be given within twenty-one (21) calendar days from the end of Step 3, together with a request for an arbitrator from the American Arbitration Association.

The request for an arbitration may be forty-five (45) calendar days if the cost to the County remains the same.

d. Selection of Arbitrator. The arbitrator shall be selected under the rules of the American Arbitration Association.

e. Decision of Arbitrator. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Employer, and the Union unless contrary to law, and may be enforced by a Circuit Court of competent jurisdiction.

f. Appeal of Arbitrator's Decision. There shall be no appeal from the arbitrator's decision unless contrary to law.

g. Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator shall be paid equally by the Union and the Employer. All other expenses shall be borne by the individual parties.

J. WORK RULES

1. WORK RULES. The Employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the County or the welfare and safety of employees and the public.

2. PRESENTATION TO UNION. The Union will be provided with work rules within sixty (60) days after both parties have ratified the contract. At least fourteen (14) calendar days prior to publication the Employer shall submit proposed work rules to the Union. In the event that the Union believes a work rule is in conflict with or modified the provisions of this Agreement, or is unjust or unreasonable or if they violated the terms of this contract, then, following the publication and establishment of such rules by the Employer, the Union may file a grievance with respect thereto commencing at Step 3 of the grievance procedure. If the Union does not grieve within fourteen (14) calendar days of the publication, the Union may not grieve with respect to the work rules unless the Employer enforces the rule through disciplinary action.

3. ENFORCEMENT OF WORK RULES. The Employer shall uniformly and consistently enforce work rules.

4. PUBLICATION OF WORK RULES. Work rules shall be published by being provided to each employee by the Employer.
5. SAFETY DEVICES. Employees shall use all safety devices as may be specified by the Employer.
6. SAFE AND HEALTHFUL WORKING CONDITIONS. The Employer agrees that it will take reasonable steps to assure safe and healthy working conditions and the Union agrees to assist the Employer in its efforts to have the employees comply with all safety, sanitary and fire regulations.

K. DISCIPLINE

1. PURPOSE OF DISCIPLINE. The purpose of disciplinary action is not to punish employees but to impress on each employee the seriousness of his/her actions and to correct the employee's behavior. Disciplinary action should be taken in a reasonable period of time after knowledge by the Employer. In the event extenuating circumstances arise that delay disciplinary action, the Employer shall notify the Union.
2. COUNSELING. Counseling is not a disciplinary action, but rather is a means by which supervisors direct and communicate with employees concerning job performance and behavior. If, during the course of counseling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counseling and proceed to a disciplinary hearing.
3. DISCIPLINARY HEARINGS.
 - a. Employees Entitled to Hearing. In all cases where disciplinary action is being contemplated, the "non-probationary" employee affected shall participate in a disciplinary hearing.
 - b. Notice of Hearing. The Department Head shall inform the employee that disciplinary action is being contemplated and shall notify the employee and the steward of the time and place of the disciplinary hearing.
 - c. Steward Present at Hearing. The respective Union steward shall attend the disciplinary hearing.
 - d. Conduct of Hearing.
 1. Disciplinary hearings shall be conducted professionally and in private so that the actions of the Department Head/Supervisor do not embarrass the employee.
 2. The employee must receive an explanation of the charges against him/her

as well as the known facts surrounding the incident.

3. The employee shall attend and may give arguments or explanations concerning the charges made if he/she so desires.

e. Notice of Disciplinary Action. As soon as possible after the hearing, the employee and the Steward shall be notified of the disciplinary action taken (if any) in writing, and his/her right to appeal.

4. FACTORS TO BE CONSIDERED WHEN DETERMINING DISCIPLINARY ACTION.

a. Generally. There are some work rule violations which are so serious that they warrant the immediate discharge of an employee. Most offenses, however, do not require immediate discharge. Where there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted the following factors will be considered.

1. The nature of the offense.
2. The employee's disciplinary and work records (the Employer shall not take into account any work rule violations incurred more than two (2) years previously).
3. The employee's length of service.
4. The County's past practice in similar or identical cases within the last three (3) years.
5. Circumstances surrounding the incident which are either mitigating or aggravating.

5. TYPES OF DISCIPLINARY ACTION.

a. Generally. Disciplinary action falls into the several categories following. The sequence of disciplinary action listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

b. Oral Warning. An informal means by which an Elected Official and/or Department Head calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. Counseling the employee is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the Elected Official and/or Department Head and included in the employee's personnel file. A copy of the written record shall be provided to the employee, the Chapter Chairperson, and the Steward.

c. Written Warning. A formal means by which an Elected Official and/or Department Head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more severe penalties are to be avoided and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward. Upon written request, the grievant shall have the opportunity to discuss the oral or written discipline with his/her Elected Official and/or Department Head or designee with the steward in attendance.

d. Suspension. This action temporarily suspends an employee from employment with the County and from being paid by the County for a definite period of time. The Director of Human Resources shall review the proposed suspension of County employees for work rule violations or unsatisfactory job performance. Suspensions carry with them the following.

1. Loss of pay for a time period specified.
2. Employees may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given a written memorandum or letter specifying the reasons for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

e. Discharge. This action permanently removes the employee from employment with the County. The Director of Human Resources shall review all recommendations for discharge. Before being discharged, the employee shall be given a written memorandum or letter specifying the reason(s) for the discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

f. Grievance Concerning Discipline. In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Chapter Chairperson and submitted to the Director of Human Resources at Step 3 of the grievance procedure within seven (7) calendar days from the date of such disciplinary action.

L. HOURS

1. FULL-TIME EMPLOYEES. All full-time employees shall be paid on a bi-weekly basis for the hours set forth below, except as the Employer may otherwise require in the event of Saturday, evening or other overtime work.

2. HOURLY EMPLOYEES. All part-time, temporary, casual or co-op employees shall be

regarded as hourly and paid on an hourly basis for the number of hours worked each two week pay period.

3. HOURS. The hours of work for full-time employees shall be eight (8) hours per day as scheduled by the Department Head.
4. DEFINITION OF A DAY. Twenty-four (24) hour consecutive period beginning with the employee's starting time on each work day.
5. DAYS. The days of work for employees shall be five (5) consecutive days per calendar week as scheduled by the Department Head.
6. NORMAL WORK DAY. The normal work day shall consist of eight (8) core hours, (8:00 a.m. to 5:00 p.m.), with a one (1) hour lunch break as scheduled by the Department Head. Employees assigned to work outside of core hours shall be determined as follows:
 - a. Employer shall provide thirty (30) day notice of change in core hours.
 - b. Employer will solicit volunteers with the most senior qualified employee(s) in the classification and program to be assigned the modified shift.
 - c. If no employee volunteers the least senior qualified employee(s) in the classification and program shall be assigned.
 - d. The employee(s) assigned the modified shift shall be assigned for a minimum of three (3) months except that the shift may be modified with thirty (30) day notice with rotation to occur at the conclusion of three (3) months to include all qualified employees in the classification and program based on seniority.

County General

Parks. Normal hours, 7:30 a.m. to 4:00 p.m. with thirty (30) minute unpaid lunch break.

Except: 1st Monday after Daylight Savings Time begins to 1st Monday after Daylight Savings Time ends 7:00 a.m. to 3:30 p.m.

2nd Monday in May (weather permitting) to Tuesday after Labor Day, Golf Course Crew 6:00 a.m. to 2:30 p.m.

7. NORMAL WORK WEEK. The normal work week shall consist of five (5) consecutive work days per seven (7) day period as scheduled by the Department Head. This section does not apply to part-time employees. The core work week consists of Monday to Friday. Employees

assigned to work outside of core work week (Saturday) shall be determined as follows:

- a. Employer shall provide thirty (30) calendar days notice of change in core work week.
- b. Employer will solicit volunteers with the most senior qualified employee(s) in the classification and program to be assigned the modified shift.
- c. If no employee volunteers the least senior qualified employee(s) in the classification and program shall be assigned.
- d. The employee(s) assigned the modified work week shall be assigned on a thirty (30) calendar day basis with rotation to occur at the conclusion of thirty (30) calendar days to include all qualified employees in the classification and program based on seniority.

8. THREE SHIFT OPERATIONS - YOUTH CENTER.

- a. Normal Work Day. The normal work day shall consist of eight (8) hours on one of three shifts. Shifts are as follows: 7:00 a.m. to 3:00 p.m., 2nd Shift - 3:00 p.m. - 11:00 p.m., and 3rd Shift - 11:00 p.m. to 7:00 a.m.
- b. Normal Work Week. The normal work week shall consist of five (5) consecutive work days per seven (7) day period as scheduled by the Department Head. This section does not apply to part-time employees.
- c. Lunch Break. Employees working on consecutive three (3) shift operations throughout an entire twenty-four (24) hour period shall be entitled to a paid thirty (30) minute lunch break during their eight hour shift. Employees shall eat free meals as prepared at the Youth Center during their eight (8) hour shift.

Health, County General and Courts:

- d. Shift Premium Entitlement. Employees commencing work between 2:00 p.m. and 5:00 a.m. the following day shall be deemed to be second or third shift and shall be entitled to shift premium pay.

9. REST PERIOD. Employees may take one 15 minute rest period before the lunch period and one 15 minute rest period after the lunch period as scheduled by the Department Head.

10. TARDINESS. Employees late in reporting for work will be docked one-tenth of an hour for each six (6) minutes or portion thereof which they are late. Employees shall be entitled to a three (3) minute grace period concerning tardiness subject to work rules. Youth Center employees may be replaced if they have not arrived at work by fifteen (15) minutes after the start

of their shift.

11. FLEX TIME. When an employee is requested, not required, to be at a County or Court function or program that is outside of his/her work hours and not a part of the employee's regular work responsibilities, flex time will be allowed at the employee's option.

Flex time will also be allowed when an employee requests to flex hours upon mutual agreement with the Department Head or designee.

Where flex time utilization creates a work day in excess of eight (8) hours, the Employer is not obligated to Article M. - Overtime Provisions.

12. RECORD OF HOURS. Employees shall indicate the hours of work each day during the two week pay period on a form provided by the Employer. Employees shall sign and date the form and submit to their supervisor for approval, except where hours are recorded on a time clock.

M. OVERTIME

1. OVERTIME. In emergencies or where the press of duties requires, the Department Head may prescribe reasonable periods of overtime work for employees to meet operational needs.

a. Employees excluded from the bargaining unit shall not be used to perform work normally assigned to the bargaining unit employees to prevent the payment of overtime.

b. Supervisors or working foremen shall not be used to perform work normally assigned to bargaining unit employees to prevent the payment of overtime.

c. When overtime is offered to bargaining unit members in the Parks and they decline, temporary employees may work overtime.

2. OVERTIME DEFINITION. Hours worked in excess of eight (8) hours in any one day, or in excess of forty (40) hours per week. Day means the twenty-four (24) hour period beginning with the employee's starting time each work day. Week means a fixed and regularly recurring period of 168 hours - seven consecutive twenty-four (24) hour periods. Overtime in excess of forty (40) hours per week will not be paid when overtime occurs at the start of a regularly scheduled shift rotation period.

3. OVERTIME AUTHORIZATION. Overtime shall be assigned based on seniority and classification within the department. The Department Head shall attempt to equalize overtime. In the event that overtime is declined, employees shall be required to perform the work by seniority on a rotating schedule beginning with the least senior employee.

County General:

Parks Department overtime will be assigned based upon seniority within the sub-department.

- a. Golf Course
- b. Parks
- c. Falls
- d. Maintenance Shop/Mechanic

Courts:

Youth Center. Overtime in the Child Development Worker and Cook classifications shall be offered on a rotating basis to the full-time employees in the classification.

An employee who accepts four (4) or more hours of overtime will be placed on the bottom of the rotation list.

4. OVERTIME COMPENSATION. Employees shall be compensated for overtime payment at wages of time and one-half, (1 ½) of the employees' regular rate of pay for the period of overtime worked. Employees shall normally be entitled to compensation of payment of wages unless notified in advance that compensatory time may be allowed by mutual agreement of the department head and employee. Compensatory time to be used within a month period. The record of compensatory time is to be kept by the respective department.

5. LEAVE TIME AFFECTING OVERTIME. No leave time shall be counted as hours worked in determining daily overtime, but paid leave time shall count as hours worked in determining pay period overtime.

6. OVERTIME/PROBATIONARY EMPLOYEES. Probationary employees shall not work overtime when seniority employees are available.

7. NOTIFICATION OF UNION. The Union shall be notified at the end of each calendar quarter of overtime hours worked by department.

8. SEVENTH CONSECUTIVE DAY. Time and one-half (1 ½) shall be paid for the seventh consecutive day of work. This is not applicable to scheduled shift rotations.

N. WAGES

1. WAGES. Implementation of the Wage and Classification Study as prepared by O. William Rye and Associates with a three (3) year phase (in 1998, 1999, 2000). Funding for 1999 and 2000 to come from productivity savings and/or special ideas for revenue enhancement.

2. 1998 2% Cost of Living*

3. 1999 2% Cost of Living*

4. 2000 2% Cost of Living*

*2% Cost of Living for 1998, 1999 and 2000 except for those classifications determined to be red circled by the Wage and Classification Study shall have a cost of living adjustment paid as follows:

Those classifications which exceed the recommended Jackson County Maximums receive the cost of living as a gross rate adjustment made in twenty-six (26) equal installments not compounded on the current annualized wage.

Through attrition new hires will be placed at the rates designated by the Study.

5. LONGEVITY PAYMENT. Employees shall be paid a longevity payment in a lump sum on the first payday in December of 1998, 1999 and 2000 as follows.

<u>Completion of:</u>	<u>Percent of Annual Pay</u>
5 to 9 years of service	2%
10 to 14 years of service	3%
15 or more years of service	4%

For the purposes of this section, annual pay means actual hours paid from January 1 through November 30 plus projected hours for December. Necessary adjustments will be made in January.

The longevity payment shall be determined by the length of service occurring between December 1 and November 30 of each year. In order to be eligible for any longevity payment, the employee must be on the payroll on November 30. Employees who retire during the current year and are not on the payroll on November 30 will be paid a prorated longevity payment based upon hours paid during the current calendar year.

Employees hired after January 1, 1999 shall not be eligible for longevity.

5. SHIFT PREMIUM. The shift premium for bargaining unit personnel working on the second and third shifts shall be \$.40 per hour.

6. EARLY REPORTING. Hourly rated employees called in ahead of their regular shift or called in following the end of their regular shift shall be entitled to either two (2) hours reporting or one and one-half times his/her regular rate for the time actually worked, whichever is more.

7. EARLY REPORTING AND CALL-IN. Hourly rated employees reporting for duty at the

Employer's request for work which is outside of and not contiguous with the employee's regular work period shall be guaranteed at least four (4) hours pay at his/ her hourly rate of pay or one and one-half times his/her regular rate for the time actually worked, whichever is more, except a Youth Center employee reporting for in-service training shall only be paid for the actual time spent at such training. There shall not be more than a total of four (4) hours paid in a four (4) hour time period nor more than eight (8) hours paid in an eight (8) hour time period on the basis provided herein.

8. WAGE RATE/FILL-INS. In the event that an employee's normal job duties require that employee to fill-in for another employee during lunch breaks and/or rest periods, the employee filling in shall be paid at his/her current rate of pay.

9. WAGE RATE/NEW CLASSIFICATIONS. In the event that new classifications are created, or the work involved in a present classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

a. Union Notification. The Employer shall notify the Union in writing whenever new classifications are created or the work involved in a present classification is substantially modified and propose a pay rate for the classification.

b. Union Response. If the Union does not respond to the Notice of New Classification and Rate within a period of fourteen (14) calendar days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the Employer.

c. Submission to Grievance Procedure. If the Union and Employer cannot agree on the pay rate through negotiations, the matter may be submitted to Step 3 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be established by the Employer.

10. PAGER. Employees requested by the Employer to carry a pager after scheduled shifts and/or on weekends will be paid one hour at time and one-half per day.

11. PAYDAY. The regular payday for all employees shall be every other Friday. Employees working on second or third shifts shall receive their paychecks at the end of their shift on Thursday at 8:00 p.m. for second shift, or Friday, if they are regularly scheduled for such shifts and are working the same.

12. WAGE SHORTAGE. If there is a shortage in gross pay of more than ten (\$10) dollars, it shall be corrected by the Employer no less than the following Wednesday. If there is a shortage in gross pay of ten (\$10) dollars or less, it shall be corrected in the next paycheck.

13. WAGE OVERPAYMENTS. If there is an overpayment of gross wages it shall be

corrected in the next paycheck.

O. INSURANCE

Cafeteria Plan benefits, as reflected on Attachment A, are available to full-time employees who have attained seniority status.

1. HOSPITAL AND MEDICAL COVERAGE. The Employer may change carriers after consulting with the Union provided that the coverage under the new carrier's policy will be exactly the same or better than the coverage under the Blue Cross/Blue Shield Plan.

Employees hired after January 1, 1993 will pay the following amounts each pay period of the Health and Medical Coverage Premiums.

One person coverage:	\$11.65
Two person coverage:	\$24.20
Family coverage:	\$26.40

2. RETIREE HEALTH. Effective 1/1/2000 hospital and medical coverage provided by the Employer will continue for employees retiring from County service with fifteen (15) or more years of service with Jackson County, excluding service credit attributable to another municipal Employer. Employees may purchase coverage for their eligible dependents based upon illustrative rates as determined by the Third Party Administrator on a year to year basis. Coverage for employees retiring with less than fifteen (15) years of Jackson County Service will be funded by the County as follows:

Fourteen (14) years	95%
Thirteen (13) years	90%
Twelve (12) years	85%
Eleven (11) years	80%
Ten (10) years	75%

Employees must have fifteen (15) or more years of service attributable to Jackson County to receive Employer funded spousal coverage.

Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits.

Employees who are full-time at the time of ratification and who have eight (8) or more years of service as of 12/31/99 will be grandfathered under 1/95 - 12/97 contract provisions.

3. LIFE INSURANCE/RETIREES. The Employer agrees to pay the full premium for

\$15,000 of group term life insurance for full-time employees who retire from Jackson County.

4. PART-TIME EMPLOYEES. Part-time employees may choose options as provided in the Cafeteria Plan for part-time employees at their own expense. Part-time Court/County Clerk employees employed upon ratification to be grandfathered and 50% of the cost of health care coverage to be paid by the Employer.

P. PENSION

1. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM. As a condition of employment, all employees shall be members of the Jackson County Employee's Retirement System.

2. WINDOW PERIODS.

1999, age 55 with ten (10) years service during May, June, November, December.

2000, age 55 with ten (10) years service during May, June, November, December.

3. REPORT. A financial report pertaining to the retirement system will be presented to each employee each year which shall include the annual contribution rate of the Employer and employee.

Q. LEAVE OF ABSENCE

1. EMPLOYEES ENTITLED TO LEAVE OF ABSENCE. To be entitled to a leave of absence, employees must have seniority status.
2. LEAVES OF ABSENCE WITH PAY. A Department Head may authorize time off with pay for employees in order to permit them to attend school, or in any other approved manner, devote themselves to systematic improvement of the knowledge and skills required in the performance of their work. Leaves of absence with pay, in excess of three (3) days, must have the prior approval of the Department Head and the Administrator/Controller.
3. LEAVES OF ABSENCE WITHOUT PAY.
 - a. Authorization. A Department Head may authorize a leave of absence without pay for a period not to exceed fourteen (14) calendar days upon receipt of a written request from an employee stating the reason for such leave. If such leave exceeds such period, it shall require the approval of the Administrator/Controller. An unpaid leave shall be granted only when an employee has exhausted paid time off including banked sick leave. Employees on official Union business may take time off without pay and will not be required to utilize paid time off.

b. Duration. A leave of absence without pay shall not exceed one (1) year, but may be extended by the Employer.

c. Seniority. Seniority shall continue to accrue during a leave of absence without pay except that only the first six (6) months of such leave shall count towards eligibility for annual leave or wage progressions.

d. Health and Life Insurance. Employees with at least one (1) year seniority, on a leave of absence for illness without pay, shall have their health insurance paid by the Employer for three (3) months and life insurance for three (3) months. After the expiration of the above periods, the employees may continue health and life insurance coverage by making payments therefore. Employees on a leave of absence without pay for reasons other than illness may continue group health and life insurance benefits by making payments therefore.

e. Accrual of Benefits. No paid time off shall accrue while on leave of absence without pay.

4. RETURN TO FORMER POSITION. An employee returning from a leave of absence of sixty (60) working days or less shall be returned to the position and classification held prior to leaving. If the leave exceeds sixty (60) working days, the employee shall be entitled to return to work where available if less senior employees in the classification within the unit are working.

5. NOTICE OF RETURN TO WORK. Employees returning to work from indefinite leaves of absence shall give their supervisor at least seven (7) calendar days notice prior to returning to work.

6. GAINFUL EMPLOYMENT. No employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

R. BANKED SICK LEAVE

From September 1, 1995 forward employees shall not earn or accrue sick leave. For those employees with banked sick leave the following shall apply.

1. AUTHORIZATION. Any utilization of banked sick leave by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing banked sick leave.

2. UTILIZATION. Banked sick leave may be used by an employee for any of the following reasons.

a. In the event of illness, injury, temporary disability or exposure to contagious

disease endangering others.

b. For illness, injury or temporary disability in the immediate family which necessitates absence from work.

c. While drawing Worker's Compensation, short- or long-term disability an employee may elect to draw upon banked sick leave in an amount which, when added to his/her workers' compensation or short- or long-term disability payment, will not exceed his/her regular take-home pay at the time of injury.

d. Extension of funeral leave.

e. For appointments with a doctor, dentist or other recognized practitioner.

f. Absence due to funerals for persons not covered in the Funeral Leave provision.

g. Including disability due to pregnancy or childbirth.

3. NOTIFICATION OF EMPLOYER. An employee on banked sick leave shall inform his/her supervisor of the fact and reason thereof as soon as possible. Failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence.

County General:

Parks Department employees must notify the supervisor within fifteen (15) minutes past start of shift or face denial of banked sick leave with pay.

Court:

Youth Center employees are required to provide two (2) hour notice prior to the commencement of their shift.

4. SICK LEAVE IN EXCESS OF THREE DAYS. The Employer may require a written statement by a physician certifying the employee's condition prevented him/her from performing the duties of their position prior to granting banked sick leave in excess of three (3) consecutive working days for reasons of illness or injury.

5. ABSENCE FOR FRACTION OF A DAY. Employees absent on sick leave for a fraction or part of a day shall be charged for sick leave at integrals of not less than one (1) hour.

6. SICK LEAVE/PART-TIME EMPLOYEES. Part-time employees will be entitled to utilize proportionate banked sick leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the sick leave is utilized.

7. PAYMENT UPON SEPARATION FROM SERVICE. Upon separation from service, the employee shall receive payment for one-half (½) of accumulated unused sick leave not to exceed one-half (½) of 960 hours at the current rate of pay at the time of separation.

S. FUNERAL LEAVE

1. EMPLOYEES ENTITLED TO PAID FUNERAL LEAVE. To be entitled to paid funeral leave, employees must have seniority status.
2. NOTIFICATION OF EMPLOYER. An employee on funeral leave shall inform his/her supervisor of the fact and reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of funeral leave with pay for the period of absence.
3. UTILIZATION.
 - a. Death in Immediate Family. In the event of a death in the immediate family (as defined in B. Definitions, Section 4. Immediate Family) of an employee, the employee shall be granted up to three (3) work days funeral leave. The leave shall not exceed more than two (2) work days beyond the day of the funeral.
 - b. Death of Brother-in-Law or Sister-in-Law. In the event of the death of an employee's brother-in-law or sister-in-law the employee shall be granted one (1) day funeral leave on the work day on which the funeral is held.
 - c. Death of Other Persons. In the event of the death of a person not in the employee's immediate family, and not the employee's brother-in-law or sister-in-law, the employee may utilize up to one (1) paid time off or sick day to attend the funeral.
4. EXTENSION OF FUNERAL LEAVE. In the event of a death in the immediate family, the employee may utilize paid time off or sick leave to extend the funeral leave period upon notification of and authorization by the Employer.
5. FUNERAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to proportionate funeral leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the funeral leave is utilized.

T. PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off, employees must have seniority status.
2. PAID TIME OFF. Employees shall earn and be credited annually with paid time off on

their anniversary date based on the following schedule.

1999

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
After probation to 1 year of service	5.5	0
1 to 6 years of service	23.5	10
7 to 11 years of service	28.5	15
12 to 15 years of service	33.5	20
16 or more years of service	38.5	25

2000

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
After probation to 1 year of service	5.5	0
1 to 6 years of service	22.5	10
7 to 11 years of service	27.5	15
12 to 15 years of service	32.5	20
16 or more years of service	37.5	25

At the time of termination a maximum of eighty (80) available PTO hours may be utilized to satisfy the notification period.

3. ACCUMULATION OF PAID TIME OFF. Paid time off must be utilized within one (1) year after the employee's anniversary date, except that a maximum number of days may be carried over to the next year on any anniversary date as reflected in Section 2. Paid time off granted for Saturday holidays may be carried over to the next year and are in addition to the leave days which may be carried over per Section 2. above.

Bank 4 days in 1999 and 5 days in 2000 to be used as follows:

- a. To supplement injury or illness that meets the short-term disability eligibility requirements; adoption or illness of a spouse or child which medically/legally necessitates a minimum of two (2) weeks off.
- b. To be utilized only in the event PTO and banked sick leave have been exhausted;
- c. Banked time may be utilized to meet the eight (8) day eligibility requirement or to supplement the differential between short-term disability and an employees regular take home pay at the time of injury or illness;
- d. Accumulation capped at nine (9) days;

e. No payoff on termination.

4. REQUEST FOR PAID TIME OFF IN EXCESS OF EIGHT HOURS. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority. If time off is not granted, the employee may appeal to the County Administrator and Human Resources Director.

Court

If time off is not granted, the employee may appeal to the Chief Judge who will confer with the County Administrator and Human Resources Director.

5. REQUEST FOR EIGHT HOURS OR LESS. Paid time off may be used in integrals of not less than one (1) hour. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. The Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority. If time off is not granted, the employee may appeal to the County Administrator and Human Resources Director or, in the event of a Court employee, to the Chief Judge. One hour integrals do not apply to Youth Center employees where paid time off may be used in four (4) hour integrals at the discretion of the Department Head.

An employee in the Parks Department shall notify his/her supervisor in writing at least twenty-four (24) hours prior to utilizing paid time off. If notification is less than twenty-four (24) hours, then it has to be an emergency.

6. REQUEST FOR EIGHT HOURS OR LESS FOR PERSONAL OR FAMILY ILLNESS. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave whether charged against paid time off or banked sick leave. Youth Center employees are required to provide two (2) hour notice prior to the commencement of their shift.

Parks Department employees must notify their supervisor within fifteen (15) minutes past start of shift or paid time off payment may be denied.

7. RATE OF PAY. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.

8. PAID TIME OFF/PART-TIME EMPLOYEES. Part-time employees shall be entitled to proportionate personal leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the paid time off is utilized.

9. PAID TIME OFF ON A HOLIDAY. Paid time off shall not be utilized on Holidays.
10. REQUEST FOR PAYMENT IN LIEU OF PAID TIME OFF. Employees may request in writing to their Department Head, payment in lieu of taking paid time off. The Personnel and Finance Committee may grant the request or direct the employee to take paid time off.

If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

11. NO ADVANCE CREDIT. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.
12. ADVANCE PAID TIME OFF. If a regular payday occurs during an employee's paid time off that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the paid time off occurs prior to going on paid time off by requesting, in writing, to their Department Head, advance paid time off pay at least two (2) weeks before the scheduled paid time off.
13. PAYMENT UPON SEPARATION. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.

U. JURY DUTY AND COURT LEAVE

1. JURY DUTY.
- a. Notification of Department Head. An employee receiving a jury duty summons shall notify his/her Department Head as soon as possible.
- b. Time-Off With Pay. An employee serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received less mileage. An employee shall return to work daily when released from jury duty.
- c. Time-Off With Pay/Three Shift Operations. An employee serving on jury duty within the eight (8) hour period immediately before the beginning of his/her shift, upon request, may have time off work equal to the time spent in court during the eight (8) hour period.

An employee required to report for jury duty following the completion of a shift which ends after midnight, will not be required to report to work proceeding reporting to jury duty.

Such employees shall receive time off with pay provided the employee reimburses the Employer the jury pay, less mileage.

d. Use of Leave. An employee may utilize accumulated paid time off during the period he/she serves on jury duty and retain the jury pay received.

2. WITNESS IN COURT. An employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty. Employees subpoenaed to appear in court as a witness as a direct result of work performed for a second Employer shall not receive time off with pay from Jackson County.

3. OTHER COURT APPEARANCES. An employee appearing in court as plaintiff or defendant, or if the employee serves to profit from civil litigation, shall cover his/her absence with accumulated paid time off or time off without pay.

V. MILITARY LEAVE

1. REGULAR MILITARY LEAVE. Any employee with seniority status who enters the military service in the armed forces of the United States of America shall be entitled to military leave of absence without pay for the period of time required to fulfill their military obligations.

2. TEMPORARY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a temporary military leave of absence, when ordered to attend active duty training, and shall be entitled to pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from scheduled County employment, provided proof of military service and pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment in any calendar year.

a. Duty in Excess of Two Weeks. If active duty training exceeds two (2) weeks in any calendar year, the employee shall be entitled to military leave of absence without pay.

b. Holiday Occurring During Temporary Military Leave. An employee shall be entitled to holiday pay for a paid holiday which occurs or is observed during a temporary military leave. Military pay earned on a holiday shall not be considered in determining the employee's salary for the holiday.

3. EMERGENCY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America and is ordered to perform state emergency duty, by compulsory call of the Governor or the President shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from County employment, provided proof of military service pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment.

W. HOLIDAYS

1. EMPLOYEES ENTITLED TO HOLIDAY PAY. To be entitled to holiday pay, employees must have seniority status and must have been regularly working prior to and following the holiday, or have been laid-off during the week in which the holiday occurs.
2. PAID HOLIDAYS. All employees shall be entitled to a paid holiday, based on their current rate of pay and regular work day, on the following days.

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Years Eve - 1999 Only	December 31

3. HOLIDAY OCCURRING ON PAYDAY. If a paid holiday occurs on pay day, employees shall receive their paycheck prior to the holiday.
4. HOLIDAY OCCURRING ON SATURDAY, SUNDAY OR REGULARLY SCHEDULED WORK DAY.
 - a. Employees Regularly Scheduled Monday Through Friday.
 1. When a paid holiday occurs on Saturday, one (1) additional day of paid time off shall be granted in lieu of observing the holiday on the preceding Friday.
 2. When a holiday occurs on Sunday, the holiday will be observed on the following Monday.
 3. When such an employee is required to work on a paid holiday, the employee shall receive holiday pay plus time and one-half (1½) for the hours actually worked on the holiday.
 - b. Employees Regularly Scheduled to Work on Holidays by Reasons of a Seven or Fourteen Day Schedule.
 1. When such an employee works on a paid holiday, the employee shall receive holiday pay plus time and one-half (1½) for the hours actually worked on the holiday. For example, if an employee works eight (8) hours, the employee shall receive eight (8) hours of holiday pay plus twelve (12) hours pay.

2. Paid holidays occurring on an employee's regular day off shall be compensated at eight (8) hours pay.

5. FAILURE TO REPORT FOR HOLIDAY WORK ASSIGNMENTS. Employees who have accepted holiday work assignments and fail to report for work without just cause shall not receive pay for the holiday.

6. HOLIDAY OCCURRING WHILE ON PAID LEAVE. Employees on paid leave when a paid holiday occurs shall receive holiday pay and shall not be charged banked sick leave or paid time off.

7. HOLIDAY PAY/PART-TIME EMPLOYEES. Part-time employees shall be entitled to pro-rated holiday pay based upon the number of scheduled hours computed to eight (8) hours times the number of work days in the pay period during which the holiday occurs.

8. ADDITIONAL PAID HOLIDAYS. In the event that the Employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.

X. GENERAL PROVISIONS

1. BULLETIN BOARD.

a. Portions of a bulletin board in each building where employees report to work shall be made available to the Union for its notices.

b. Notices shall be restricted to the following types.

1. Notices of Union social or recreational events.
2. Notices of Union elections and results.
3. Notices of Union meetings.
4. Notices of Union educational classes, conferences or conventions.

c. The name and number of the Local shall be put on the board by the Employer.

2. LOUNGE. The Employer shall provide an employee lounge and eating area.

3. PARKING. The Employer agrees to provide free parking for employees when available.

4. UNIFORMS.

County General:

The Employer shall provide uniforms for bargaining unit employees assigned to the Airport and

coveralls for the Park's Mechanic. The Employer shall provide identification badges for employees of the Parks Department and coveralls shall be made available for employees of the Parks Department when painting.

Adequate protective clothing will be provided to Park's employees for flooding the pond and cleaning lagoon silt gates.

The County will provide coveralls for maintenance employees when they are painting or going into manholes. Also, some form of identification for Maintenance and Equalization Department employees - ID cards with pictures. Replacement cost borne by employee if card is lost.

5. CLOTHING. (Court Employees Only) Employee's personal clothing damaged during the performance of their regular job, excluding normal wear and tear, shall be replaced by the Employer in an amount of up to \$100 per year.

6. TOOL ALLOWANCE (AIRPORT).

County General:

The Employer shall provide insurance against theft of tools owned by employees, provided that the employee has complied with the security regulations for the proper use and storage. The Employer shall replace employee's tools which are broken while being used on repairs on Airport equipment.

7. PHYSICAL EXAMS. The Employer shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of sick leave or paid time off for illness in excess of three (3) days which shall be the employee's responsibility.

Whenever T.B. tests require a chest x-ray, the Employer shall pay for such test and also allow the employee to take time off with pay to have these tests performed.

8. MILEAGE.

a. Mileage Rate. The Employer shall pay employees, required to use their personal vehicles for County business, the rate established by the Board of Commissioners. Requests for mileage reimbursement will be submitted in writing by the employee.

b. Mileage Calculations. For work day trips, mileage shall be computed on the basis of home to call or office to call, whichever is lesser. For weekend trips mileage shall be computed on the basis of home to call.

c. Mileage Payment. Mileage payment shall be made by check issued on or before the 15th of each month following submission of the request and conditioned upon approval by

the Department Head.

d. Employer Provided Vehicles. When available, employees shall use a County vehicle.

9. CREATION OR MODIFICATION OF POSITIONS. In the event new positions are created or current positions are substantially modified, the Employer shall notify the Union in writing and the rate of pay shall be negotiated between the Employer and the Union. If agreement cannot be reached then the matter shall proceed to arbitration under the provisions of Step 4.

10. SUBCONTRACTING. The Employer shall not subcontract work normally performed by the Union while employees are laid off or working reduced hours. The Employer may subcontract work for which it does not have adequate equipment or facilities.

11. WORK RESTRICTIONS SUPERVISORS. Supervisors may not perform work normally performed by bargaining unit employees unless such work is performed as a regular part of the position. The work restrictions will not apply during periods of instruction, demonstration, testing or emergencies when regular employees are unavailable to contact or are voluntarily absent.

12. EXTENT OF AGREEMENT. This agreement contains all of the agreements and understandings of the parties as it relates to wages, hours and working conditions. The Employer and Union voluntarily and unequivocally waive the right and agree that neither shall be obligated to bargain with respect to any subject matter not referred to or covered in this agreement.

13. CLASSIFICATION DESCRIPTIONS. The Employer shall provide the Chapter Chairperson and employees with a classification description of their jobs.

14. SEMINARS AND/OR SCHOOLING PERTAINING TO WORK. Employees required to attend seminars and/or schooling pertaining to work shall be provided with a vehicle, if possible, and expenses.

15. MANAGEMENT DEVELOPMENT PROGRAM POLICY. Tuition and text book costs will be reimbursed to employees for classes and/or training that will enhance knowledge or skills for their position and, in some instances, assist in meeting qualifications for other County government positions.

Each request for receiving reimbursement must be documented on a standardized form with reimbursement to be authorized as follows.

Employees are to obtain prior approval of their Department Head and the Human Resources Director. Notification is to be provided to the County Administrator/

Controller.

All reimbursements are subject to availability of budget dollars, completion of the class and/or training with a grade of "B" or better. Fifty percent (50%) of the cost of tuition and text books will be reimbursed if the employee receives a "C".

Nothing in this policy commits reimbursement beyond approved classes and/or training. All requests will be evaluated on a case by case basis. Both parties agree this tuition reimbursement provision is at the sole discretion of the Employer and is not subject to the grievance procedure.

AFSCME employees wishing to participate in the Management Development Policy shall make application during the annual budget process.

16. PAST PRACTICE. All past practices which do not conform to provisions of this agreement are hereby abolished.
17. COST OF PRINTING CONTRACT. The cost of printing this contract shall be equally paid by the Employer and the Union.
18. MANAGERIAL BREAKDOWN. The Union will be provided with a departmental managerial breakdown of Department Heads and Supervisors.
19. INVALID SENTENCE, CLAUSE, PROVISION. In the event any sentence, clause or provision of this agreement shall be held for any reason to be inoperative, void, or invalid the remaining portions of this Agreement shall not be affected thereby.
20. HEADINGS. The headings used in this Agreement and exhibits attached hereto neither add nor subtract from the meaning thereof, but are for reference purposes only.
21. AMENDMENTS REQUIRED BY LAW OR REGULATIONS. In the event the parties cannot agree on modifications or amendments required by law or regulations, the matter may be submitted to arbitration at Step 4 of the grievance procedure.
22. LETTERS OF UNDERSTANDING. The Letters of Understanding on the following pages are included as part of this collective bargaining agreement.
23. RESIDENCY POLICY. All persons hired by the County of Jackson will be required to become residents of the County within six (6) months from the first day of employment.

In the event of extenuating circumstances, the situation will be reviewed by the Personnel and Finance Committee.

This provision shall become null and void if the County should adopt a general policy on non-

residency.

24. AMERICANS WITH DISABILITIES ACT. The parties recognize and follow the provisions of the Americans with Disabilities Act and the relevant Michigan Law. The parties agree to modify this contract to accommodate an employee with a disability on a case by case basis. Any modifications must be by mutual agreement of the parties and shall effect only one employee.

25. FAMILY AND MEDICAL LEAVE ACT. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave paid or unpaid, provided in this Agreement.

A. Leave Entitlement. Jackson County employees who have been employed for a minimum of twelve (12) months in a permanent full- or part-time position shall be entitled to twelve (12) or more weeks of unpaid family or medical leave for the following reasons.

1. Birth of a child;
2. Placement of a child for foster parenting or adoption of a child;
3. Serious health condition of a spouse, child or parent necessitating care of that individual by the employee; or
4. Serious health condition of an employee which makes the employee unable to perform their job functions.

B. Authorization. Employees requesting Family or Medical Leave shall complete an Application for Family or Medical Leave. The application must be accompanied by a Certification of Physician or Practitioner. Forms may be obtained by contacting the Human Resources Department.

Completed applications and medical certifications shall be forwarded to the Human Resources Department for processing. An employee's Department Head may authorize unpaid family or medical leave for up to ten (10) working days. Final approval for unpaid leaves in excess of ten (10) working days must be granted by the Administrator/Controller.

C. Sick Bank/Paid Time Off. Prior to commencing an unpaid leave of absence employees shall have exhausted all available sick leave and paid time off.

D. Fringe Benefits. Cafeteria plan benefits shall be continued for three (3) months for employees with at least one (1) year of seniority who are on an approved, unpaid family or medical leave.

Employees shall continue to accrue service credit in the retirement system for a maximum of three (3) months while on an approved, unpaid family or medical leave.

If an unpaid leave extends beyond three (3) months employees will be provided information for continued benefits under COBRA provisions.

E. Seniority. Seniority for purposes of annual leave eligibility or wage progressions shall continue to accrue during an approved, unpaid family or medical leave for a maximum of six (6) months.

F. Second Opinion. The Employer reserves the right to require, at the Employer's expense, a second opinion from another health care provider concerning any of the information furnished on the employee's original medical certification. If the second opinion differs from the original certification a third examination may be obtained, at the Employer's expense, by a health care provider jointly approved by the Employer and employee. The opinion of the third provider shall be final and binding on both the Employer and the employee.

G. Return to Former Position. Employees returning from an approved, unpaid family or medical leave of absence of three (3) months or less shall be returned to their former position.

H. Medical Release to Return to Work. Employees on a leave of absence for a serious health condition which makes the employee unable to perform their job functions shall provide the Human Resources Department with a medical release to return to work. Employees on leave of absence for the serious health condition of a spouse, child or parent, if that individual has an illness which may be contagious, may also be required to provide the Human Resources Department with a medical release to return to work.

26. TYPING TESTS. One test per year will be paid for by the Employer at an institution which conducts typing tests.

27. STATE CERTIFICATIONS. The Employer will notify the employees each year of State licensing needs. The Employer will pay for certifications required by the job description.

28. DRUG TESTING. Adoption of policy and procedures regarding drug testing.

29. UPGRADES. Upgrade requests will no longer be part of the negotiations process. AFSCME may present upgrade requests effective with the annual budget process.

Y. DURATION

1. This agreement shall be effective January 1, 1998 and shall remain in effect until December 31, 2000. This agreement shall become open for negotiations 120 days prior to the expiration of the agreement. Either party may terminate on December 31, 2000 by giving notice to the other party within 15 days immediately following 120 days prior to the expiration of this agreement. In lieu of a termination notice, either party may request amendment to the agreement, and the other party may have an additional ten (10) days to determine whether it

desires to terminate or amend the agreement. In the event amendment notices are given, all provisions of this agreement shall remain in full force and effect until settlement is reached on the proposed amendments, provided however that either party may terminate this agreement during the period of negotiations subsequent to December 31, 2000 by giving 30 day notice of termination.

2. Notices to the Union shall be made in writing and shall be addressed to the Chapter Chairperson at such place as he/she shall notify the employer.

3. Notices to the employer shall be made in writing and shall be addressed to the Chairperson of the Personnel and Finance Committee and to the Human Resources Director, 120 W. Michigan Avenue, Jackson, Michigan 49201.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on this
19th day of January, 1999.

CHAPTER OF LOCAL NO. 2098
HEALTH, COUNTY GENERAL, COURTS,
AFFILIATED WITH MICHIGAN COUNCIL
NO. 25:

JACKSON COUNTY:

Judith M. Henry
Curtis R. Hubbard
Robert B. Howe

Betty J. McForest
Kenneth Beardlee

ELECTED OFFICIALS:

H. Zavislak
Henry Zavislak, Sheriff
Janet Rochefort
Janet Rochefort, Treasurer

Geoffrey Snyder
Geoffrey Snyder, Drain Commissioner
Chad C. Schmucker
Chad C. Schmucker, Chief Circuit Judge
Susan E. Vandercook
Susan E. Vandercook, Chief Juvenile/Probate Judge

John G. McBain
John G. McBain, Prosecuting Attorney
Melinda Reilly
Melinda Reilly, Register of Deeds
Sandra A. Crowley
Sandra Crowley, County Clerk
Charles Falahee, Jr.
Charles Falahee, Jr., Chief District Judge

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO:

Cheryl McCreary

AFSCME JOB TITLES

Grade 1

Vacant

Grade 2

Food Transporter
Homemaker Aide
Stockperson/Custodian
Nutrition Site Leader
File Clerk - D.C./FOC
Facilities Service Worker

Grade 3

Maintenance Worker I
Cook - DOA, YC
Clerk - County Guardian, County Garage
Home Del. Meals Clerk
Clerk/Typist - FOC
Receptionist - FOC
Telecommunications Operator
Animal Shelter Attendant

Grade 4

Maternal/Infant Hlth Advocate
Laboratory Assistant
Clerk/Cashier - Animal Control
Clerk - Payroll/Acct.
Data Entry Clerk - Equal.
Account Clerk/Receptionist - DOA
Secretary I - Health Dept.
Transcript/Payroll Clerk - Sheriff
Imaging/Data Entry Clerk - ROD
Receptionist/Secretary - Veterans
Secretary - MSU Ext.

Grade 5

Accounts Payable Clerk
Accounts Receivable Clerk
Maintenance Worker II
Secretary/Recept. - Juv. Ct.
Facilities Serv. Coordinator

Program Assistant - Health Dept.
Secretary - DOA, YC
Property Desc. Clerk
Secretary II - Health Dept.
Print Shop Operator
Technician - Hearing/Vision
Bailiff - Circuit Ct.
Records Clerk - Sheriff
Deputy County Clerk
Dep. District Ct. Clerk
Acct. Clerk - DOA, Treasurer, Health, Juv. Ct.
Airport Worker
Deputy Probate Register - Probate Ct.
Deputy County Clerk/Court Clerk

Grade 6

Legal Secretary
Secretary - Juv. Ct., Facilities
Maintenance Worker - Parks
Data Processing Clerk - FOC
Court Officer - Dist. Ct.

Grade 7

Airport Mechanic
Maintenance III - Facilities
Mechanic - Parks
Sr. Acct. Clk/Office Coord - Health Dept.

Grade 8

Animal Control Officer
Groundskeeper
Maintenance Tech. - Sheriff
Youth Development Worker
Restit & Pre-Chg. Div Coord.

Grade 9

Bailiff/Research Clerk - Cir. Ct.
Cascades Falls Technician
Mechanic II - Garage
Mechanic Technician - Garage
Facilities Maintenance Tech.
Real & Pers Property Appraiser
Collections Officer - Dist. Ct.
GIS Technician - Equal.

Grade 10

Corrections Officer
Enforcement Officer - FOC
Investigator - Pros. Office

Grade 11

Sanitarian I
Clinic Nurse
Caseworker - FOC

Grade 12

Sanitarian II
Field Nurse
Investigator - FOC
Corrections Corporal
Probation Officer - Dist. Ct.
Laboratory Coordinator

Grade 13

Sanitarian Coordinator

03/12/99:HR:cls

JACKSON COUNTY
1998 PAY GRADE
NEW HIRES ONLY

GRADE	Hire Rate	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
1	YEARLY	14,517	15,626	16,820	17,450	18,105
	BI-WEEK	558.35	601.02	646.92	671.16	696.35
	HOURLY	6.9793	7.5127	8.0864	8.3895	8.7043
2	YEARLY	15,621	17,445	18,099	18,778	19,482
	BI-WEEK	600.81	670.96	696.11	722.24	749.31
	HOURLY	7.5101	8.3870	8.7014	9.0280	9.3663
3	YEARLY	16,807	18,769	19,473	20,203	20,961
	BI-WEEK	646.42	721.89	748.95	777.04	806.19
	HOURLY	8.0803	9.0236	9.3619	9.7130	10.0774
4	YEARLY	18,066	20,176	20,932	21,718	22,532
	BI-WEEK	694.85	775.98	805.09	835.30	866.61
	HOURLY	8.6856	9.6998	10.0637	10.4413	10.8326
5	YEARLY	19,424	20,908	22,505	23,350	24,225
	BI-WEEK	747.08	804.15	865.59	898.07	931.73
	HOURLY	9.3385	10.0519	10.8198	11.2259	11.6466
6	YEARLY	20,880	23,318	24,192	25,099	26,041
	BI-WEEK	803.08	896.85	930.48	965.35	1001.56
	HOURLY	10.0385	11.2107	11.6309	12.0669	12.5195
7	YEARLY	22,445	25,065	26,006	26,981	27,993
	BI-WEEK	863.27	964.06	1000.23	1037.73	1076.65
	HOURLY	10.7909	12.0507	12.5028	12.9717	13.4581

JACKSON COUNTY
1998 PAY GRADE
NEW HIRES ONLY

GRADE	Hire Rate	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
8	YEARLY	24,126	26,943	27,954	29,003	30,090
	BI-WEEK	927.92	1036.28	1075.16	1115.49	1157.31
	HOURLY	11.5990	12.9535	13.4395	13.9436	14.4663
9	YEARLY	25,938	28,967	30,053	31,180	32,349
	BI-WEEK	997.62	1114.11	1155.90	1199.25	1244.20
	HOURLY	12.4702	13.9264	14.4487	14.9906	15.5525
10	YEARLY	27,880	31,136	32,303	33,515	34,772
	BI-WEEK	1072.31	1197.52	1242.44	1289.04	1337.38
	HOURLY	13.4038	14.9690	15.5305	16.1131	16.7172
11	YEARLY	29,975	33,475	34,730	36,033	37,384
	BI-WEEK	1152.88	1287.51	1335.77	1385.87	1437.85
	HOURLY	14.4111	16.0939	16.6971	17.3233	17.9731
12	YEARLY	32,224	35,986	37,335	38,736	40,188
	BI-WEEK	1239.38	1384.06	1435.96	1489.83	1545.69
	HOURLY	15.4923	17.3008	17.9495	18.6228	19.3212
13	YEARLY	34,350	38,360	39,799	41,292	42,840
	BI-WEEK	1321.15	1475.39	1530.75	1588.14	1647.69
	HOURLY	16.5144	18.4424	19.1343	19.8518	20.5962
14	YEARLY	36,672	40,954	42,490	44,083	45,737
	BI-WEEK	1410.46	1575.15	1634.24	1695.51	1759.11
	HOURLY	17.6308	19.6894	20.4280	21.1939	21.9888

JACKSON COUNTY
1998 PAY GRADE
NEW HIRES ONLY

GRADE	Hire Rate	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
15	YEARLY	39,093	42,080	45,295	46,993	48,756
	BI-WEEK	1503.58	1618.47	1742.12	1807.44	1875.23
	HOURLY	18.7947	20.2308	21.7765	22.5930	23.4404
16	YEARLY	41,301	44,457	47,853	49,649	51,510
	BI-WEEK	1588.50	1709.87	1840.51	1909.56	1981.15
	HOURLY	19.8563	21.3734	23.0064	23.8695	24.7644
17	YEARLY	43,754	47,097	50,696	52,597	54,570
	BI-WEEK	1682.85	1811.44	1949.85	2022.97	2098.85
	HOURLY	21.0356	22.6430	24.3731	25.2872	26.2356
18	YEARLY	47,026	50,620	54,486	56,530	58,650
	BI-WEEK	1808.69	1946.91	2095.63	2174.25	2255.77
	HOURLY	22.6087	24.3363	26.1954	27.1781	28.1971
19	YEARLY	53,159	57,222	61,594	63,904	66,300
	BI-WEEK	2044.58	2200.85	2368.99	2457.85	2550.00
	HOURLY	25.5572	27.5106	29.6124	30.7231	31.8750
20	YEARLY	577,249	61,623	66,332	68,819	71,400
	BI-WEEK	22201.88	2370.13	2551.22	2646.90	2746.15
	HOURLY	277.5236	29.6266	31.8902	33.0863	34.3269
21	YEARLY	68,700	73,948	79,598	82,583	85,680
	BI-WEEK	2642.31	2844.15	3061.45	3176.28	3295.38
	HOURLY	33.0288	35.5519	38.2681	39.7035	41.1923

JACKSON COUNTY
1999 PAY GRADE
NEW HIRES ONLY

GRADE	HIRE RATE	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
1	YEARLY	15,939	16,536	17,156	17,799	18,467
	BI-WEEK	613.04	636.00	659.85	684.58	710.27
	HOURLY	7.6629	7.9501	8.2482	8.5573	8.8784
2	YEARLY	17,151	17,794	18,461	19,154	19,872
	BI-WEEK	659.65	684.38	710.03	736.68	764.29
	HOURLY	8.2457	8.5548	8.8754	9.2085	9.5537
3	YEARLY	18,453	19,144	19,862	20,607	21,380
	BI-WEEK	709.71	736.32	763.93	792.58	822.32
	HOURLY	8.8714	9.2040	9.5492	9.9073	10.2790
4	YEARLY	19,835	20,579	21,351	22,152	22,982
	BI-WEEK	762.89	791.50	821.20	852.01	883.94
	HOURLY	9.5362	9.8938	10.2649	10.6501	11.0492
5	YEARLY	21,326	22,126	22,955	23,817	24,710
	BI-WEEK	820.24	851.01	882.90	916.03	950.37
	HOURLY	10.2529	10.6376	11.0362	11.4504	11.8796
6	YEARLY	22,924	23,785	24,676	25,601	26,561
	BI-WEEK	881.70	914.79	949.08	984.66	1021.59
	HOURLY	11.0212	11.4349	11.8636	12.3082	12.7699
7	YEARLY	24,643	25,567	26,526	27,521	28,553
	BI-WEEK	947.80	983.34	1020.23	1058.49	1098.18
	HOURLY	11.8476	12.2917	12.7529	13.2311	13.7273

**JACKSON COUNTY
2000 PAY GRADE
NEW JOB STUDY**

GRADE	HIRE RATE	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
1	YEARLY	15,670	16,258	16,867	17,499	18,155
	BI-WEEK	602.68	625.30	648.72	673.05	698.27
	HOURLY	7.5336	7.8162	8.1091	8.4131	8.7284
2	YEARLY	16,862	17,494	18,150	18,830	19,537
	BI-WEEK	648.52	672.85	698.07	724.23	751.42
	HOURLY	8.1065	8.4106	8.7259	9.0529	9.3927
3	YEARLY	18,141	18,822	19,527	20,260	21,019
	BI-WEEK	697.74	723.91	751.05	779.21	808.44
	HOURLY	8.7218	9.0488	9.3881	9.7402	10.1055
4	YEARLY	19,501	20,232	20,991	21,778	22,595
	BI-WEEK	750.03	778.15	807.33	837.62	869.05
	HOURLY	9.3754	9.7269	10.0917	10.4702	10.8631
5	YEARLY	20,966	21,753	22,569	23,414	24,293
	BI-WEEK	806.40	836.64	868.03	900.56	934.35
	HOURLY	10.0799	10.4580	10.8503	11.2570	11.6794
6	YEARLY	22,538	23,383	24,260	25,170	26,113
	BI-WEEK	866.84	899.33	933.09	968.07	1004.35
	HOURLY	10.8355	11.2417	11.6636	12.1008	12.5544
7	YEARLY	24,227	25,136	26,078	27,057	28,071
	BI-WEEK	931.82	966.76	1003.00	1040.64	1079.66
	HOURLY	11.6478	12.0845	12.5376	13.0080	13.4957
8	YEARLY	26,113	27,057	28,071	29,124	30,215
	BI-WEEK	1004.35	1040.64	1079.66	1120.15	1160.64
	HOURLY	12.5544	13.0080	13.4957	14.0018	14.5185

JACKSON COUNTY
2000 PAY GRADE
NEW JOB STUDY

GRADE	HIRE RATE	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
8	YEARLY	26,042	27,019	28,032	29,083	30,174
	BI-WEEK	1001.62	1039.21	1078.15	1118.59	1160.55
	HOURLY	12.5202	12.9901	13.4768	13.9824	14.5069
						15.0508
9	YEARLY	27,998	29,047	30,137	31,267	32,440
	BI-WEEK	1076.84	1117.21	1159.12	1202.59	1247.69
	HOURLY	13.4605	13.9651	14.4891	15.0324	15.5962
						16.1809
10	YEARLY	30,095	31,223	32,393	33,608	34,869
	BI-WEEK	1157.49	1200.88	1245.90	1292.63	1341.12
	HOURLY	14.4687	15.0110	15.5737	16.1579	16.7640
						17.3926
11	YEARLY	32,355	33,568	34,828	36,133	37,488
	BI-WEEK	1244.43	1291.08	1339.53	1389.73	1441.86
	HOURLY	15.5554	16.1385	16.7441	17.3717	18.0232
						18.6992
12	YEARLY	34,782	36,086	37,439	38,843	40,300
	BI-WEEK	1337.78	1387.94	1439.98	1493.98	1550.02
	HOURLY	16.7222	17.3492	17.9997	18.6747	19.3752
						20.1017
13	YEARLY	37,078	38,468	39,910	41,407	42,960
	BI-WEEK	1426.06	1479.53	1535.00	1592.59	1652.30
	HOURLY	17.8257	18.4941	19.1875	19.9073	20.6538
						21.4282
14	YEARLY	39,584	41,069	42,609	44,207	45,864
	BI-WEEK	1522.47	1579.57	1638.79	1700.26	1764.01
	HOURLY	19.0308	19.7446	20.4849	21.2532	22.0502
						22.8772

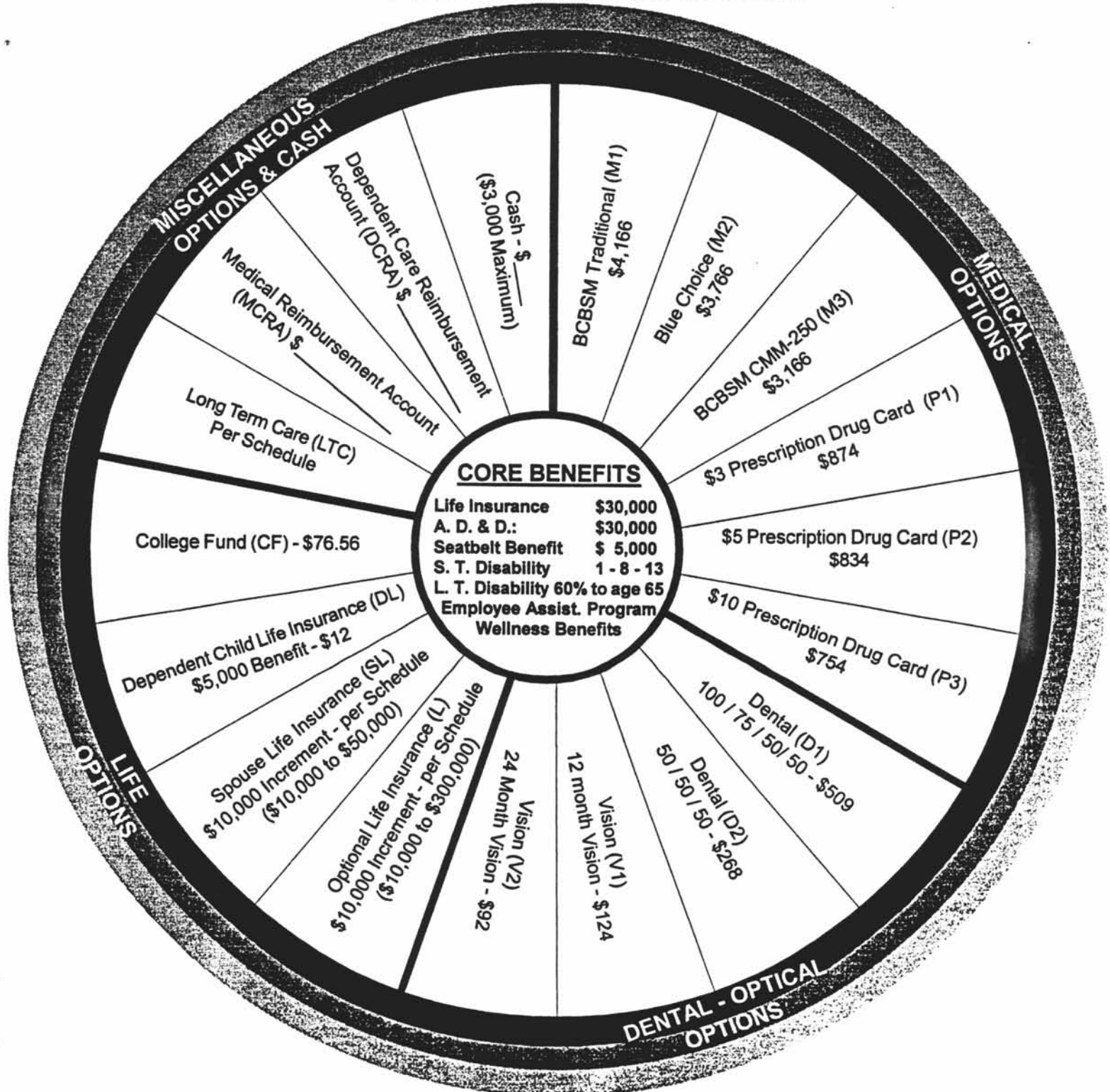
**JACKSON COUNTY
2000 PAY GRADE
NEW JOB STUDY**

GRADE	HIRE RATE	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
15	YEARLY	42,198	43,780	45,422	47,125	48,892
	BI-WEEK	1623.00	1683.85	1746.99	1812.50	1880.46
	HOURLY	20.2874	21.0481	21.8374	22.6563	23.5058
16	YEARLY	44,581	46,253	47,988	49,787	51,654
	BI-WEEK	1714.67	1778.95	1845.69	1914.87	1986.70
	HOURLY	21.4333	22.2369	23.0711	23.9359	24.8338
17	YEARLY	47,229	49,000	50,838	52,744	54,722
	BI-WEEK	1816.50	1884.62	1955.32	2028.62	2104.70
	HOURLY	22.7063	23.5578	24.4415	25.3578	26.3088
18	YEARLY	50,761	52,665	54,639	56,688	58,814
	BI-WEEK	1952.34	2025.56	2101.52	2180.29	2262.09
	HOURLY	24.4042	25.3195	26.2690	27.2537	28.2761
19	YEARLY	57,382	59,534	61,765	64,082	66,486
	BI-WEEK	2206.99	2289.76	2375.60	2464.70	2557.14
	HOURLY	27.5873	28.6220	29.6949	30.8087	31.9643
20	YEARLY	61,795	64,113	66,518	69,011	71,600
	BI-WEEK	2376.74	2465.88	2558.37	2654.29	2753.83
	HOURLY	29.7092	30.8235	31.9796	33.1786	34.4229
21	YEARLY	74,155	76,935	79,821	82,813	85,920
	BI-WEEK	2852.12	2959.06	3070.03	3185.13	3304.60
	HOURLY	35.6515	36.9882	38.3754	39.8142	41.3075
22	YEARLY	88,911	92,253	95,695	99,237	102,879
	BI-WEEK	3342.73	3475.11	3607.50	3748.73	3894.92
	HOURLY	42.3925	43.9391	45.4937	47.0563	48.6269

County Of Jackson

IBP DOLLARS ALLOWABLE - \$5,440

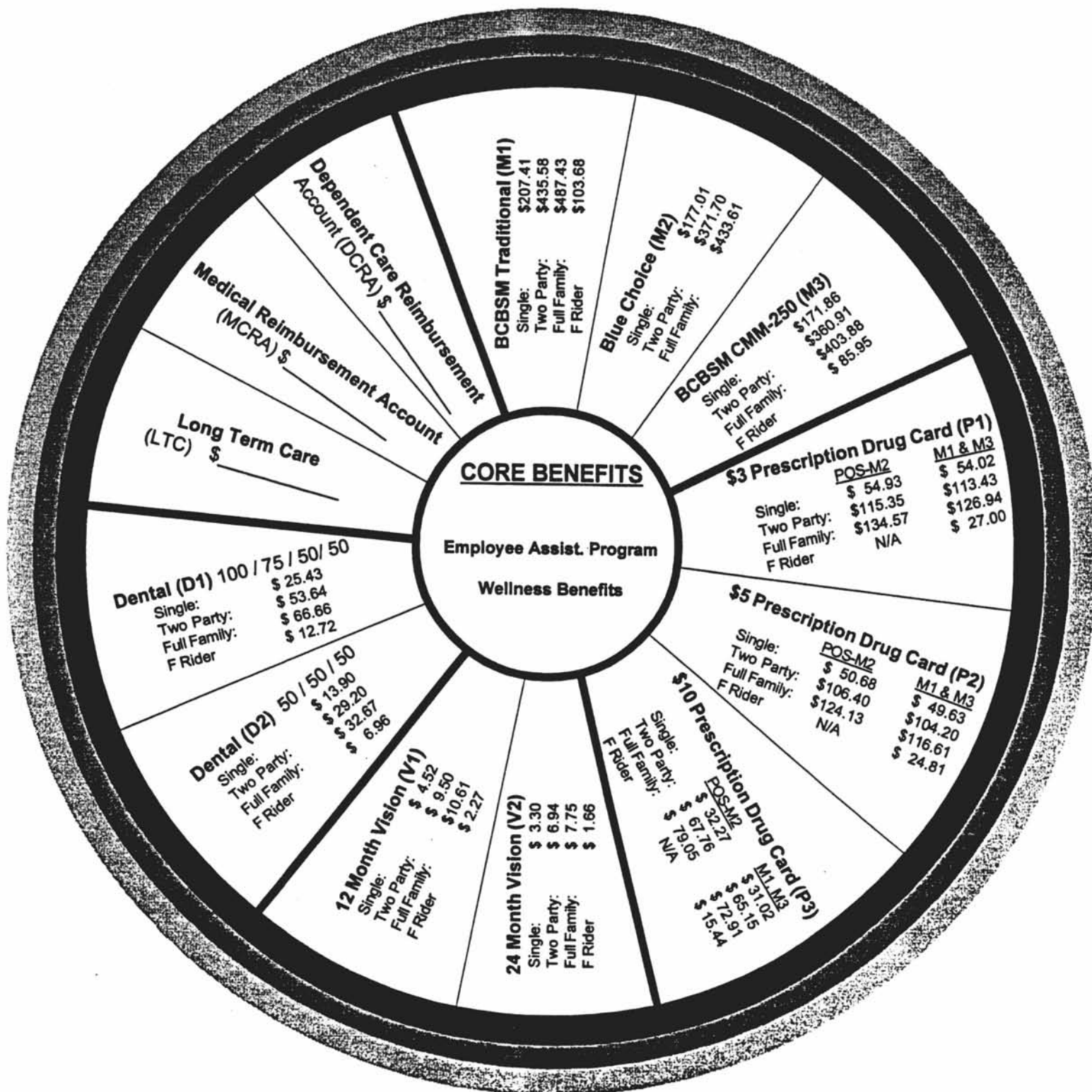
**NOTE: IF OPTING OUT OF MEDICAL BENEFITS \$3,000 IBP DOLLARS
ARE AVAILABLE FOR ADDITIONAL BENEFITS OR CASH**



Choices for Today

Individualized Benefit Plan

PART TIME EMPLOYEES SECTION 125 CAFETERIA PLAN



Planning for Tomorrow

LETTER OF UNDERSTANDING
between
COUNTY OF JACKSON

and

LOCAL 2098, MICHIGAN COUNCIL NO. 25
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Health, County General and Courts

RE: Contract Reopener

Contract reopener regarding pension multiplier and FAC only at AFSCME's request in the calendar year 1999; AFSCME employee's request includes employees fully funding increase in cost for any revisions to multiplier and FAC. AFSCME to pay for actuarial study.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives this 19th day of January, 1999.

CHAPTER OF LOCAL 2098, Health,
County General and Courts, AFFILIATED
WITH MICHIGAN COUNCIL NO. 25:

Judith M. Henry
Chapter Chair, Health

Curtis R. Hubbard
Chapter Chair, County General

Robert B. Howe
Chapter Chair, Courts

COUNTY OF JACKSON:

Betty Jo McFarrest

Kenneth G. Gardiner

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO:

Charles M. Gray

P.E.O.P.L.E. CHECKOFF

P.E.O.P.L.E. CHECKOFF:

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

LETTER OF UNDERSTANDING
between
COUNTY OF JACKSON

and

LOCAL 2098, MICHIGAN COUNCIL NO. 25
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Health, County General and Courts

RE: Article H. Vacant Positions, Section 13. Rate of Pay/New Employees

It is hereby agreed by the parties that Article H. Vacant Positions, Section 13. Rate of Pay/New Employees be modified to reflect the two (2) year step in compliance with the rate schedule as ratified.

This revision shall be retroactive to the date of ratification of this bargaining agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives this 19th day of January, 1999.

CHAPTER OF LOCAL 2098, Health,
County General and Courts, AFFILIATED
WITH MICHIGAN COUNCIL NO. 25:

Judith M. Henry
Chapter Chair, Health

Curtis R. Hubbard
Chapter Chair, County General

Robert B. Abner
Chapter Chair, Courts

COUNTY OF JACKSON:

Betty Jo McForest

Kenneth Brardley

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO:

Cheryl M. Henry

Sherry G. Staska

~~Sherry G. Staska~~

Norm M. Butler

Nancy L. Hudson

James W. Hawley

James W. Cook

Tickie M. Bradley

Marilyn J. Kaufman

David E. Pugh

Dale E. Winters

ROBERT GANT

APRIL 29, 1999

YOUTH CENTER

Robert Howe

