

3218

12/31/98

AGREEMENT

BETWEEN

THE MANISTEE COUNTY BOARD OF COMMISSIONERS, THE  
MANISTEE COUNTY LIBRARY BOARD, THE  
MANISTEE COUNTY PROSECUTING ATTORNEY, THE  
MANISTEE COUNTY CLERK, THE  
MANISTEE COUNTY REGISTER OF DEEDS, THE  
MANISTEE COUNTY TREASURER, AND THE  
MANISTEE COUNTY SHERIFF

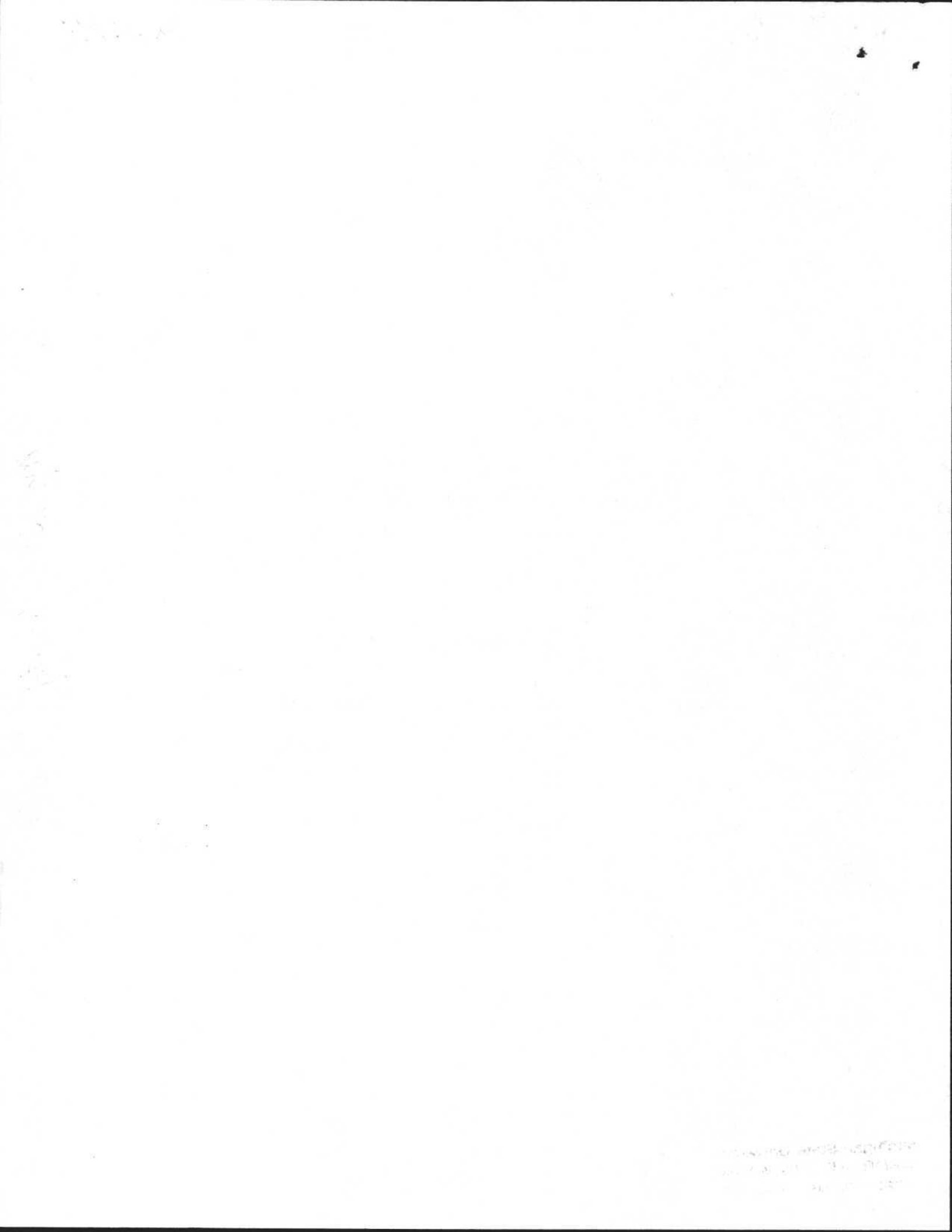
AND

MANISTEE COUNTY EMPLOYEES CHAPTER, AND THE  
MANISTEE COUNTY SUPERVISORS CHAPTER  
OF LOCAL #2810, AFFILIATED WITH  
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Effective Date: January 1, 1996

Termination Date: December 31, 1998

*Manistee County*



INDEX

<u>Article</u>		<u>Page</u>
	Agreement . . . . .	.3
	Purpose and Intent. . . . .	.3
1	Recognition (Employees Covered) . . . . .	.3-4
2	Aid to Other Unions . . . . .	.4
3	Management's Rights . . . . .	.4
4	Union Security (Agency Shop). . . . .	.4-5
5	Dues Check Off. . . . .	.5
6	Representation Fee Check Off. . . . .	.6
7	Remittance of Dues and Fees . . . . .	.6
8	Union Representation. . . . .	.6-7
9	Grievance Procedures. . . . .	.7-9
10	Discharge and Suspension. . . . .	.9
11	Seniority (Probationary Employees). . . . .	.9-10
12	Seniority Lists . . . . .	.10
13	Loss of Seniority . . . . .	.10
14	Seniority of Officers and Stewards. . . . .	.11
15	Layoffs . . . . .	.11
16	Temporary Transfers . . . . .	.12-13
17	Job Postings and Bidding Procedures . . . . .	.13-14
18	Rates for New Jobs. . . . .	.14
19	Veterans (Reinstatement of) . . . . .	.14
20	Educational Leave of Absence for Veterans . . . . .	.14
21	Leaves of Absence . . . . .	.15-16
22	Equalization of Overtime. . . . .	.16
23	Union Bulletin Boards . . . . .	.16
24	Jury Duty . . . . .	.16
25	Workers' Compensation . . . . .	.16
26	Hours of Work . . . . .	.16-17
27	Sick/Personal Leave and Short-term Disability . . . . .	.17-18
28	Funeral Leave . . . . .	.19
29	Premium Pay . . . . .	.19
30	Holidays. . . . .	.19-21
31	Vacations . . . . .	.21-22
32	Vacation Period . . . . .	.22
33	Pay Advance . . . . .	.22-23
34	Hospitalization Medical and Dental Coverage . . . . .	.23-25
35	Life Insurance Coverage . . . . .	.25
36	Computation of Benefits . . . . .	.25
37	Unemployment Insurance. . . . .	.25
38	Supervisors or Elected Officials. . . . .	.25
39	Consolidation or Elimination of Jobs. . . . .	.25
40	Subcontracting. . . . .	.25
41	Time Clock/Time Sheet Reporting . . . . .	.26
42	Pensions. . . . .	.26-27
43	County Facility Closures. . . . .	.27
44	Termination and Modification. . . . .	.27-28
45	Effective Date. . . . .	.28-29

APPENDIX A: Wages and Classifications

APPENDIX B: New Health Plan Language





## AGREEMENT

THIS AGREEMENT entered into on this 1st day of January, 1996, between the MANISTEE COUNTY BOARD OF COMMISSIONERS; and the MANISTEE COUNTY LIBRARY BOARD; and the ELECTED OFFICIALS - the PROSECUTING ATTORNEY, COUNTY CLERK, COUNTY TREASURER, REGISTER OF DEEDS, and MANISTEE COUNTY SHERIFF - hereinafter referred to as the "Employer"), and the MANISTEE COUNTY EMPLOYEES CHAPTER and MANISTEE COUNTY SUPERVISORS CHAPTER OF LOCAL #2810, affiliated with Michigan Council #25 AFSCME, AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

### PURPOSE AND INTENT:

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 Employer, and employees and the Union.

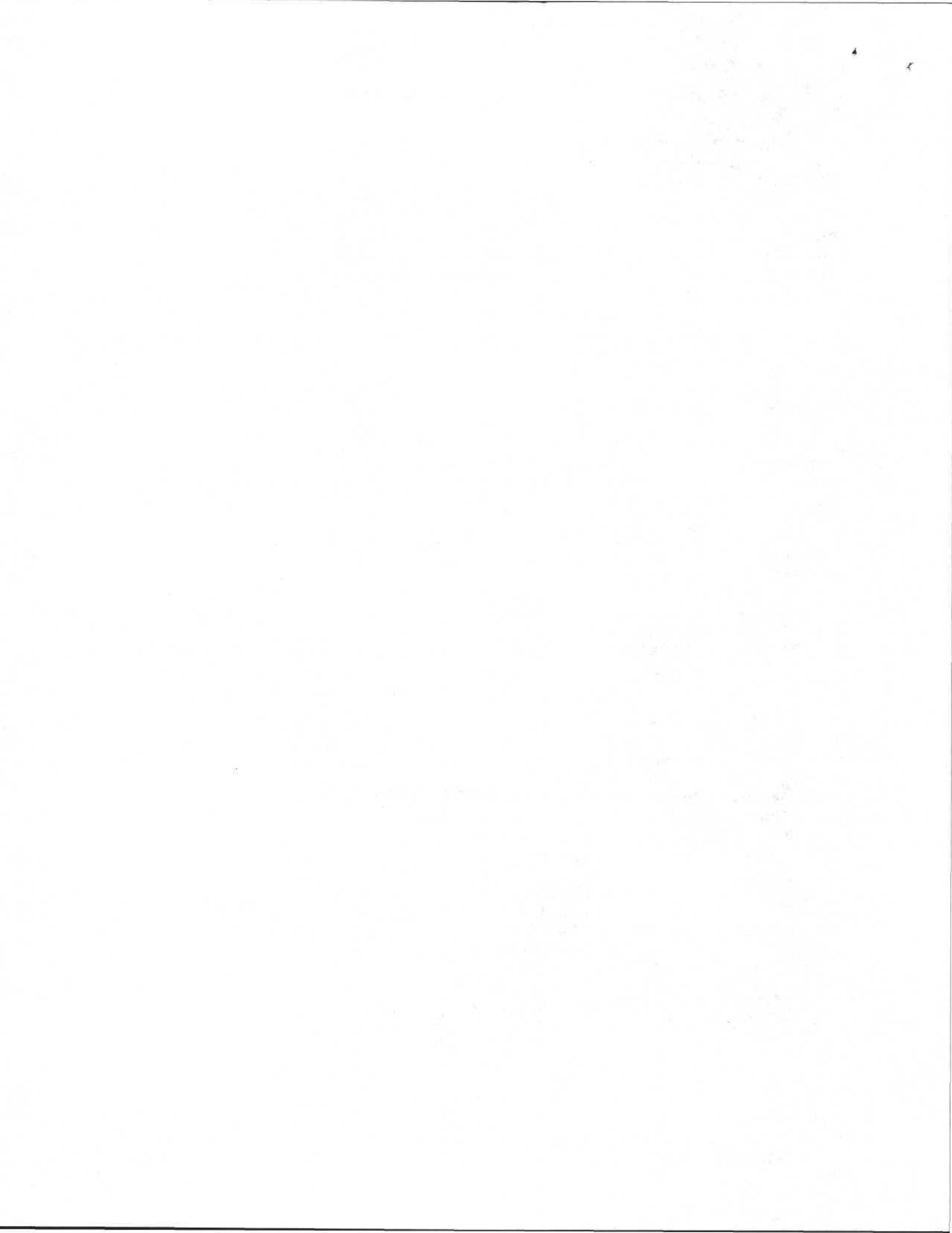
The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1. RECOGNITION (Employees Covered):

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer at the time of signing the contract included in the bargaining units described below:

Unit 1: "All employees of the County of Manistee in the following departments: County Clerk, County Treasurer, County Register of Deeds, County Planning Department, Custodial Employees, County Assessors Office, County Extension Office, County Equalization Office, County Library, County Prosecutors Office and the AFSCME position in the Sheriff Department; excluding all elected officials and supervisors as defined in the Act."



Unit 2: "All supervisors employed by the County of Manistee and working in the County Building or County Library Building, but excluding elected officials, administrative employees, executive employees and confidential employees."

ARTICLE 2. AID TO OTHER UNIONS:

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3. MANAGEMENT'S RIGHTS:

(a) The Employer retains the right to manage and operate its business; to maintain order and efficiency in its operation; to hire, lay off, assign, transfer and promote employees; to exercise control of all its properties and equipment; to install, modify or change methods of operation, work schedules and equipment; to discipline and discharge employees for cause, including suspensions and disciplinary layoffs; to make reasonable rules and regulations, not in conflict with this Agreement.

(b) The foregoing rights are by way of illustration only and in general, all rights and privileges belonging to the Employer, which are not specifically relinquished herein, are reserved to and remain vested in the Employer, subject to the conditions that such rights shall not be exercised in any manner which is inconsistent with this Agreement.

ARTICLE 4. UNION SECURITY (Agency Shop):

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union



or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

(d) The Union agrees to assume the legal defense of any suit or action brought against the Employer for the discharge of any employee under the terms of Union Security.

**ARTICLE 5. DUES CHECK OFF:**

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) Authorization Form.

To: \_\_\_\_\_  
EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly dues.

or

An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

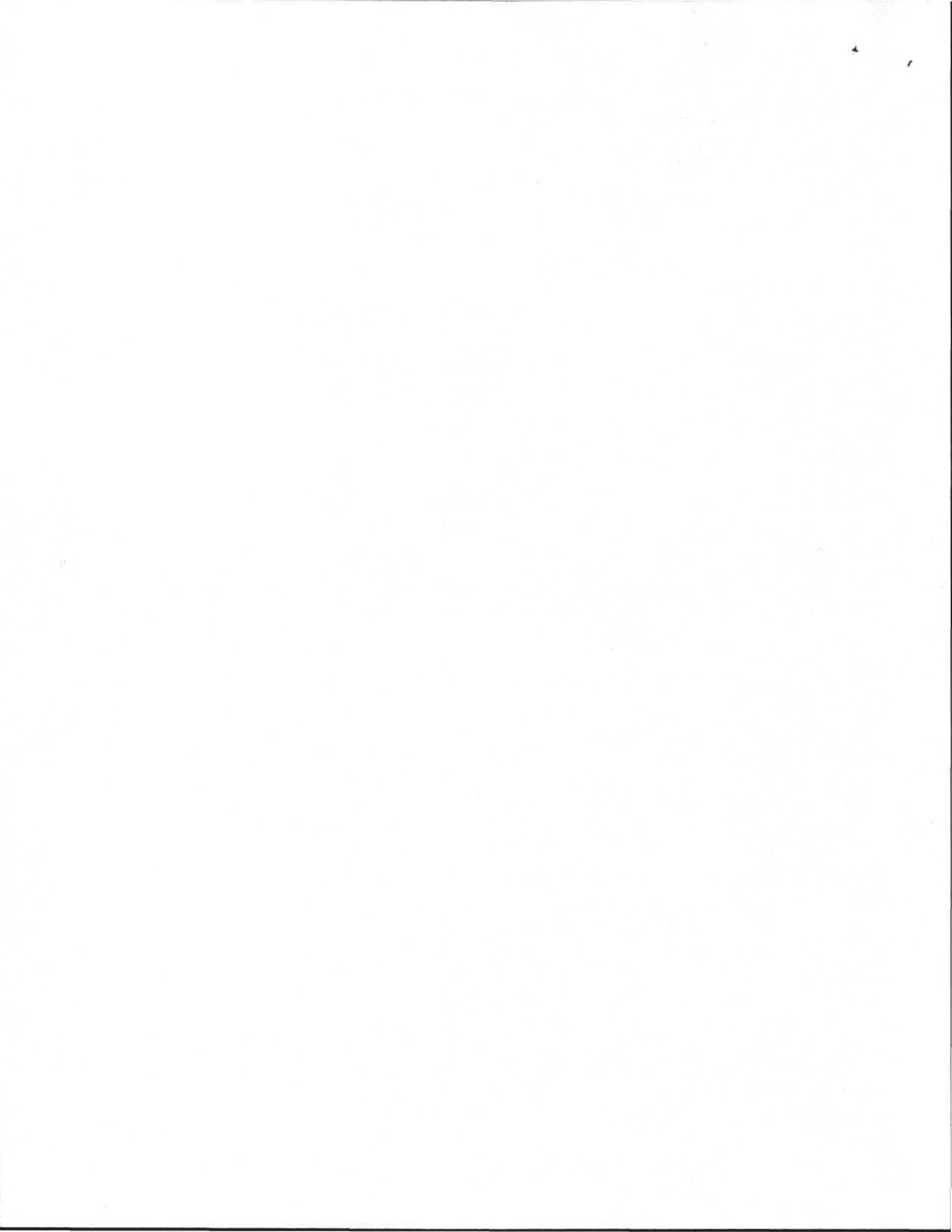
By: PLEASE PRINT

FIRST NAME										INITIAL	
LAST NAME											
STREET NUMBER				STREET NAME AND DIRECTION							
CITY						ZIP CODE					
AREA CODE			TELEPHONE				CLASSIFICATION				

SIGNATURE

EMPLOYER'S COPY

DATE



**ARTICLE 6. REPRESENTATION FEE CHECK OFF:**

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 4 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See authorization form attached prior to this page.

**ARTICLE 7. REMITTANCE OF DUES AND FEES:**

(a) **When Deductions Begin:** Check off deductions under all properly-executed authorizations for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) **Remittance of Dues to Financial Officer:** Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the tenth (10th) day of the month following the month in which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

**ARTICLE 8. UNION REPRESENTATION:**

(a) **Stewards, Alternative Stewards and Union Chairpersons:** The employees covered by this Agreement will be represented by three (3) stewards. The Union shall have the exclusive right to





assign such stewards, and shall assign at least one (1) steward to each of the following locations or departments:

1. One for library employees.
2. One for all other employees in Unit 1.
3. One for Unit 2 (supervisory employees).
  - (i) The Employer will be notified of the names of the alternate stewards who will serve only in absence of a regular steward.
  - (ii) The stewards shall notify and obtain his/her immediate supervisor's permission prior to investigating a grievance during working hours, and such permission shall not be unreasonably withheld. The steward or chapter chairperson will proceed promptly with the least amount of disruption to the work at hand and will be paid for such time spent which occurs during their regular working hours.

(b) Employees covered by this Agreement may be represented in contract negotiations by no more than five (5) employees, one member of which shall be the Chapter Chairperson and who shall serve as the chairperson of the bargaining committee.

(c) Members of the Bargaining Committee shall not be paid by the Employer for working hours lost in contract negotiations.

#### ARTICLE 9. GRIEVANCE PROCEDURES:

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within five (5) working days of its occurrence. The Employer will answer in writing any grievance presented to it in writing by the Union.

Step 1: Any employee having a grievance shall present it to the Employer as follows:

- (a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.
- (b) The steward and the employee may discuss the grievance with the immediate supervisor.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the employee's immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the



steward's copy of the grievance. For purposes of this subparagraph (c), all supervisors' immediate supervisor shall be the County Administrator with the exception of Library employees whose supervisors' immediate supervisor shall be the Library Administrator.

- (d) The immediate supervisor shall give his answer to the steward within five (5) working days of receipt of the grievance. If the immediate supervisor is absent from work, the time limits will mutually be extended until the immediate supervisor returns to work.

**Step 2:** Step 2 shall apply only to the Courthouse employees and Library employees. If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing to the County Board of Commissioners by delivery to the County Administrator within seven (7) working days after the response of Step 1 is due. Upon presentation, the County Administrator shall sign and date the Chapter Chairperson's copy. A meeting will be held between the grievance committee and the Board of Commissioners or its representatives which shall include a member of the Board of Commissioners, within twenty (20) days of the presentation of the grievance to the Board. Council #25 may have a representative present at such meeting. The Board shall respond in writing to the Chapter Chairperson within ten (10) working days of the date of the monthly meeting of the Board following the date of the grievance meeting.

**Step 3:**

- (a) If the grievance remains unsettled, and the Council wishes to carry the matter further, Council #25 or the Local Union, and not an individual employee, shall file a demand for arbitration with the County Administrator and request a list of seven (7) arbitrators from the Michigan Employment Relations Commission within twenty (20) working days of the Employer's answer in the Step 2 proceedings. Upon receipt of the list of arbitrators, the parties may mutually agree to an arbitrator. If the mutual agreement is not reached, then each party shall alternately strike one name at a time, the party striking the first name to be determined by a coin flip, with the final name being the arbitrator to be used.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.
- (c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and



binding upon the Union, its members, the employee or employees involved, and the Employer. The Arbitrator shall make a judgment based upon the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the Arbitrator shall be shared equally between the Employer and the Union.

- (d) Any grievance not answered within the time limits by the Employer shall be deemed automatically appealed to the next step of the grievance procedure.
- (e) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

**ARTICLE 10. DISCHARGE AND SUSPENSION:**

(a) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

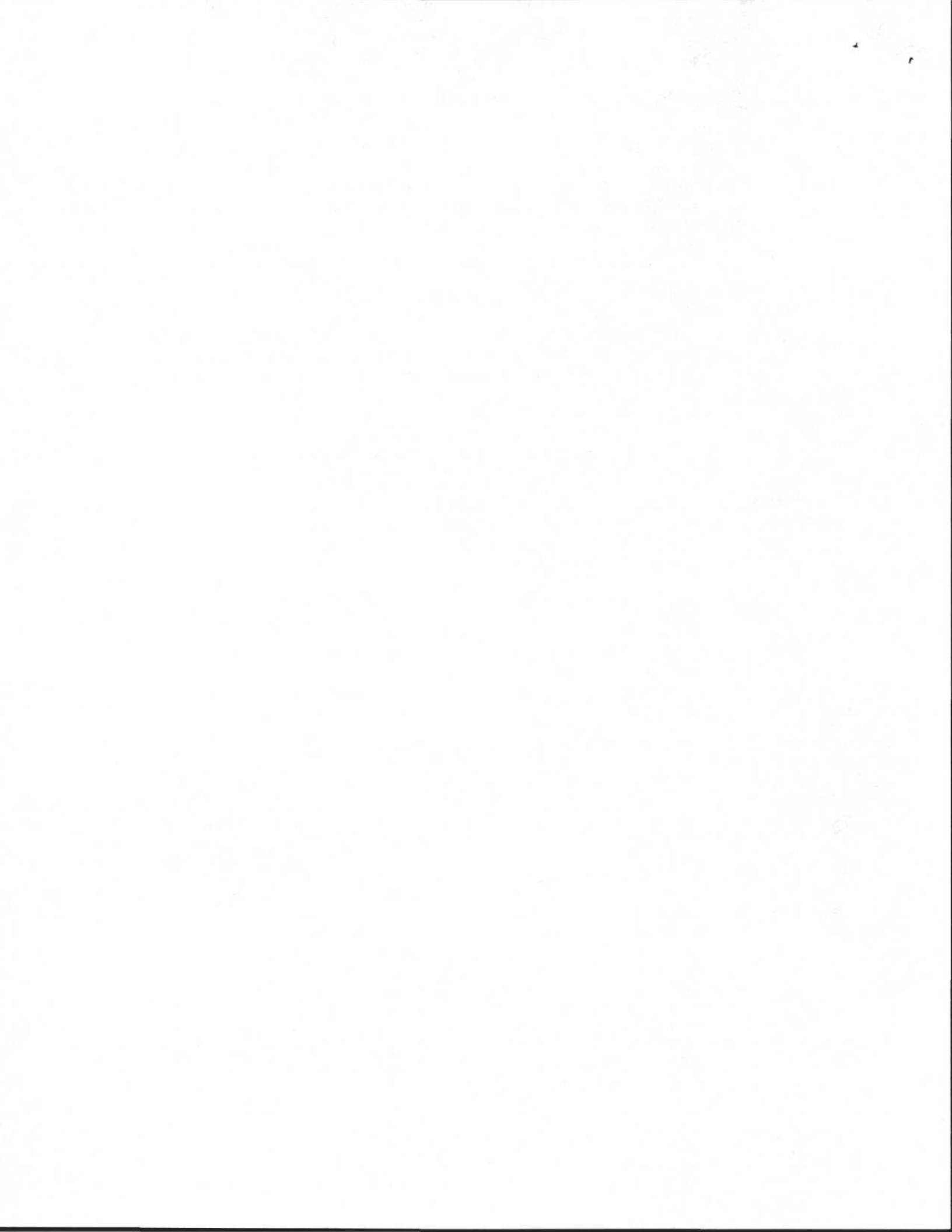
(b) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure.

(c) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

**ARTICLE 11. SENIORITY (Probationary Employees):**

(a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. Should a department head feel a new hire has not learned their job, a written notification will be presented to the Union, and the employee's probationary period will be extended three (3) additional months. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.



(c) Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.

(d) The Employer shall arrange, on the first day of employment a thirty (30) minute interview period between the Chapter Chairperson or designee and the new employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.

**ARTICLE 12. SENIORITY LISTS:**

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times. The Employer will provide each Bargaining Unit Employee with an updated seniority list as this list is updated.

**ARTICLE 13. LOSS OF SENIORITY:**

(a) He quits.

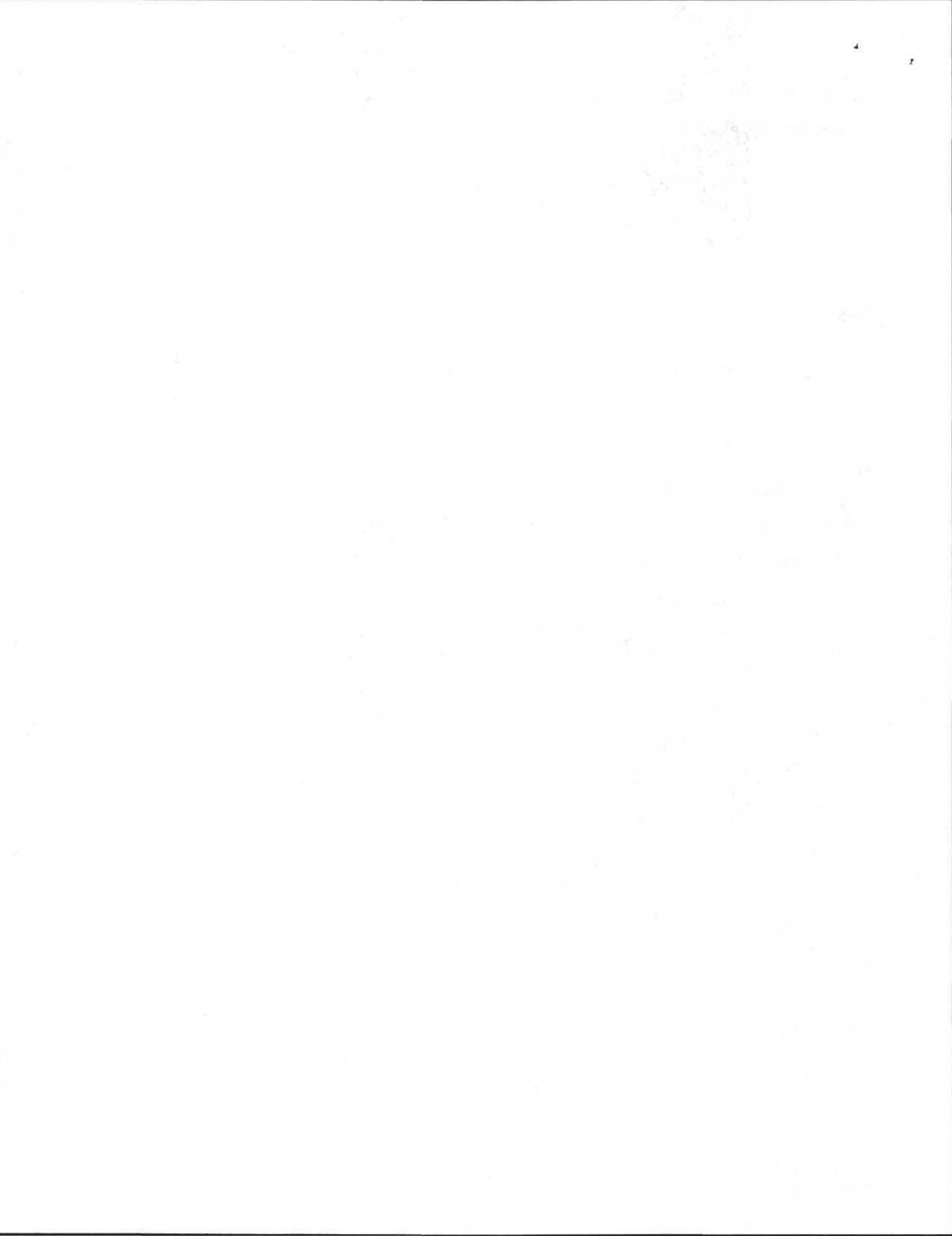
(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for two (2) consecutive working days without notifying the Employer. Exceptions may be made at the Employer's discretion. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be entered into the grievance procedure at the second step.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made at the Employer's discretion.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) Is laid off for a period of two (2) years or the length of his seniority, whichever is less.





ARTICLE 14. SENIORITY OF OFFICERS AND STEWARDS:

The Chapter Chairperson and Chief Steward and all other stewards, in that order, shall head the seniority list of the unit, during their term of office for layoff purposes only.

ARTICLE 15. LAYOFFS:

(a) Seniority shall apply to layoff and recall as follows:

1. When a reduction in work force occurs, employees in the classification affected on probation, and then the employees in that classification with the least seniority will be the first to be laid off, provided the remaining employees can do the available work.
2. A laid off employee may bump a less senior employee in the same department, provided the employee has the qualifications and ability to perform the work of the bumped employee or may bump the least senior employee in another department, provided the employee has the qualifications and ability to perform the work of the bumped employee, and has 30 days to qualify. The senior employee exercising their bumping rights will have one (1) bump and one (1) bump only per layoff for the purpose of this Article. For purposes of this paragraph, there shall be the following departments: Library, Courthouse and MSU Extension, and AFSCME position in the Sheriff Department.

(b) Employees shall be recalled in the reverse order of their layoff. Probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled, provided the laid-off employees have the qualifications and ability to perform the available work.

(c) An employee, upon proper notification of recall from layoff, must report within five (5) calendar days of his/her desire to return to work and must return to work within ten (10) working days following receipt of notification. Notification to employees by certified mail, restricted delivery, to the last address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his/her proper address on record with the employer. Nothing in this item shall be deemed to preclude the Employer from filling any vacancy caused by the failure of an employee to report promptly after notification in such manner as the Employer shall determine until such employee reports for work or has lost his/her seniority under Article 13.



ARTICLE 16. TEMPORARY TRANSFERS:

(a) The Employer reserves the right to make such transfers or use Temporary Employees as may be necessary to fill a temporary vacancy caused by absence from the job for three (3) working days or more, or from an employee's trying out a vacant job under Article 17. The employee so transferred shall be the employee with the least seniority in the classification from which the transfer is made, provided no more senior employee accepts the temporary transfer.

The transfer of a bargaining unit employee or use of a temporary employee for the purpose of filling a temporary vacancy shall be for a maximum of thirty (30) days or the length of time the position is vacant due to an illness, vacation, trial period or leave of absence, whichever is longer. If the temporary vacancy becomes permanent, it shall be posted as a permanent vacancy under Article 17. If the temporary vacancy terminates, by return of the absent bargaining unit employee, that employee shall return to their former position.

- (b) 1. The parties hereto agree that the hiring of temporary casual employees is a management right, responsibility, and discretion.
2. However, the Employer agrees that it will not during the term of this Agreement hire temporary casual employees for the purpose of replacing or displacing employees covered by the terms of this Agreement.
3. A temporary casual employee is an employee who is hired for a period of not more than ninety (90) days in one year except as permitted under Article 16 of the Agreement.

When an employee of a higher classification is transferred temporarily to a lower classification, he shall receive the higher rate of pay, and when an employee of a lower classification is transferred temporarily to a higher working classification, he shall receive 90 percent of the higher rate of pay or his former rate of pay, whichever is greater, for the first twenty (20) working days in the higher classification. Thereafter, they shall receive the higher rate of pay.

The County and the Union mutually understand that Department Heads and Elected Officials will designate whether temporary transfers will occur within the same bargaining unit. It is understood that if the duties of the absent employee are to be assumed by another employee within the same bargaining unit, a temporary transfer will be made and Article 17 will apply.

The Employer may change the Custodians or Assistant Custodians shift to fill in for short term illness, emergencies,



or absences that are expected to be for less than three (3) days provided one of the employees according to seniority in that classification accepts the shift change. Should no one accept the shift change, then the employee with the least seniority will be required to work the shift, and provided the Employer gives as much advance notice to the employee(s) affected as possible.

**ARTICLE 17. JOB POSTINGS AND BIDDING PROCEDURES:**

(a) Except as otherwise provided in this Agreement, all vacancies which the Employer intends to fill and/or newly created positions within the bargaining unit shall be posted within fifteen (15) working days of the date the vacancy occurs or the Employer may post prior to the vacancy occurring.

Except as otherwise provided in this Agreement, all vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications.

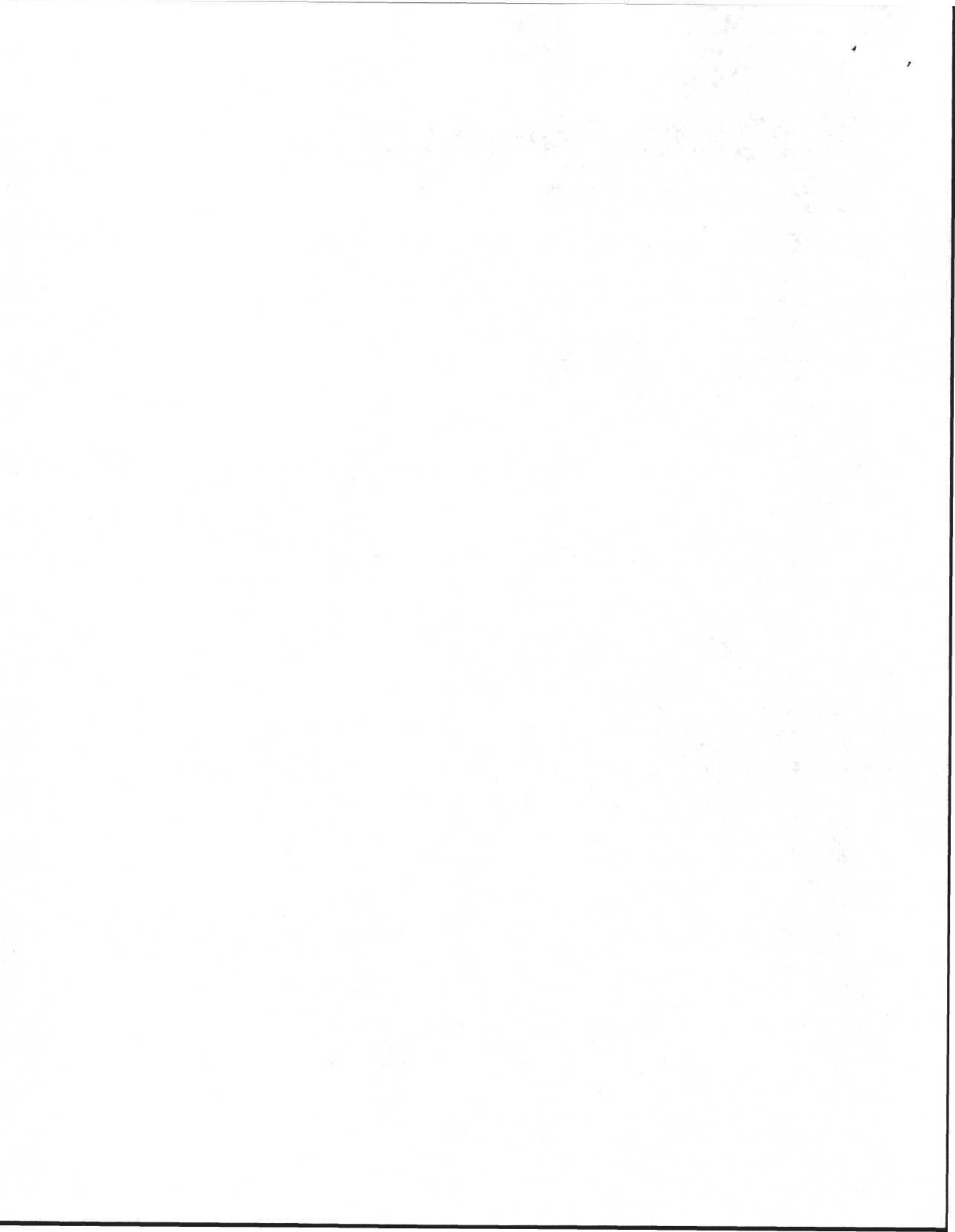
Except as otherwise provided in this Agreement, all vacancies will be posted for a period of seven (7) working days posting period.

Except as otherwise provided in this Agreement, the senior employee applying for the position who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

(b) The Offices of the Deputy County Clerk as defined at Michigan Compiled Laws 50.63; Deputy County Treasurer as defined at Michigan Compiled Laws 48.37; and Deputy Register of Deeds as defined at Michigan Compiled Laws 53.91, are statutory public offices. The Manistee County Clerk, Manistee County Treasurer and Manistee County Register of Deeds shall retain each of their statutory rights to designate one Deputy who shall take a constitutional oath of office as prescribed by statute and who shall be designated as the Deputy who shall succeed the elected official in the event a vacancy occurs in the elected office. A vacancy occurring in the office of Deputy County Clerk, Deputy County Treasurer or Deputy Register of Deeds may be filled by the County Clerk, County Treasurer or the County Register of Deeds in his or her sole and exclusive discretion. The County Clerk, County Treasurer and the County Register of Deeds shall not be required to post or bid vacancies in these three (3) statutory offices.

The Manistee County Clerk, Manistee County Treasurer and Manistee County Register of Deeds agree to provide written notice to the Union of any vacancies occurring in the office of



Deputy County Clerk, Deputy County Treasurer and Deputy Register of Deeds as defined in this Agreement. This written notice shall in no way be considered as a posting of a job vacancy under this Article, and the delivery of such notice shall not obligate the County Clerk, the County Treasurer or the County Register of Deeds to appoint any member of the Union who shall express an interest to fill a vacancy in the office of the Deputy County Clerk, Deputy County Treasurer or Deputy Register of Deeds.

(c) Except as otherwise provided in this Agreement, jobs shall be awarded or denied within twenty (20) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his/her steward.

(d) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee and his/her steward.

(e) During the trial period, employees bidding on the higher paying job will receive ninety (90%) percent of the rate of the job they are performing, or their former rate, whichever is greater. An employee bidding on a lower paying job shall receive the rate of the lower paying job.

(f) Temporary positions shall not be considered as former positions for the purpose of determining rate of pay in accordance with subsection (e) above.

#### ARTICLE 18. RATES FOR NEW JOBS:

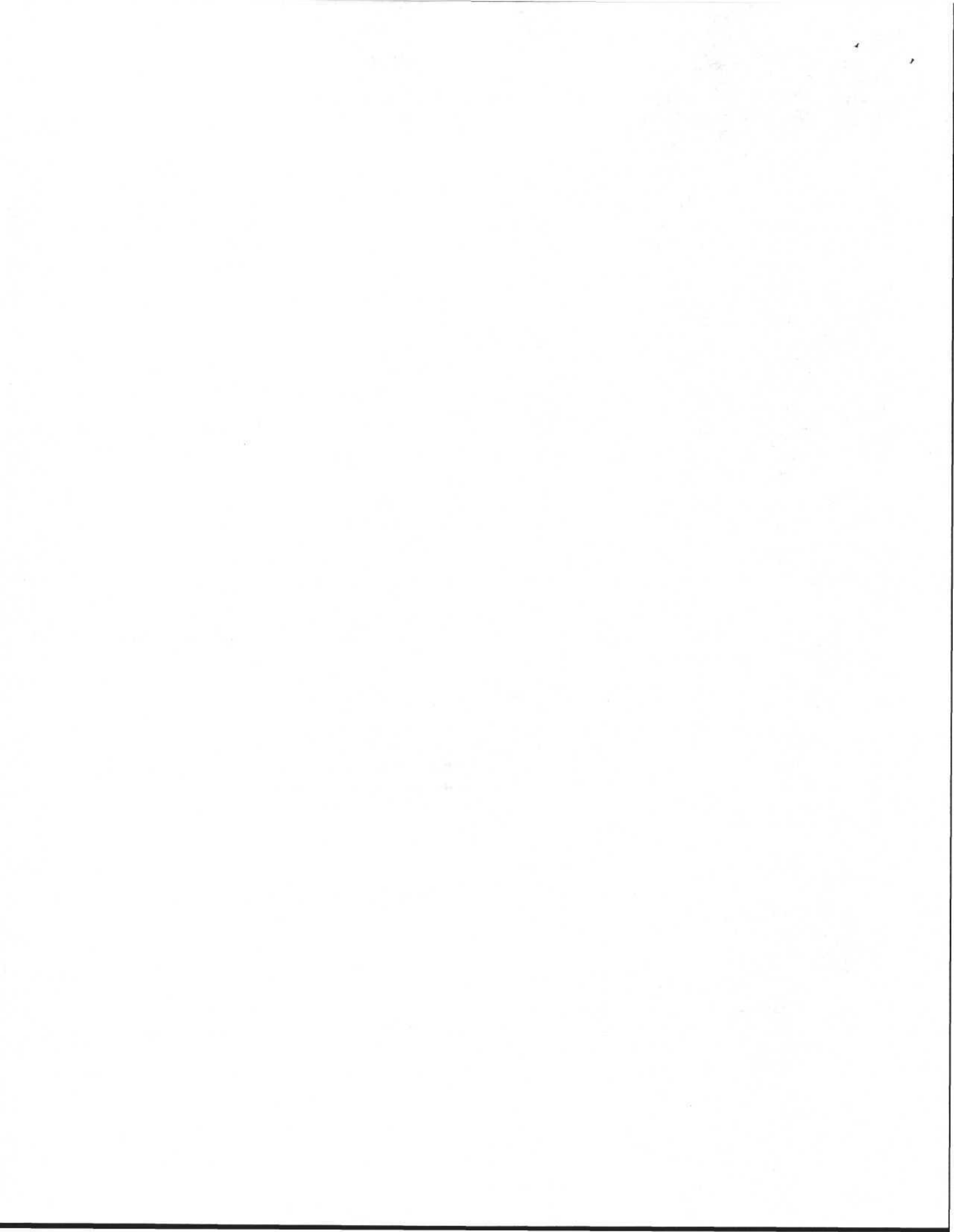
(a) When a new job is created not covered herein, but a part of the bargaining unit, the Employer will notify the Union of the Classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

#### ARTICLE 19. VETERANS (Reinstatement Of).

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

#### ARTICLE 20. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed one year if attending school full time.





**ARTICLE 21. LEAVES OF ABSENCE:**

(a) **Union Leave.** Upon written application, the Employer will grant a leave of absence to not more than one employee at a time for not more than one (1) year for the purpose of filling an appointed or elected union office, providing the remaining employees can do the available work. The employee must notify the Employer as soon as he is aware of his intent to return to work at the end of the leave of absence. Seniority shall accrue during such leave of absence.

A leave of absence not to exceed one (1) year shall be granted in the event an employee becomes a full time union representative. Seniority shall accrue during such leave of absence.

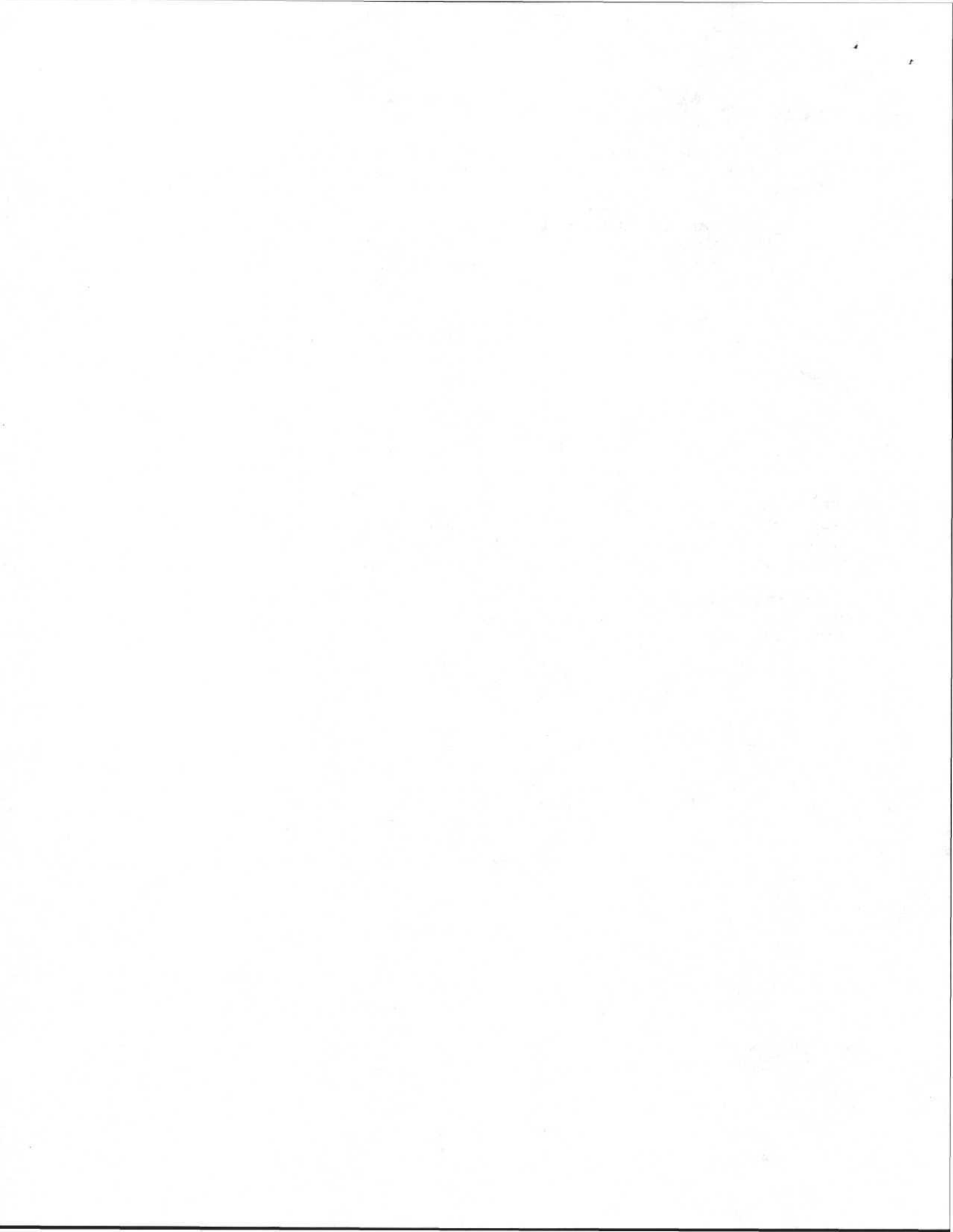
(b) **Personal and Emergency Leave.** All leaves of absence for a period not exceeding thirty (30) days may be granted at the discretion of the Department Head of the Employer for the unit to any employee with seniority. A request for a leave of absence shall be in writing and signed by the employee and shall state the reason for the leave. An extension of up to five (5) months may be granted upon written request. Another extension of up to six (6) months may be granted upon written request. Seniority shall accrue during such leaves of absence.

For the purpose of this paragraph the County Administrator shall be the representative for the County Board of Commissioners.

Immediate supervisors will notify the County Administrator, in writing, of all leaves of absences that are granted.

(c) **Sick Leave.** The Employer shall grant to an employee with seniority, a leave of absence for up to one (1) year, provided that proof of illness of the employee or the illness of the employee's spouse or dependents, satisfactory to the Employer, is furnished from time to time upon request. Seniority shall terminate at the end of such period of leave unless the Employer extends the leave of absence for no more than six (6) additional months, in which event the seniority shall extend for a like period.

(d) **Maternity Leave.** An employee who becomes pregnant is required to file with the Employer during the first four months of her pregnancy a physician's statement setting forth the expected delivery date. The pregnancy leave shall begin at such time as the physician certifies that the employee can no longer continue working and shall terminate at such time as the physician certifies her ability to return to work. Termination of seniority, extension of leave of absence and length of the leave of absence shall be in accordance with Section (c).



(e) Replacement and Return from Leave. Employees returning from a leave of absence will be placed in a position to which their seniority entitles them.

All leaves of absence shall be without pay.

ARTICLE 22. EQUALIZATION OF OVERTIME:

(a) Overtime among full-time employees within the same classification, in the same department, and on the same shift shall be equalized whenever practicable. An employee excused from overtime shall be credited, for purposes of overtime equalization, with the overtime hours as if he had actually worked. Overtime imbalance shall be adjusted by giving the employee with the least amount of overtime hours an opportunity for overtime work to bring his overtime hours into balance.

(b) Overtime work occurring beyond an employee's regular shift shall be offered to the qualified employees then on duty in that classification with the least amount of overtime, it being understood that the least senior employee must take the assignment. The Employer will make every attempt to give as much advance notice of overtime work as possible to the employee(s) involved.

ARTICLE 23. UNION BULLETIN BOARDS:

The Employer will provide space on bulletin boards in each appropriate building, which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 24. JURY DUTY:

(a) An employee who serves on jury duty will receive the difference between their normal pay and what they get paid for jury duty.

(b) Employees subpoenaed by the Court as a witness shall receive the difference between their normal pay and what they get paid for being a witness.

ARTICLE 25. WORKERS' COMPENSATION:

All employees shall be covered by Workers' Compensation Insurance. The Employer reserves the right to return an injured employee back to work in a modified capacity at its discretion.

ARTICLE 26. HOURS OF WORK:

(a) The Employer will not change the present starting times or regular hours of work or the presently scheduled work week without (2) weeks prior written notice to the employee(s)



involved. Employees shall work all overtime hours in accordance with the terms of this Agreement. The Employer shall layoff employees before reducing full time employees in a department or departments to less than thirty (30) hours in a work week. (This last sentence shall apply only to the General Unit employees).

(b) Courthouse and MSU Extension employees, and the AFSCME position in the Sheriff Department, shall receive forty-eight (48) consecutive hours off per week, twenty-four (24) of which shall be Sunday. Supervisors and Library employees shall, subject to their work requirements and the needs of the Employer, receive days off as they have in the past.

(c) Employees who work (6) hours or more per day shall receive two (2) paid coffee breaks of fifteen (15) minutes each, one during each one-half of their shift at such times as are designated by the Employer. All other employees shall receive only one (1) fifteen-minute coffee break.

(d) All lunch periods shall be unpaid.

(e) The work week shall begin each Sunday at 12:01 a.m., and end the following Saturday at midnight.

(f) Seniority employees may bump a lesser seniority employee on another shift for the purpose of exercising shift preference provided the bumping employee has the necessary ability to perform the required work, and provided further, that the bumping employee shall remain on the other shift for no less than six (6) months.

(g) Call in Pay: Employees who are called in outside of their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1 1/2) their regular straight-time hourly rate, excluding supervisors.

**ARTICLE 27. SICK/PERSONAL LEAVE AND SHORT-TERM DISABILITY:**

(a) Employees shall earn one (1) day of sick leave credit for each month of service, with maximum accumulation of 110 days. Probationary employees accumulate sick leave credits; however, no paid sick leave may be taken or used until after one (1) year. Twelve (12) days shall be credited for this one (1) year's service at the start of the second year. Effective July 1, 1996, or as soon as the Employer can implement a short-term disability program as explained in paragraph (h) of this Article, all sick time accumulation will end and the employees existing bank of sick days will be frozen.

(b) Employees who retire or who quit, provided, however, that employees who quit must give the Employer two (2) weeks' advance written notice, shall be entitled to payment at their



straight-time hourly rate for accrued but unused sick days. If an employee dies, the Employer shall pay to the spouse or such person or persons the employee designates as next of kin, accrued but unused sick pay.

(c) Employees may use existing sick day accumulations as a supplement to the short-term disability policy and/or Workers' Compensation benefit to 100% of base pay.

(d) An employee with an existing bank of sick time will have the option during the term of this Contract to convert an Employer specified number of accumulated sick time hours to cash at the discounted rate of 85% value.

(e) In all cases of absence due to illness, the employee shall notify his/her immediate supervisor at least one (1) hour before the start of his/her scheduled shift. In the event the absence is three (3) days or more, the immediate supervisor may require a doctor's certificate before the employee returns to work. The immediate supervisor may also require a doctor's release to return to work.

(f) During the period an employee is off work on compensated sick leave, the Employer will continue to pay the employee's cost of hospitalization insurance.

(g) Employees who are hired after January 1, 1982, shall be treated as above except they shall be limited to pay-off of sixty (60) days or actual accrual, whichever is less.

(h) Effective July 1, 1996, or as soon as can be implemented, the Employer will implement a short-term disability policy for non-duty illness and injury. The policy will pay on 1st day accident, 7th day illness (calendar days). The benefit paid will be based upon 70% of previous years' gross income, less overtime, for a period of up to 26 weeks per occurrence.

(i) Effective July 1, 1996, or as soon as the short-term disability program is implemented as explained in paragraph (h) of this Article, each eligible employee will receive five (5) annual (calendar year) personal days. These days shall not accumulate. The personal days shall be taken in minimum increments of one-half (1/2) hour. The Employer will pay in January of the next year for up to three (3) days of unused personal time. This payment will be made to the employee at the straight time hourly rate they were receiving the previous December 31st. New employees will receive the five (5) personal days after one (1) year of service at a prorated rate based on the number of months remaining in the calendar year for which personal day eligibility begins.



**ARTICLE 28. FUNERAL LEAVE:**

(a) Upon the death of any member of the immediate family, as hereinafter defined, of any employee, such employee shall be entitled to three (3) days off with pay, provided, that such three (3) days shall be consecutive and include the day of the funeral. If the funeral is outside the State of Michigan, the employee shall be entitled to five (5) days off with pay, provided that the five (5) days shall be consecutive and shall include the day of the funeral. Immediate family is defined as spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, member of the employee's household, grandchild or grandparents, or step-child.

(b) Employees will be granted the day of the funeral, with pay, in the event of the death of a brother-in-law or sister-in-law, immediate Aunt or Uncle.

**ARTICLE 29. PREMIUM PAY:**

(a) Time and one-half the employee's straight-time hourly rate shall be paid to employees, except supervisors, for all hours worked in excess of seventy-five (75) in a bi-weekly pay period. Flex time will be allowed in accordance with the Manistee County Time Sheet Policy and Procedures which was adopted by the Board of Commissioners on Tuesday, September 28, 1993, with an effective date of Monday, October 25, 1993. All flex time must be used within the same payroll time period. It is understood that Manistee County does not recognize compensatory time for those employees whose requirements are controlled by the State and Federal statutes and regulations promulgated by Michigan's Department of Labor.

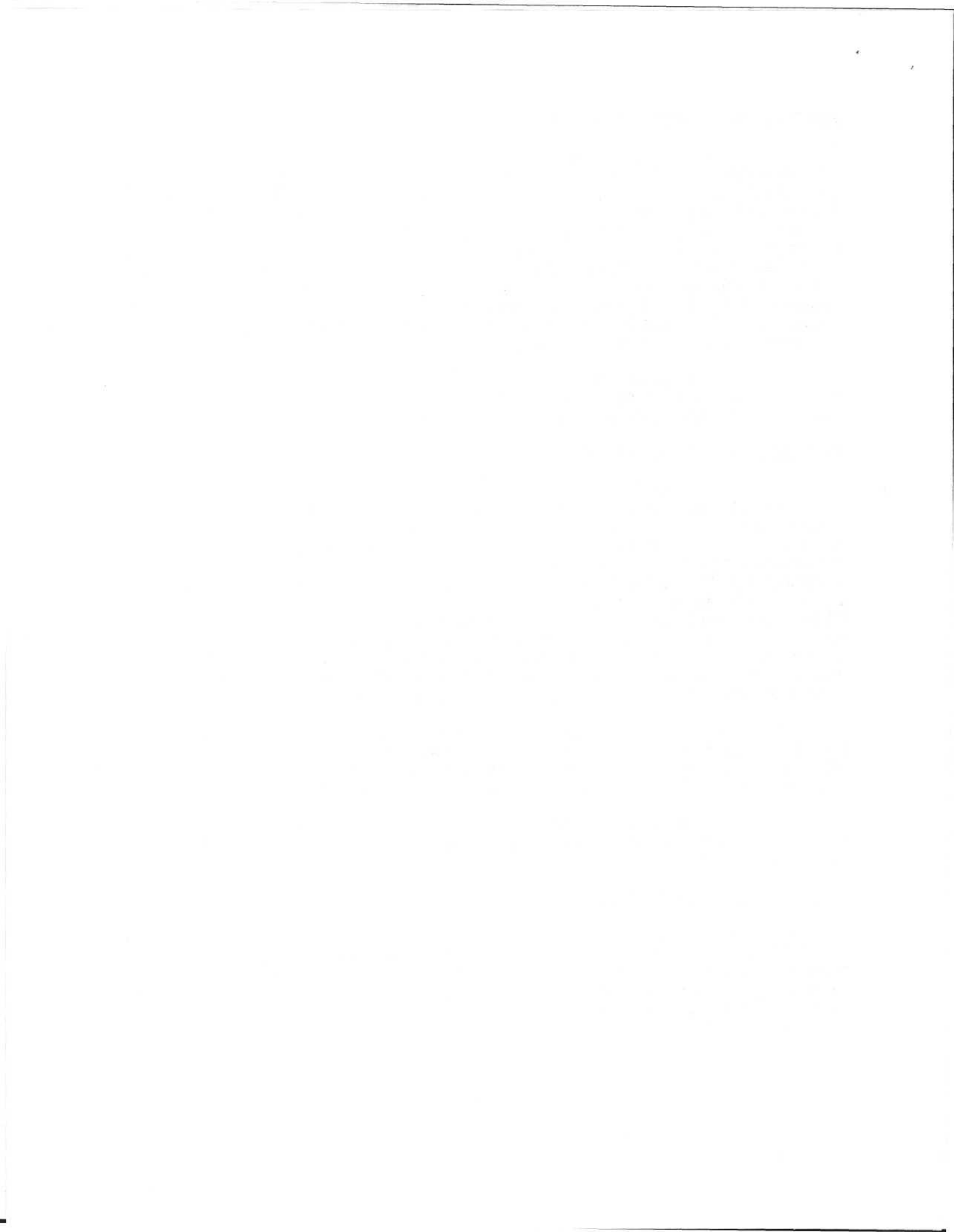
(b) The above shall apply to the Custodians and the AFSCME position in the Sheriff Department except they shall be paid time and one-half their straight-time hourly rate for all hours worked over eighty (80) hours in a bi-weekly pay period.

(c) Those supervisory employees determined to be exempt from overtime under the Fair Labor Standards Act shall not receive overtime pay.

**ARTICLE 30. HOLIDAYS:**

(a) All employees covered by this Agreement who qualify, as defined in paragraph (2) shall receive holiday pay at their straight-time hourly rate for the number of hours they are regularly scheduled to work for each of the holidays designated in paragraph (c) hereof.





(b) In order to qualify for holiday pay, the employee must have worked his scheduled workday prior to and following the holiday, unless off on paid leave or otherwise excused by the Employer.

(c) The following shall be holidays under this Agreement:

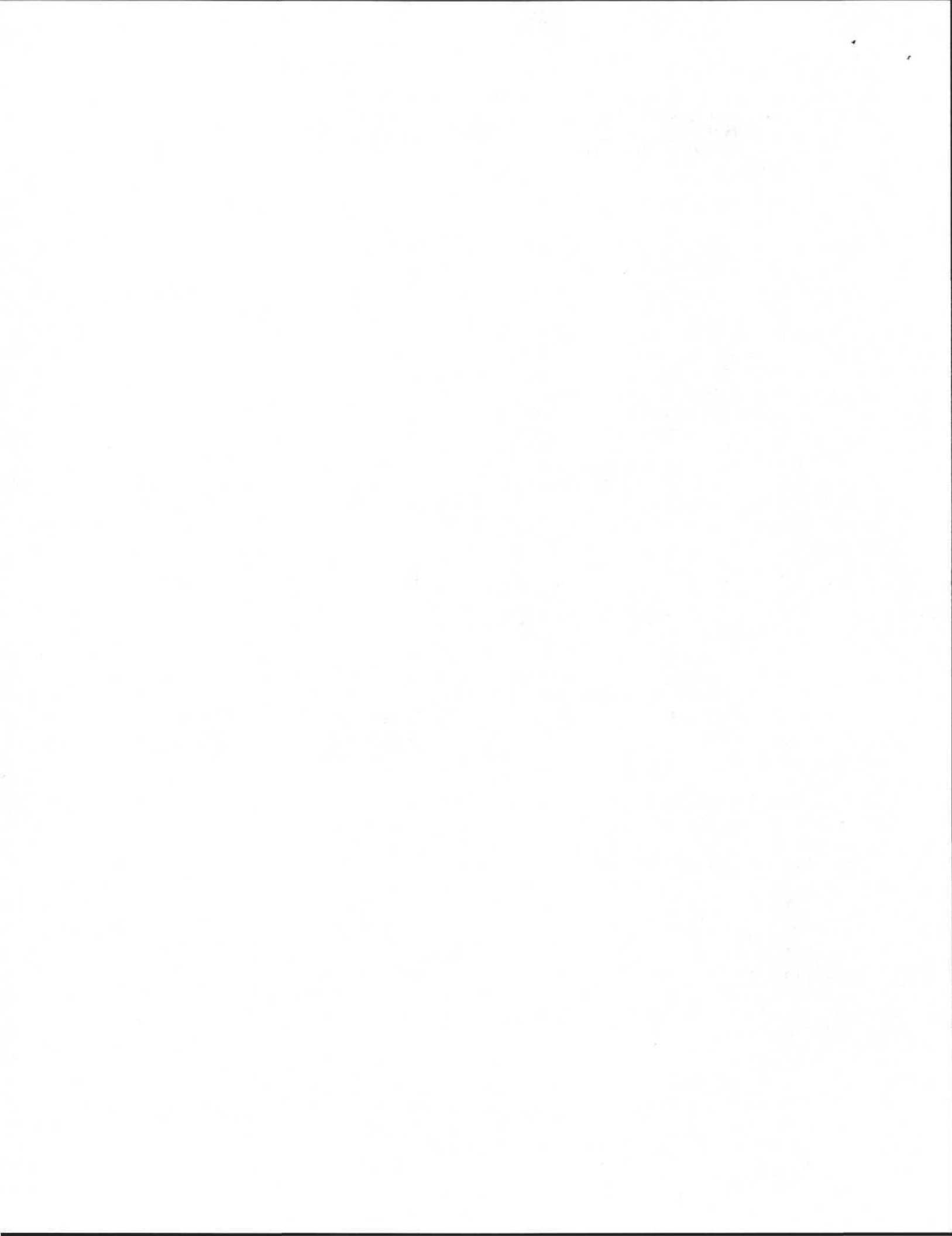
New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Good Friday (all day)  
Memorial Day  
Independence Day  
Labor Day  
Legally Designated Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
General Election Day  
Day before Christmas  
Christmas Day  
Employee's Birthday (When an employee's birthday and a holiday fall on the same day, the employee shall be granted another day off during the same pay period.)

(d) Employees who work on any of the holidays provided in Section (c) shall receive the holiday pay provided in section (a) plus their regular straight-time hourly rate for all hours worked on the holiday.

(e) If any of the holidays provided in Section (c) fall on a Sunday, it shall be celebrated on the following Monday; if on a Saturday, it shall be celebrated on the preceding Friday.

(f) Holiday pay shall not constitute hours worked for the purpose of computing overtime pay.

(g) All part-time employees covered by this Agreement who qualify as defined in Paragraph 2 shall receive Holiday pay at their straight-time hourly rate prorated based upon their regularly scheduled hours in the work week divided by the number of days in the work week. If the Holiday falls on their regularly scheduled work day, that employee shall receive Holiday pay for that day using the prorated formula. If the Holiday does not fall on a regularly scheduled work day, the employee shall be paid for hours based upon the prorated formula and in exchange work only those hours in which they did not receive Holiday pay on their next scheduled work day or their scheduled work day prior to the Holiday as long as this occurs within the same pay period.



(h) When a Holiday at the Library is in conflict with the normal scheduled work days, a floating day will be given to the affected employee.

**ARTICLE 31. VACATIONS:**

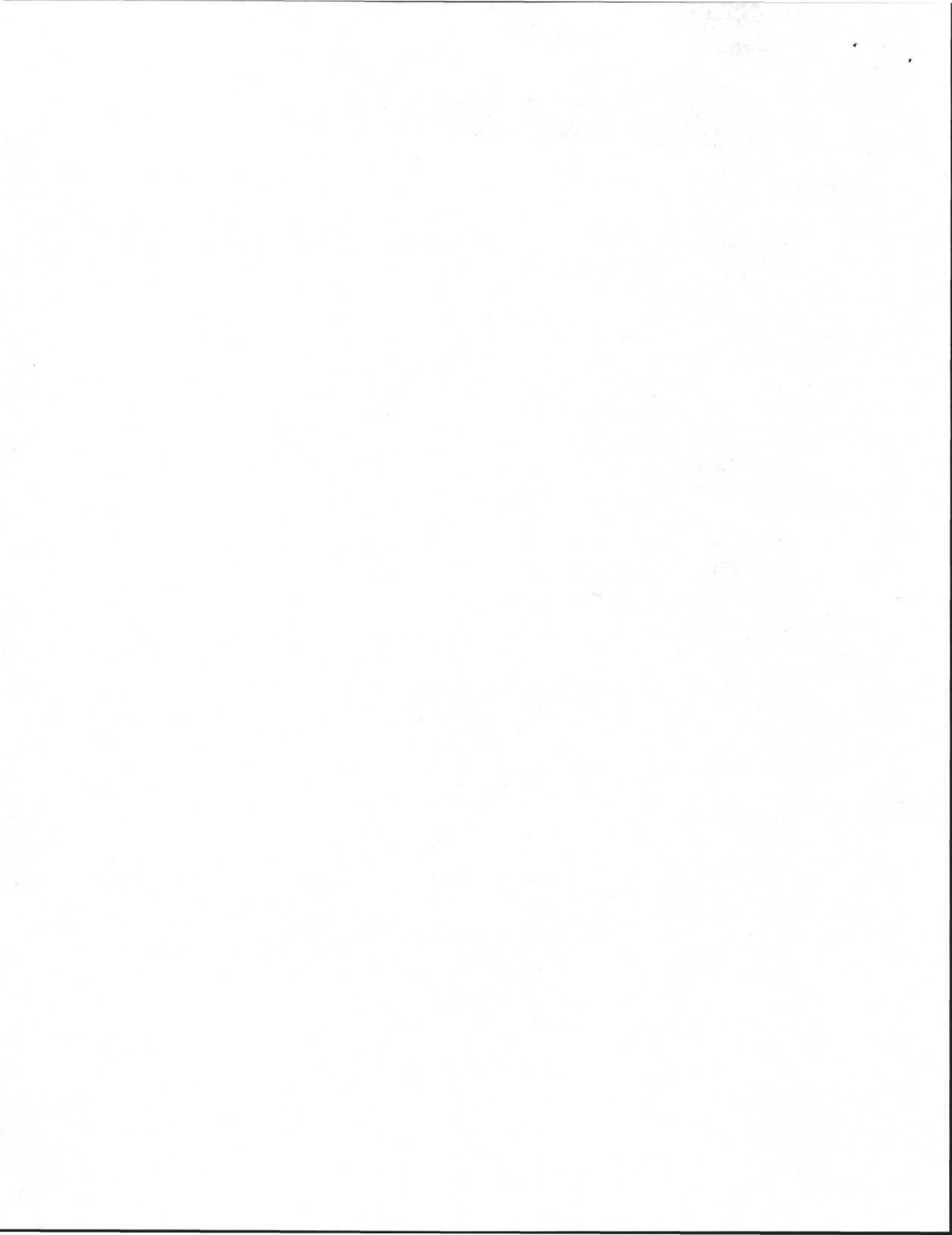
(a) All employees shall be entitled to vacation according to this Article. Vacation benefits shall accrue but the employee shall not be entitled to take such vacation until the completion of one (1) year's service.

(b) All employees during their first year of employment shall earn vacation using their date of hire. After completing one (1) year, all employees shall, during each calendar year, accrue vacation benefits which shall be used for vacation during the next succeeding calendar year. All employees who, in the calendar year, progress to the next vacation accrual level (i.e., complete five (5) years or ten (10) years of continuous service), shall receive an additional five (5) paid vacation days accrued on their anniversary date of hire. To be entitled to the vacation benefits provided in paragraph (2) hereof, an employee must have worked at least sixty percent (60%) of the employee(s) annual hours during the calendar year in which such benefits accrued. Employees who work less than the sixty percent (60%) during such accrual year shall receive benefits equal to the product of the ratio of actual hours worked and 60 percent of the employees annual hours, and the vacation days provided in paragraph (c) hereof. Holidays, paid sick leave days and vacation days shall be deemed days worked for purposes of this section.

(c) Subject to subparagraph (b) hereof, employees shall receive ten (10) paid vacation days after one (1) year of continuous employment; fifteen (15) paid vacation days after five (5) years of continuous employment; and, twenty (20) paid vacation days after ten (10) years of continuous employment. One vacation day's pay shall equal the product of the employee's regularly scheduled hours of work and the employee's straight-time hourly rate.

Notwithstanding subparagraph (c) above, an employee, in order to receive the maximum vacation day accrual for the first year of employment must have worked at least sixty percent (60%) of the employees annual hours during his first year of employment. If the employee has worked less than sixty percent (60%) of the employees annual hours, the first year's vacation shall be prorated as provided in paragraph (b) hereof.

(d) Employees must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. Vacation time not taken shall not accumulate and the employee shall not be paid for such days. A minimum of thirty (30) days



shall elapse between vacations taken in successive calendar years, unless otherwise approved by the employee's immediate supervisor.

(e) All vacations shall be taken in a minimum period of one week each, which shall be construed to be five (5) working days, unless the employee requesting the vacation is entitled to less than one week's vacation or other arrangements have been made, in advance with the Department Head.

(f) Employees should schedule vacations in advance by giving the Department Head at least thirty (30) days advance written notice. Scheduling of vacations will be worked out on a department basis. Employees who apply for vacation at the beginning of each year, on or before January 31, shall be given preference on the basis of seniority as to time of vacation. Thereafter, it shall be on a first-come basis.

(g) Employees who retire or who quit shall be entitled to payment at their straight-time hourly rate for accrued but unused vacation days. If an employee dies, the Employer shall pay to the spouse or that person or persons the employee designates as the next of kin, accrued but unused vacation pay. This section shall also apply to employees who are laid off.

(h) A full-time employee becoming a part-time employee will be paid for unused full-time vacation benefits at the beginning of the next year through full-time pay checks until full-time vacation is eliminated.

#### **ARTICLE 32. VACATION PERIOD:**

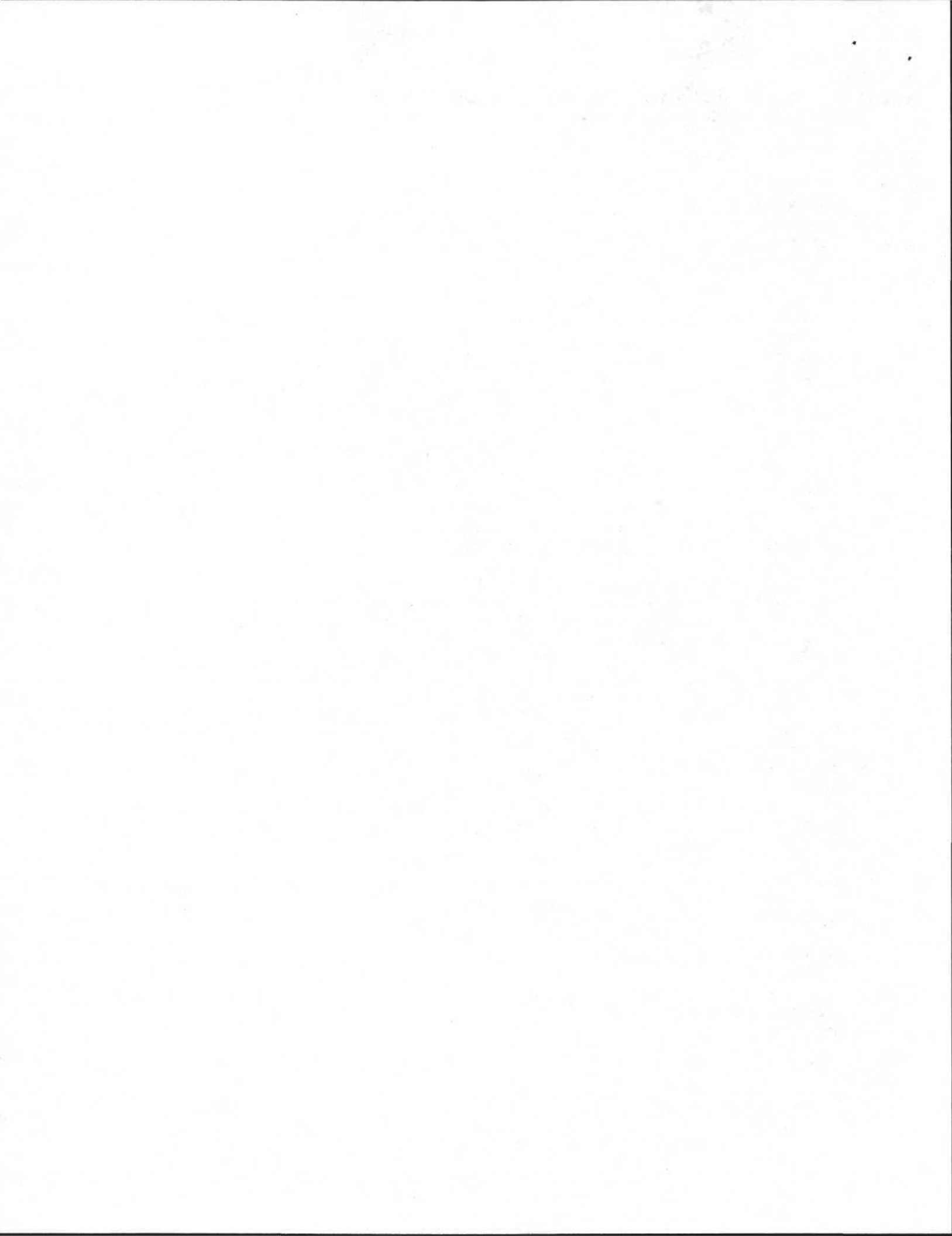
(a) When a holiday is observed by the Employer during a scheduled vacation, the vacationing employee will receive an extra day's pay, or the vacation will be extended one day, at the employee's choice.

(b) A vacation may not be waived by an employee and extra pay received for work during that period. Vacation time not taken shall not accumulate.

(c) If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his unused vacation days will be rescheduled at a later date.

#### **ARTICLE 33. PAY ADVANCE:**

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation.



(b) Rates during vacation: Employees will be paid their regular rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 34. HOSPITALIZATION MEDICAL AND DENTAL COVERAGE:**

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and their eligible dependents under the plan currently adopted by the Employer on July 1, 1982, as amended in previous Contracts and the current Contract. As soon as can be implemented after January 1, 1996, the Employer agrees to implement a Section 125 Cafeteria-style Benefit Plan. When implemented, the Employer agrees to provide each eligible employee sufficient funds necessary for the employee to purchase the current health, dental, life and short-term disability insurance benefit.

(b) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and their eligible dependents during an employee's absence on paid sick leave.

(c) The Employer agrees to pay the full premium for the employee and their eligible dependents for the co-payment prescription drug program. Effective July 1, 1996, or as soon as can be implemented, the prescription co-pay will be \$10.00 Legend drug/\$0.00 Generic drug/\$0.00 Mail Order Maintenance drug. The Plan will include Generic drug enforcement and the benefit will be paid only when the prescription is purchased at a Preferred Pharmacy.

(d) The Employer agrees to pay the full premium for the employee and eligible dependents for the cancer insurance presently available to employees.

(e) The Employer reserves the right to change the insurance carrier at any time provided the change does not reduce the benefits.

(f) Employees regularly scheduled to work nineteen (19) hours per week or less shall be entitled to insurance coverage under which they were covered on January 1, 1982, until December 31, 1982. Effective January 1, 1983, such employees shall be entitled to employee and spouse coverage until August 31, 1983, and shall be entitled to single subscriber only coverage effective September 1, 1983.

(g) Employees hired after January 1, 1982 and who are scheduled to work twenty-four (24) hours or less per week shall not be entitled to health insurance or fringe benefits as defined in Article 36(b) of this contract.





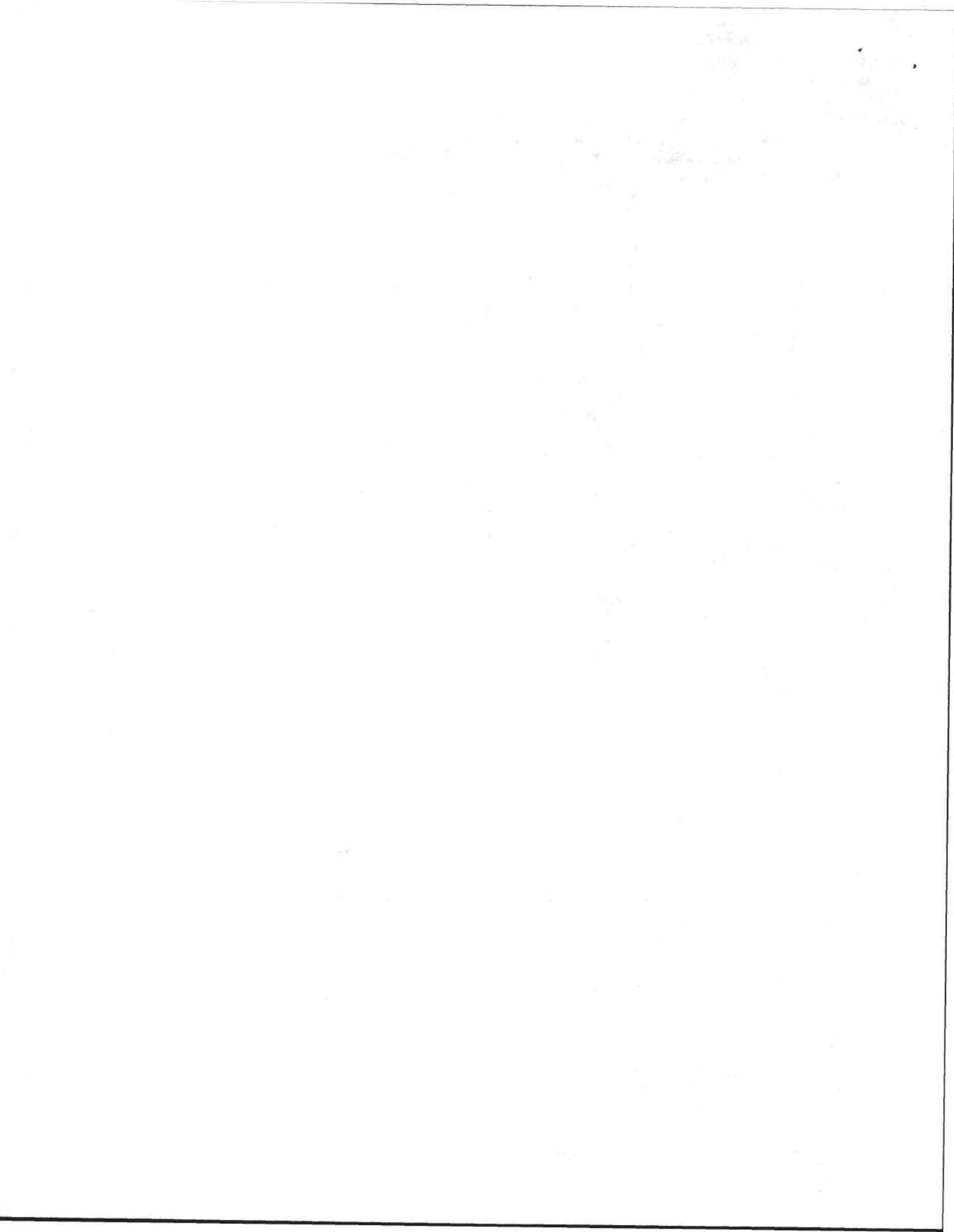
(h) Effective as soon as coverage can be implemented after January 1, 1984, the Employer agrees to pay the full premium for the employee and eligible dependents for a 50-50-50 with \$800 MBL dental program.

(i) All insurance coverages agreed to by the parties for new employees shall begin on the 1st day of the following month if their employment date began prior to the 15th day of the previous month. If employment began after the 15th, the new employee's coverage begins on the 1st day following the next full month. The employee must be actively at work during this waiting period to remain eligible. In the case of an extended period of sickness, an employee will remain on the County's insurance plans for a period of one year after sick days and vacation days have been exhausted. In the case of layoff, all insurance coverage will be terminated at the end of the month in which the employee was laid off. In the case of resignation, termination or discharge from employment, all insurance shall be terminated on the effective date of such resignation, termination or discharge. Insurance coverage for employees on Workers' Compensation shall continue for one (1) year from the last day of actual work. Employees returning to work in any of the cases listed above must comply with the minimum hours per week provision, regardless of hire date, as set forth in Article 34(g) to retain and/or regain fringe benefits. All part-time employees that have in excess of thirty (30) days of continuous employment shall be eligible for full-time fringe benefits on the day they become full-time employees.

(j) **Health Insurance Cost Containment Provisions:** Effective January 1, 1992, the County will implement the following changes to the employee health plan:

- A. Increase Paid Prescriptions from \$2.00/\$0.00 to \$5.00/\$0.00.
- B. Change the major medical co-payment from 90/10 to 80/20; co-insurance limit remains at \$1,000.00.
- C. Add a \$100.00 deductible to the hospital expense benefit.
- D. Add a voluntary Preferred Provider of Michigan Network to the plan.
- E. Add pre-existing conditions language to the Plan.

(k) **Health Insurance Language Provision:** Effective July 1, 1996, or as soon as can be implemented, the County will implement changes to the language for "When Dependent Coverage Begins", the definition of "Medically Necessary" and "When Coverage Begins"



for new employees as described in (i) above. All new language is set forth in Appendix B of this Contract.

**ARTICLE 35. LIFE INSURANCE COVERAGE:**

(a) Effective July 1, 1996 the Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$10,000 while employed.

**ARTICLE 36. COMPUTATION OF BENEFITS:**

(a) All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except as otherwise specifically provided. (See Article 34, Paragraph g).

(b) Fringe benefits are to mean health, life, dental, and cancer insurances, paid prescription and short-term disability insurance programs.

**ARTICLE 37. UNEMPLOYMENT INSURANCE:**

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement. This paragraph shall not limit the Employer in its selecting the manner of payment of required contributions to the Michigan Employment Security Commission.

**ARTICLE 38. SUPERVISORS OR ELECTED OFFICIALS:**

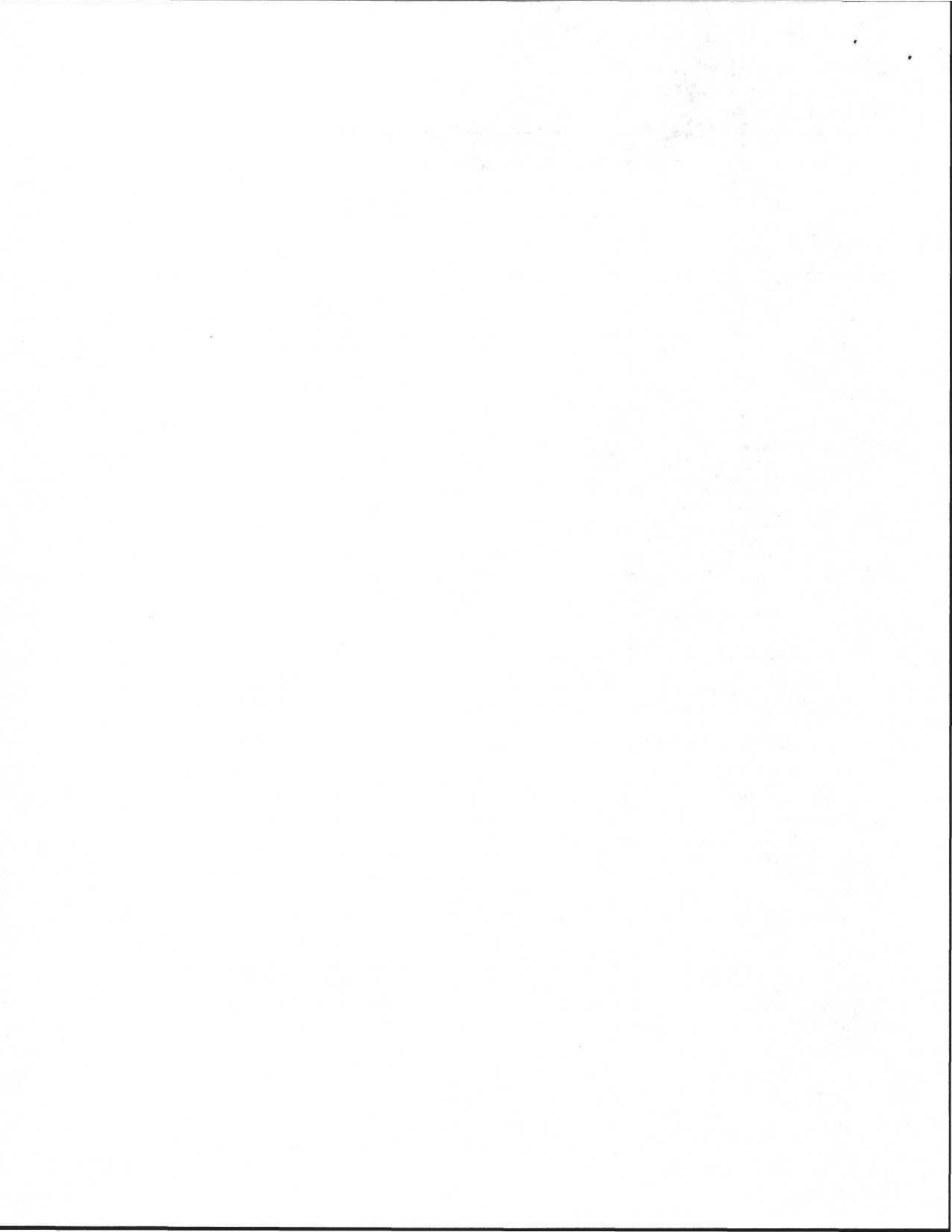
There shall be no contractual limitations on supervisors or elected officials performing work within their own departments.

**ARTICLE 39. CONSOLIDATION OR ELIMINATION OF JOBS:**

The Employer agrees that if it intends to consolidate any jobs within the bargaining unit, it will negotiate such consolidation with the Union prior to the effective date of such change. The Employer agrees to discuss with the Union any job elimination at least two (2) weeks prior to the effective date of same.

**ARTICLE 40. SUBCONTRACTING:**

The Employer reserves the right to subcontract to purchase any or all work processes or services when, in the determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed elsewhere.



**ARTICLE 41. TIME CLOCK/TIME SHEET REPORTING:**

The Employer agrees that within thirty (30) days of the ratification of the Agreement by both parties, to establish a standardized procedure regarding the use by all employees covered under this agreement of either time clocks or time sheets for hourly employees for the purpose of recording an employees hours of work. Such procedure shall be equally enforced for all employees covered under this Agreement. The Employer reserves the right, at any time, to establish rules concerning the use of time clocks and/or time sheets.

The following rules and regulations shall apply to the use of the time clocks:

- A. Employees shall punch in at the beginning and end of their shift and at the beginning and end of their lunch period.
- B. Employees punching in or out on other employees' time cards and the employee whose card is punched shall be subject to discipline.
- C. Mistakes occurring in the use of the time clock shall be immediately reported to the employee's immediate supervisor for correction.
- D. Time lost for tardiness will be based on fifteen (15) minute increments. A five-minute grace period is granted.

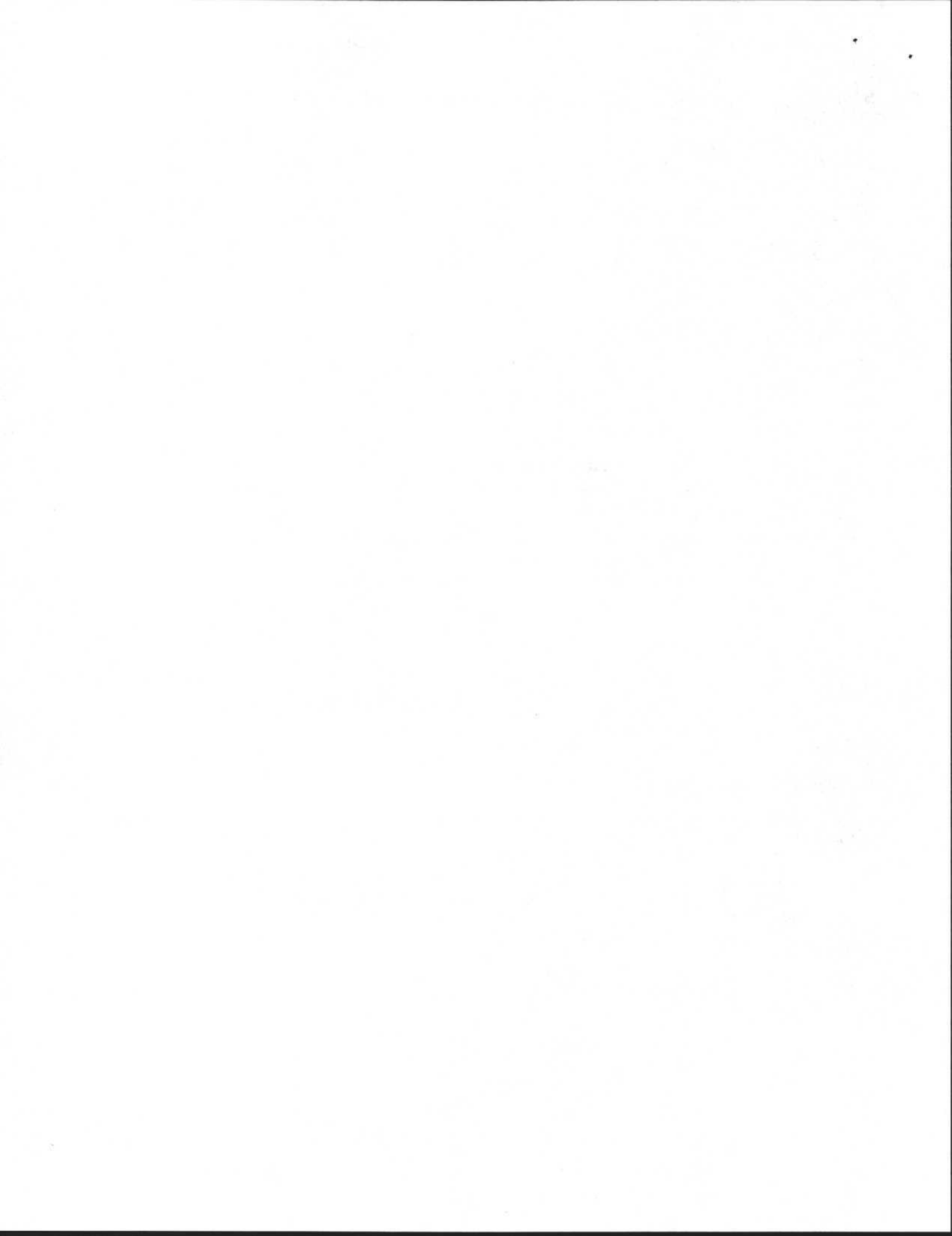
5 - 20 minutes late = 15 minutes deducted  
21 - 35 minutes late = 30 minutes deducted  
36 - 50 minutes late = 45 minutes deducted  
51 - 60 minutes late = 60 minutes deducted

**ARTICLE 42. PENSIONS:**

(a) The pension provisions now in effect for employees covered by this agreement shall be continued. Effective January 1, 1984, the employer will assume all of the employee contributions to the pension program. Effective January 1, 1992, an eight (8) year vesting period shall be added to the Plan (V-8). Effective July 1, 1996, the Employer will provide all eligible employees the MERS benefit B-2, FAC-5, V-8.

(b) Effective January 1, 1986, for the purpose of this article, the employee must work at least ten (10) four (4) hour days per calendar month to qualify for pension benefits.

(c) A participating municipality may exclude temporary employees from membership in the retirement system. The



participating municipality shall notify, in writing, each temporary employee excluded from membership. An employee shall not be designated a temporary employee if employed in a position normally requiring six (6) or more months of work.

**ARTICLE 43. COUNTY FACILITY CLOSURES:**

(a) If the Chairperson of the County Board closes County facilities due to inclement weather or some other unforeseen circumstance, and employees are given the option to leave work, employees shall be paid for only their regularly scheduled hours regardless if they remain at work or go home. If an employee is on vacation, personal or sick leave during the time the facility has been closed, the employee shall be required to use the vacation, personal, or sick day. If an office closes without action by the County Board Chairperson, employees of that office shall be required to use vacation time, personal time or take the time off without pay.

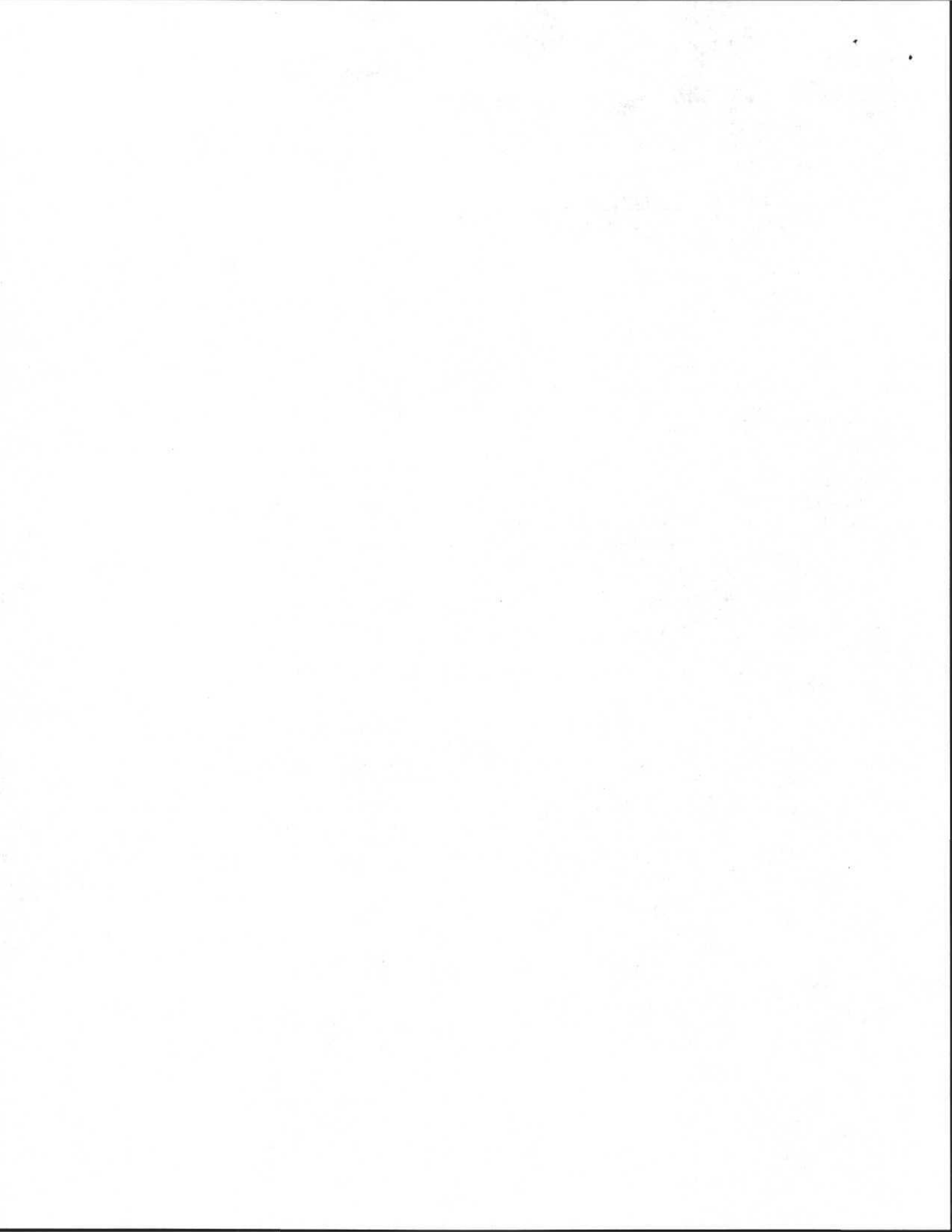
(b) During hours when the Courthouse is normally open, the Main Library will close whenever the Courthouse closes as explained in (a) above. Branch Libraries will be closed at the discretion of the Library Administrator. During hours when the Courthouse is normally closed, the Library will close at the discretion of the Library Administrator. Before closing for any reason, the Library Administrator will consult with the Manistee County Library Board President/member whenever possible.

**ARTICLE 44. TERMINATION AND MODIFICATION:**

This Agreement shall continue in full force and effect until December 31, 1998 with respect to Units 1 and 2.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- (c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.
- (d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.





- (e) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union to: Michigan Council #25, 1034 N. Washington Avenue, Lansing, Michigan 48906; or to any such address as the Union or the Employer may make available.
- (f) Notice of termination or modification for the Manistee County Employees shall be sent as provided in Section (e) above, but when notice is sent to the Employer, it shall be addressed to: Chairperson of the Board of Commissioners, 415 Third Street, Manistee County Courthouse, Manistee, MI 49660; and for Library employees, it shall be addressed to: Chairperson of the Manistee County Library Board, Manistee County Library, 95 Maple Street, Manistee, MI 49660; or to any such address as the Union or the Employer may make available to each other.

**ARTICLE 45. EFFECTIVE DATE:**


This Agreement shall become effective as of January 1, 1996 for Units 1 and 2.

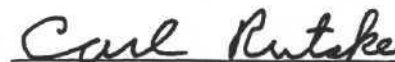
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

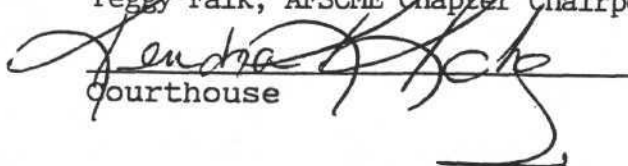
FOR THE UNION:

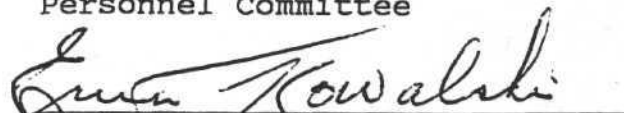
FOR THE COUNTY OF MANISTEE:

Unit 1:

  
 Peggy Falk, AFSCME Chapter Chairperson

  
 Carl Rutske, Chairperson  
 Personnel Committee

  
 Courthouse

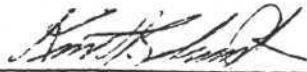
  
 Ervin Kowalski, Member  
 Personnel Committee

  
 Library

  
 Jeffrey Dontz, Member  
 Personnel Committee



Unit 2:



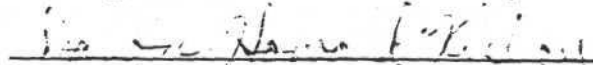
KURT H. SCHNEIDER  
SUPERVISORY UNIT.




Helen McCarthy, Member  
Manistee County Library Board




Thomas D. Kaminski  
County Administrator



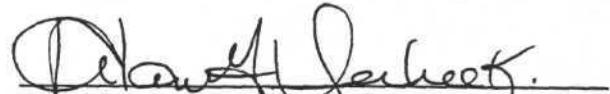
Dawn Kisley  
Library Administrator



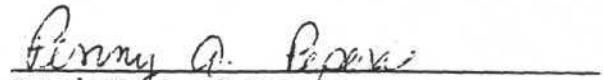
Prosecuting Attorney  
(Co-Employer)



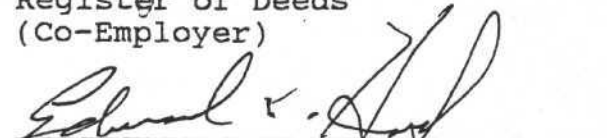
County Clerk (Co-Employer)



County Treasurer (Co-Employer)



Register of Deeds  
(Co-Employer)



Edward A. Haik, Jr.  
Manistee County Sheriff



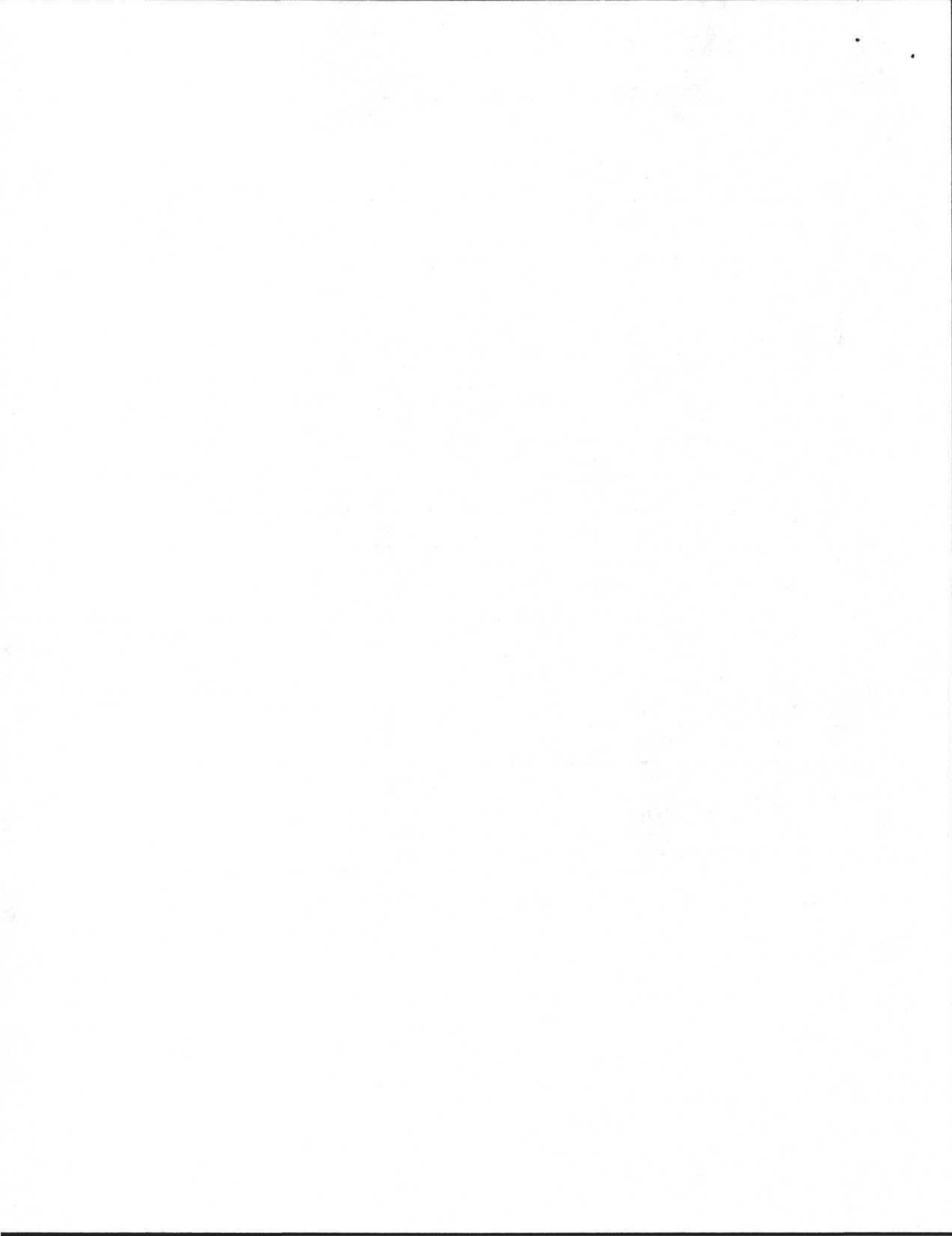
Barry Thurston  
Staff Representative  
Michigan Council #25 AFSCME



## APPENDIX A

## 1996 SALARY PROGRESSION SCHEDULE

PAY GRADE	MINIMUM (0-1)	STEP 1 (1-2)	STEP 2 (2-3)	STEP 3 (3-4)	MAXIMUM (4+)
1	6.87	7.376	7.69	8.07	8.47
2	7.37	7.68	8.02	8.41	8.84
3	7.72	8.06	8.41	8.81	9.26
4	8.01	8.36	8.75	9.17	9.63
5	8.28	8.64	9.04	9.47	9.94
6	8.64	9.01	9.43	9.87	10.36
7	8.99	9.38	9.81	10.27	10.79
8	9.45	9.85	10.30	10.79	11.33
9	9.92	10.34	10.83	11.33	11.90
10	10.40	10.86	11.35	11.89	12.48
11	10.93	11.39	11.91	12.48	13.10
12 H	11.74	12.25	12.81	13.42	14.09
12A	22,896	23,892	24,979	26,167	27,475
13	24,613	25,684	26,851	28,129	29,536
14	26,886	28,055	29,330	30,727	32,264
15	29,310	30,585	31,974	33,498	35,172
16	32,615	34,034	35,580	37,275	39,139
17	37,244	38,863	40,629	42,564	44,693



## 1997 SALARY PROGRESSION SCHEDULE

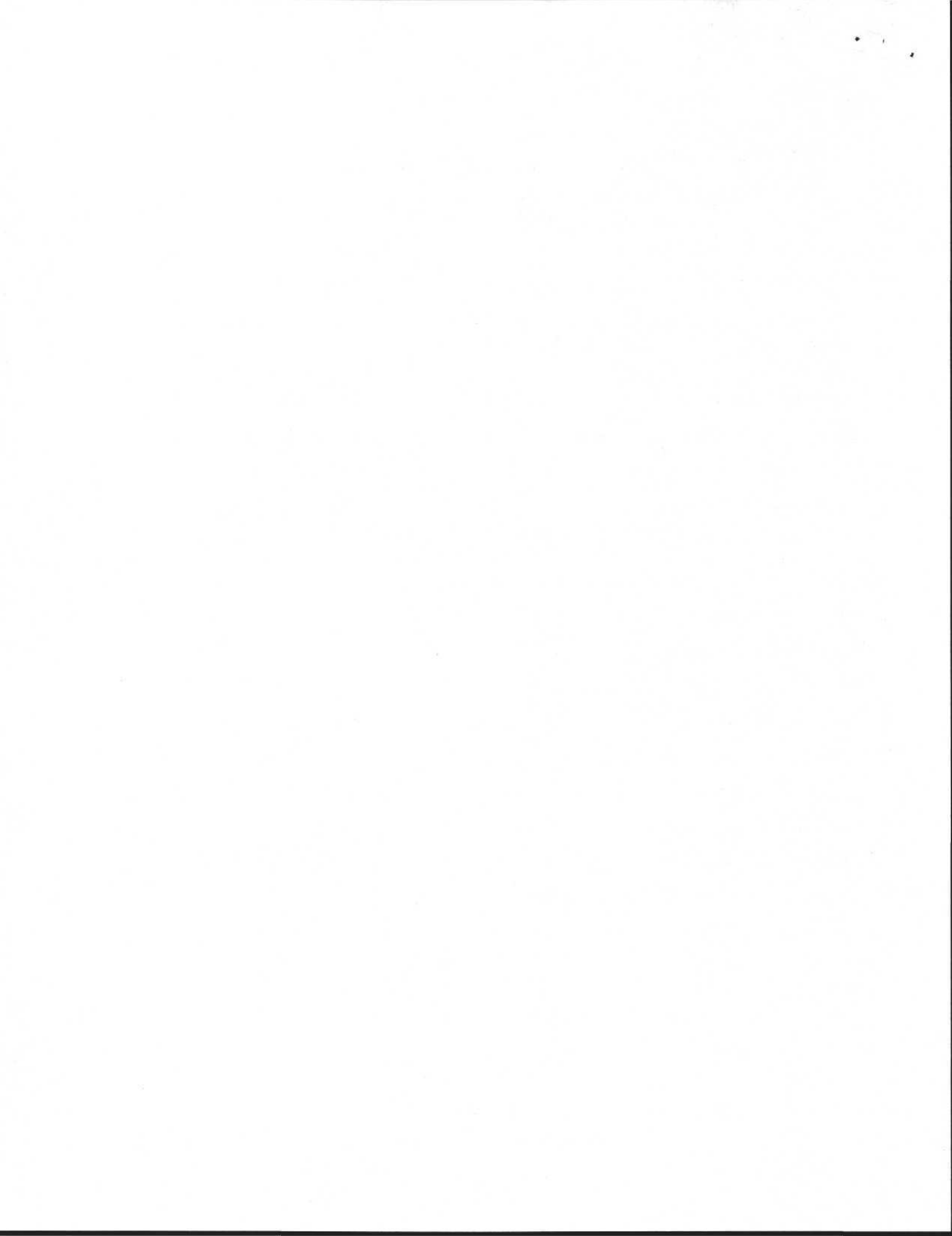
PAY GRADE	MINIMUM (0-1)	STEP 1 (1-2)	STEP 2 (2-3)	STEP 3 (3-4)	MAXIMUM (4+)
1	7.08	7.59	7.91	8.31	8.72
2	7.59	7.91	8.26	8.66	9.11
3	7.95	8.30	8.66	9.07	9.54
4	8.25	8.61	9.01	9.45	9.92
5	8.53	8.90	9.31	9.75	10.24
6	8.90	9.28	9.71	10.17	10.67
7	9.26	9.66	10.10	10.58	11.11
8	9.73	10.15	10.61	11.11	11.67
9	10.22	10.65	11.16	11.67	12.26
10	10.71	11.19	11.69	12.25	12.85
11	11.26	11.73	12.27	12.85	13.49
12 H	12.09	12.62	13.19	13.82	14.51
12A	23,583	24,609	25,728	26,952	28,299
13	25,351	26,455	27,657	28,973	30,422
14	27,693	28,897	30,210	31,649	33,232
15	30,189	31,503	32,933	34,503	36,227
16	33,593	35,055	36,647	38,393	40,313
17	38,361	40,029	41,848	43,841	46,034





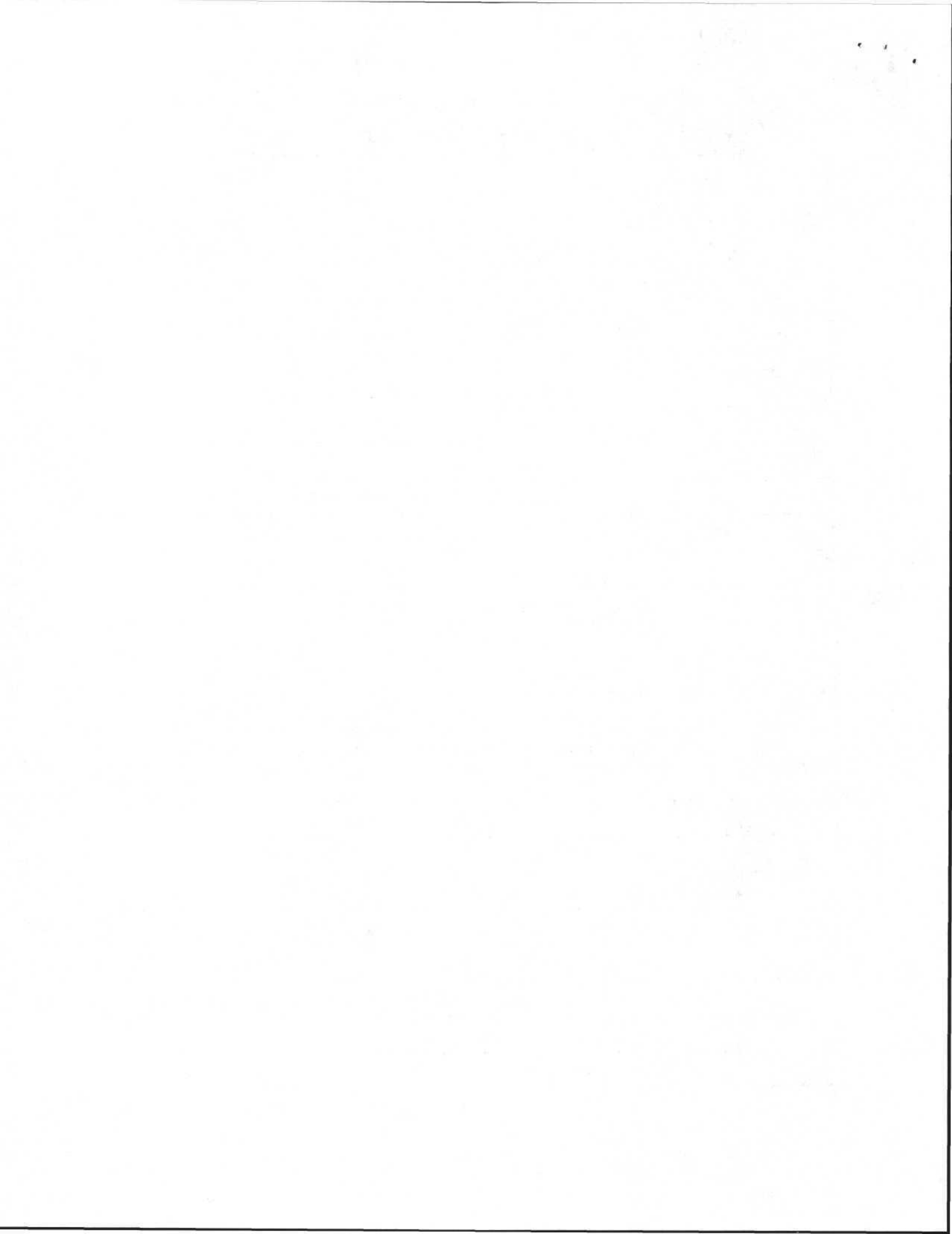
## 1998 SALARY PROGRESSION SCHEDULE

PAY GRADE	MINIMUM (0-1)	STEP 1 (1-2)	STEP 2 (2-3)	STEP 3 (3-4)	MAXIMUM (4+)
1	7.29	7.82	8.15	8.56	8.98
2	7.82	8.15	8.51	8.92	9.38
3	8.19	8.55	8.92	9.34	9.83
4	8.50	8.87	9.28	9.73	10.22
5	8.79	9.17	9.59	10.04	10.55
6	9.17	9.56	10.00	10.48	10.99
7	9.54	9.95	10.40	10.90	11.44
8	10.02	10.46	10.93	11.44	12.02
9	10.53	10.97	11.50	12.02	12.63
10	11.03	11.53	12.04	12.62	13.24
11	11.60	12.08	12.64	13.24	13.90
12 H	12.45	13.00	13.59	14.24	14.95
12A	24,290	25,347	26,500	27,761	29,148
13	26,112	27,249	28,487	29,842	31,335
14	28,524	29,764	31,116	32,598	34,229
15	31,095	32,448	33,921	35,538	37,314
16	34,601	36,107	37,746	39,545	41,522
17	39,512	41,230	43,103	45,156	47,415



## APPENDIX A, Cont.

PAY GRADE	JOB TITLE	UNIT
1	Vacant	
2	Assistant Custodian	General
3	Custodian	General
	Circulation Clerk	Library
4	Technician - Register of Deeds	General
	Clerk - Treasurer's Office	General
	Library Periodical Clerk	Library
	Office Assistant	General
	Prosecuting Attorney Part-time Clerk	General
5	Library Processing Clerk	Library
	Custodian - Library	Library
	Secretary - MSU Extension	General
	Branch Library Clerk	Library
	Payroll Clerk	General
6	Planning Dept. Secretary (Level I)	General
	Maintenance Custodian	General
	Police Secretary	General
7	Prosecution Services Coordinator	General
	Reference Librarian	Library
	Deputy Register of Deeds	General
	Property Description Specialist	General
	Deputy County Clerk	General
	Deputy County Treasurer	General
	Admin. Secretary - Prosecuting Atty	General
	Juvenile Register	Probate



APPENDIX A, Cont.

PAY GRADE	JOB TITLE	UNIT
7, Cont.	Probate Register	Probate
8	Assistant to Planning Director (Level II)	General
9	Programming and Youth Collections Coordinator	Library
	Maintenance Leadperson	General
10	Appraiser	General
	Director of Library Services	Supervisory
11	Emergency Management Coordinator	Supervisory
12	Vacant	
14	County Planner	Supervisory
15	Director of Equalization	Supervisory

All base rate percentage increases for 1996 will be calculated from the 1995 agreed upon wage progression schedule.

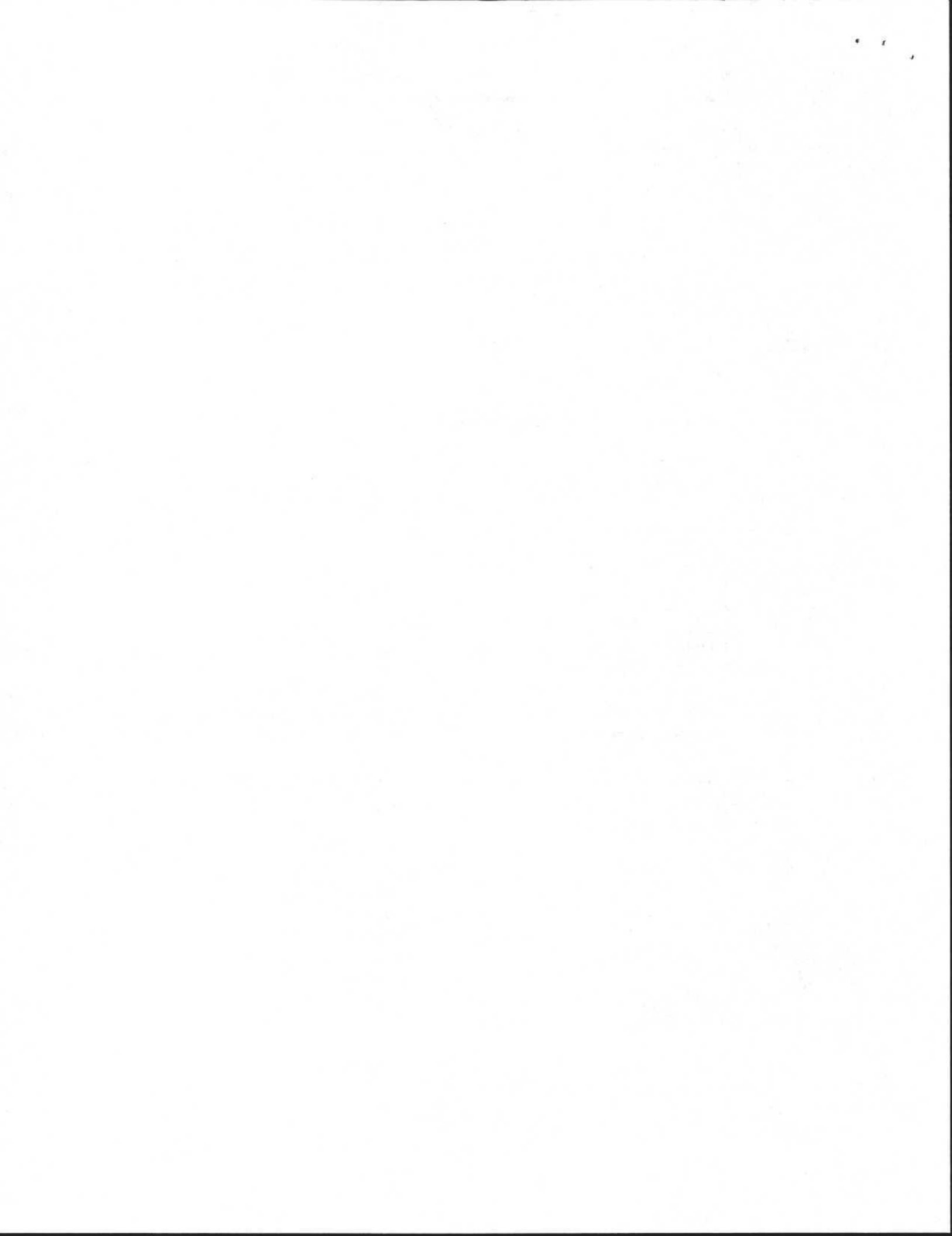
All retroactive pay increases, if any, shall apply only to current active employees at the time the Contract is signed.

It is agreed that the wage steps in the wage classification system shall follow the schedule listed below:

Minimum	=	0 - 1 year
Step 1	=	1 - 2 years
Step 2	=	2 - 3 years
Step 3	=	3 - 4 years
Maximum	=	4+ years

This change will become effective January 1, 1996.

During the first six (6) months of employment, an employee shall be considered probationary and shall receive the Step 1 rate of pay for the classification in which he/she is working.



APPENDIX A, Cont.

All wage increases shall take effect annually on January 1st during the term of the Contract. Those employees whose current hourly wage is higher than that of the classification they are in shall receive 75% of all wage increases until such time as the wage and pay grade classification match.

Effective January 1, 1992, it is agreed upon that an employee in the Assistant Custodian wage classification shall step up to the Custodian wage classification after two (2) consecutive years of satisfactory service as an Assistant Custodian.





## NEW LANGUAGE FOR COUNTY HEALTH PLAN

## ARTICLE 34. HOSPITALIZATION MEDICAL AND DENTAL COVERAGE

(k) Health Insurance Language Provision: Effective July 1, 1996, or as soon as can be implemented, the County will implement changes to the language for "When Dependent Coverage Begins", the definition of "Medically Necessary" and "When Coverage Begins" for new employees as described in (i) above.

1. When Dependent Coverage Begins**CURRENT LANGUAGE:**

If an Employee becomes covered, the Plan provides coverage for eligible, enrolled family dependents. This includes the employee's spouse and unmarried children until the end of the year in which they reach age 19 -- or to the end of the year in which they reach age 25 if they remain unmarried, dependent on the employee as defined by the Internal Revenue Code of the United States, are a full-time student attending a college or university and they legally reside with the Employee.

Eligible children include the employee's own children, legally adopted children, step-children, foster children and other children living with the employee and dependent on the employee for support. Sponsored dependents are not covered.

For dependents covered until they reach age 25, due proof that the dependent child continues to qualify as an eligible dependent must be furnished to the Plan Supervisor as it reasonably requires.

NOTE: If an employee's child is mentally retarded or physically handicapped when coverage would terminate due to his/her age, coverage may be continued by submitting to the Plan Supervisor within thirty-one (31) days prior to termination, written proof that their child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and the child is chiefly dependent upon the employee for support and maintenance. The coverage on the child may be continued, but not beyond the termination of such incapacity and such dependence. Under no circumstances will mental illness be considered a cause of incapacity nor will it be considered a basis for continued coverage.

Becoming Eligible

Each dependent spouse or child will be eligible for coverage on the later of these dates:



APPENDIX B, Cont.

1. The date on which the employee's coverage begins,
2. The date he/she becomes an eligible dependent.

Any dependent confined to a hospital or other medical facility (by reason other than his/her birth therein) when he/she could normally become eligible for coverage, will become eligible only upon discharge from the hospital or other medical facility.

**NEW LANGUAGE:**

An employee's dependent children are eligible for coverage under the Employee Health Benefit Plan until the end of the year in which they turn age 19.

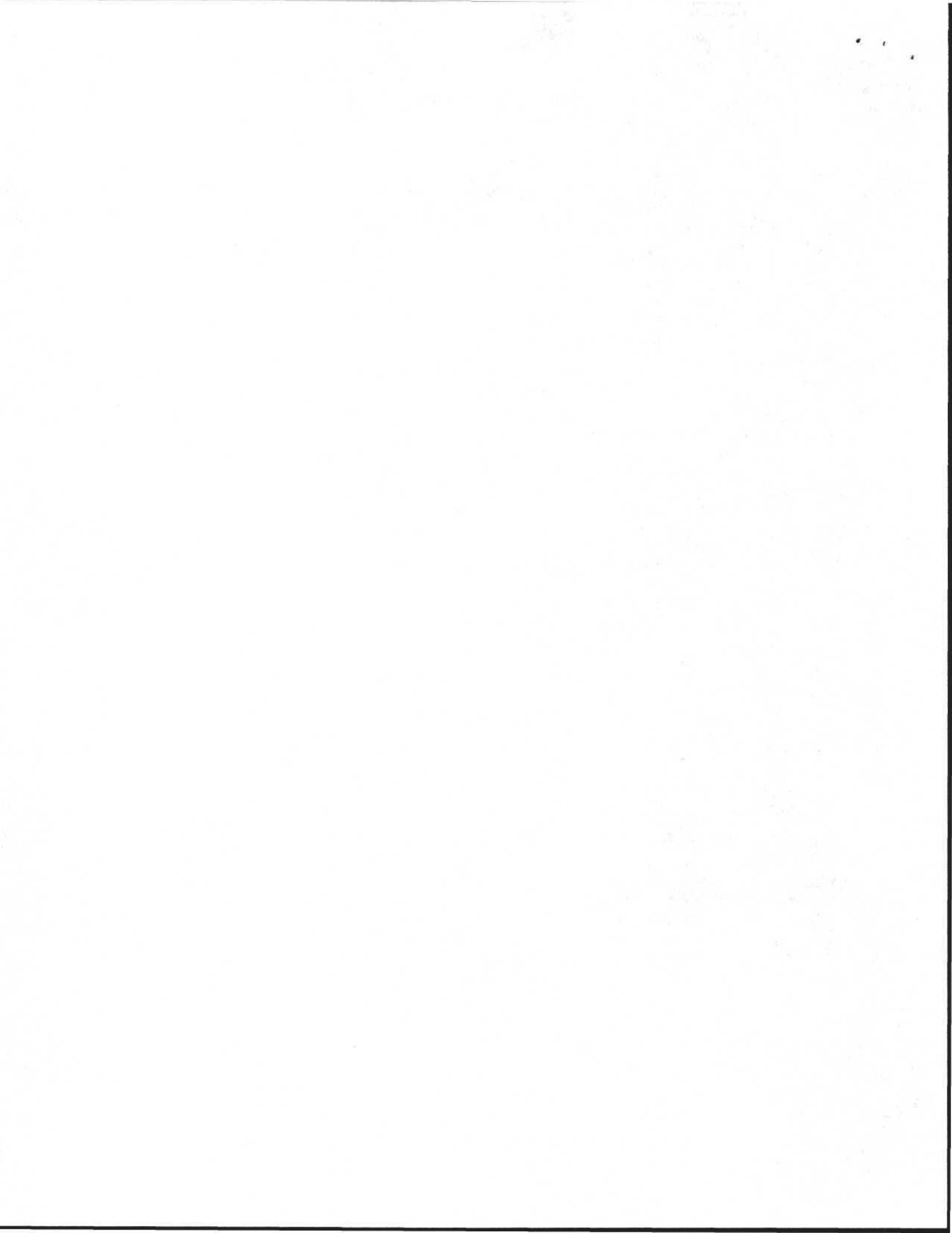
In order for a dependent child to be eligible for coverage between the ages of 19 and 25, they must meet all of the following requirements:

1. Unmarried.
2. Dependent on the employee for more than half of his/her support.
3. A member of the employee's household.
4. Related by blood to the employee, marriage or adoption.
5. A full-time student for at least five months of the year or had a gross income of less than four times the personal exemption amount identified by the Internal Revenue Service. (For 1994, the basic personal exemption amount was \$2,540.)

2. Medically Necessary

**CURRENT LANGUAGE:**

Medically Necessary means health care services, supplies or treatment which, in the judgment of the attending physician, is appropriate and consistent with the diagnosis and which, in accordance with generally accepted medical standards, could not have been omitted without adversely affecting the patient's condition or the quality of medical care rendered.



**NEW LANGUAGE:**

Effective July 1, 1996, the language shall be changed to add more information regarding Medically Necessary that appears in the Definition Section of the Plan Document. It shall read as follows:

Medically Necessary

Medically Necessary means that a service, medicine or supply is necessary and appropriate for the diagnosis or active treatment of an Illness or Injury based on generally accepted current medical practice.

To be Medically Necessary, Covered Expenses must be:

- rendered in connection with Injury or Illness;
- consistent with the diagnosis/treatment of the condition;
- in accordance with standards of good medical practice; and
- Provided at the most appropriate level of care or in the most appropriate level of care or in the most appropriate type of health care facility. Only the participant's medical condition is considered in determining which level of care or type of health care is appropriate. Medically Necessary is the criteria by which the Plan determines the necessity of medical service and treatment under the Plan.

A service, medicine or supply will not be considered Medically Necessary if:

- it is provided only as a convenience;
- it is not appropriate treatment for the diagnosis;
- it exceeds, in scope and duration or intensity, that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment;
- it is part of a plan of treatment which is considered Investigative, Experimental or for research purposes; and
- it involves the use of a drug or substance not formally approved by the U.S. Food and Drug Administration, even if approval is not required.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, by itself, make the service Medically Necessary.



3. When Coverage Begins

**CURRENT LANGUAGE:**

When Coverage Begins and Ends

When an Employee's Coverage Begins:

Becoming Eligible

- \* 1. New Employees are eligible for coverage when they have been actively at work for a continuous period of thirty (30) days.
- 2. Must be a full-time Employee working twenty-four (24) hours or more a week.
- 3. Any Retired Employee of the County or Commissioners is eligible under this Plan.

Becoming Covered

If an Employee enrolls for coverage within thirty-one (31) days following the day they become eligible, they will be covered on the day that they become eligible.

If an Employee enrolls for coverage more than thirty-one (31) days after the date they become eligible, they will be covered on the first day of the month following approval of their application.

An Employee must be actively at work on the day that their coverage is to become effective. If they are absent from work because of bodily injury or sickness on that day, they will be covered on the day they return to active work. To be considered actively at work for coverage purposes, they must be physically able to perform their normal duties for a regularly scheduled work day at the time they report to work.

**NEW LANGUAGE:**

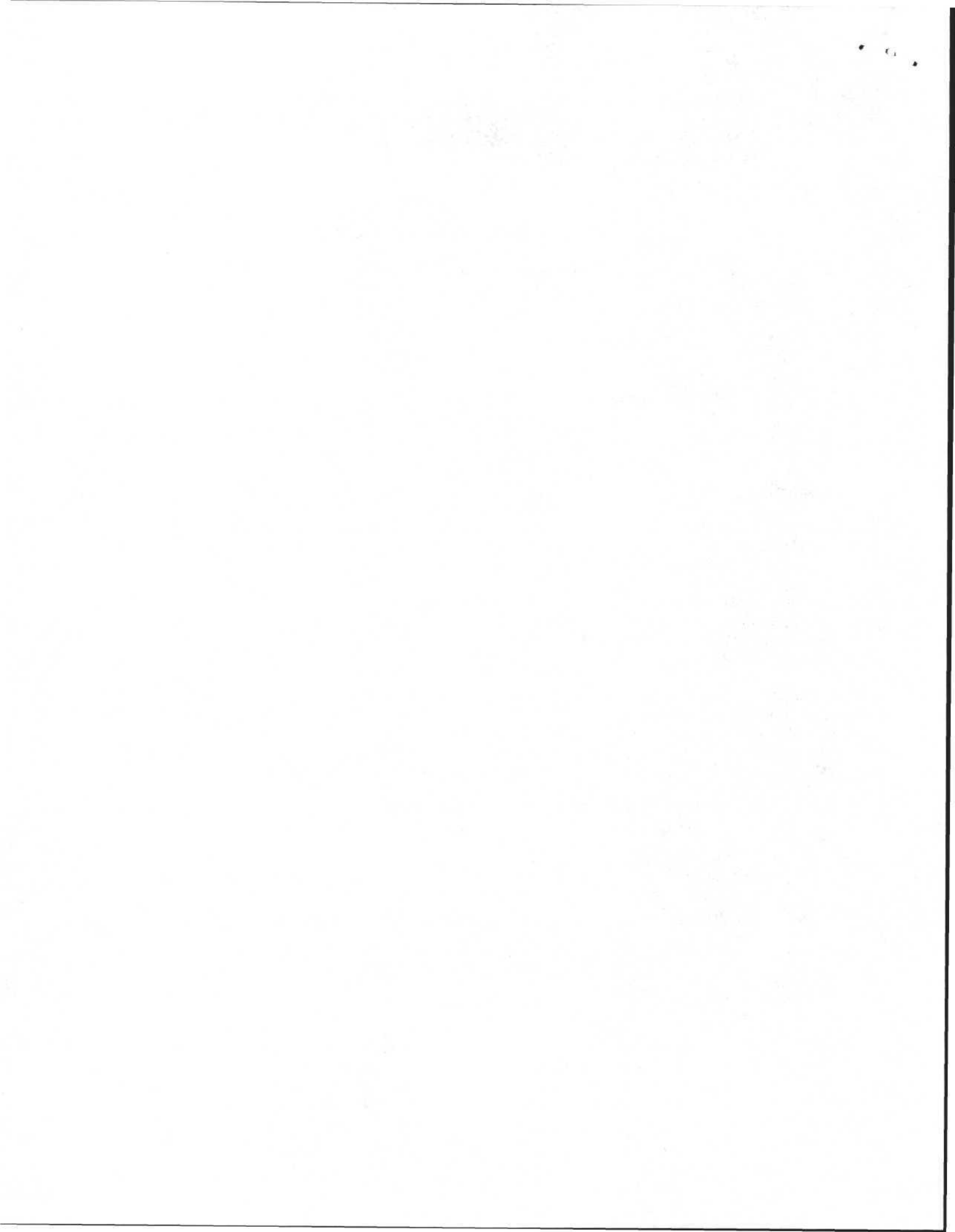
When Coverage Begins and Ends

When an Employee's Coverage Begins:

Becoming Eligible

- \* 1. New Employees are eligible for coverage on the 1st day of the following month if their employment date began prior to the 15th of the previous month. If employment began after the 15th, the new employee's coverage begins on the 1st day following the next full month.





APPENDIX B, Cont.

The employee must be actively at work during this waiting period to remain eligible.

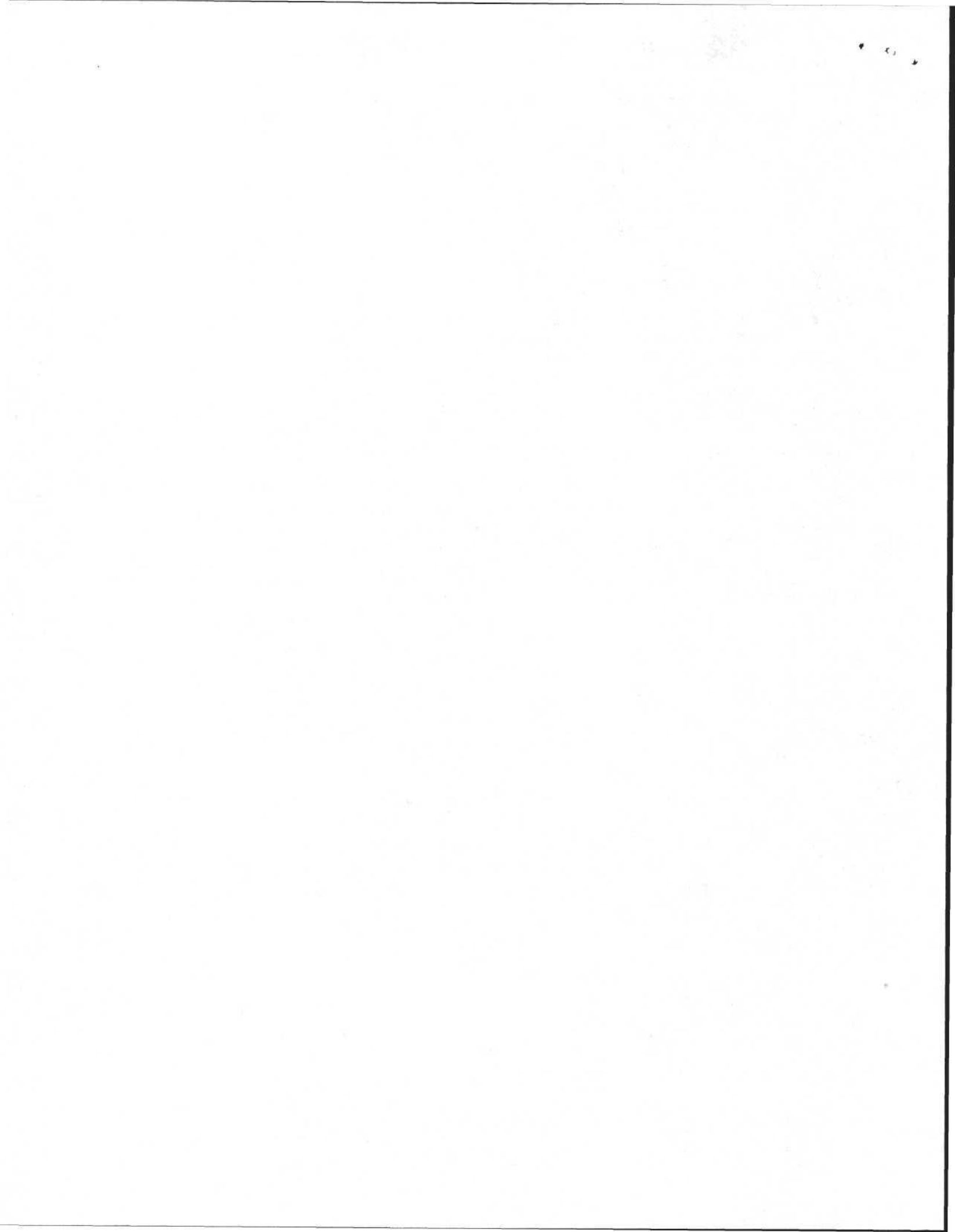
2. Must be a full-time Employee working twenty-four (24) hours or more a week.
3. Any Retired Employee of the County or Commissioners is eligible under this Plan.

Becoming Covered

If an Employee enrolls for coverage within thirty-one (31) days following the day they become eligible, they will be covered on the day that they become eligible.

If an Employee enrolls for coverage more than thirty-one (31) days after the date they become eligible, they will be covered on the first day of the month following approval of their application.

An Employee must be actively at work on the day that their coverage is to become effective. If they are absent from work because of bodily injury or sickness on that day, they will be covered on the day they return to active work. To be considered actively at work for coverage purposes, they must be physically able to perform their normal duties for a regularly scheduled work day at the time they report to work.



LETTER AGREEMENT

AMONG THE MANISTEE COUNTY BOARD OF  
COMMISSIONERS AND THE MANISTEE COUNTY  
PROBATE COURT AND LOCAL 2810, AFFILIATED  
WITH MICHIGAN COUNCIL NO. 25, AFSCME, AFL-CIO

During the conduct of negotiations which resulted in a Collective Bargaining Agreement effective January 1, 1989, the parties mutually agreed to the following:

1. Bargaining unit employees may continue, on the same basis as they participated prior to January 1, 1989, in the "Wellness Program" provided by the Manistee County Health Department. In the event that employee participation in the Wellness Program no longer is available to bargaining unit employees, for any reason, including increased costs to the employer, the employer and the union agree to meet and discuss alternatives to bargaining unit employees participation in the Wellness Program.

2. If available at no additional cost to the employer, the employees may, at their expense, elect to purchase term life insurance in excess of the term life insurance provided by the employer.

MANISTEE COUNTY BOARD OF COMMISSIONERS

BY *Donald Grant*  
Its Personnel Committee Chairman

BY *Thomas D. Kaminski*  
Thomas D. Kaminski  
Its County Administrator

MANISTEE COUNTY LIBRARY BOARD

BY *Helen D. McCarty*  
Its Chairman

MANISTEE COUNTY PROBATE COURT

BY *John R. O'Neil*  
Manistee County Probate Judge

LOCAL 2810, AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25, AFSCME, AFL-CIO

BY *Leonard J. DeFenhaus*  
Its Staff Representative



LETTER OF UNDERSTANDING

This Letter of Understanding will resolve all previous discrepancies regarding increased vacation days after continuous employment of five and ten years and will be considered an addition to Article 31 of this Contract.

The parties agree that increased vacation referred to in Article 31.(c) shall be awarded to each employee on January 1, of the year in which an employee's anniversary date occurs. Additional vacation days for continuous years of employment shall not be prorated and will not be awarded on the employee's anniversary date, rather, for purposes of this Agreement and ease of record keeping, the employee shall receive the additional days on January 1, of the employee's anniversary year. If employment is terminated prior to the actual anniversary date in that particular anniversary year, the increased vacation days will be deducted from the final payroll and/or sick time due to the employee at termination.

MANISTEE COUNTY BOARD OF COMMISSIONERS:

By: *Donald Grant*  
Donald Grant  
Its Personnel Committee Chairman

By: *Thomas D. Kaminski*  
Thomas D. Kaminski  
Its County Administrator

MANISTEE COUNTY LIBRARY BOARD:

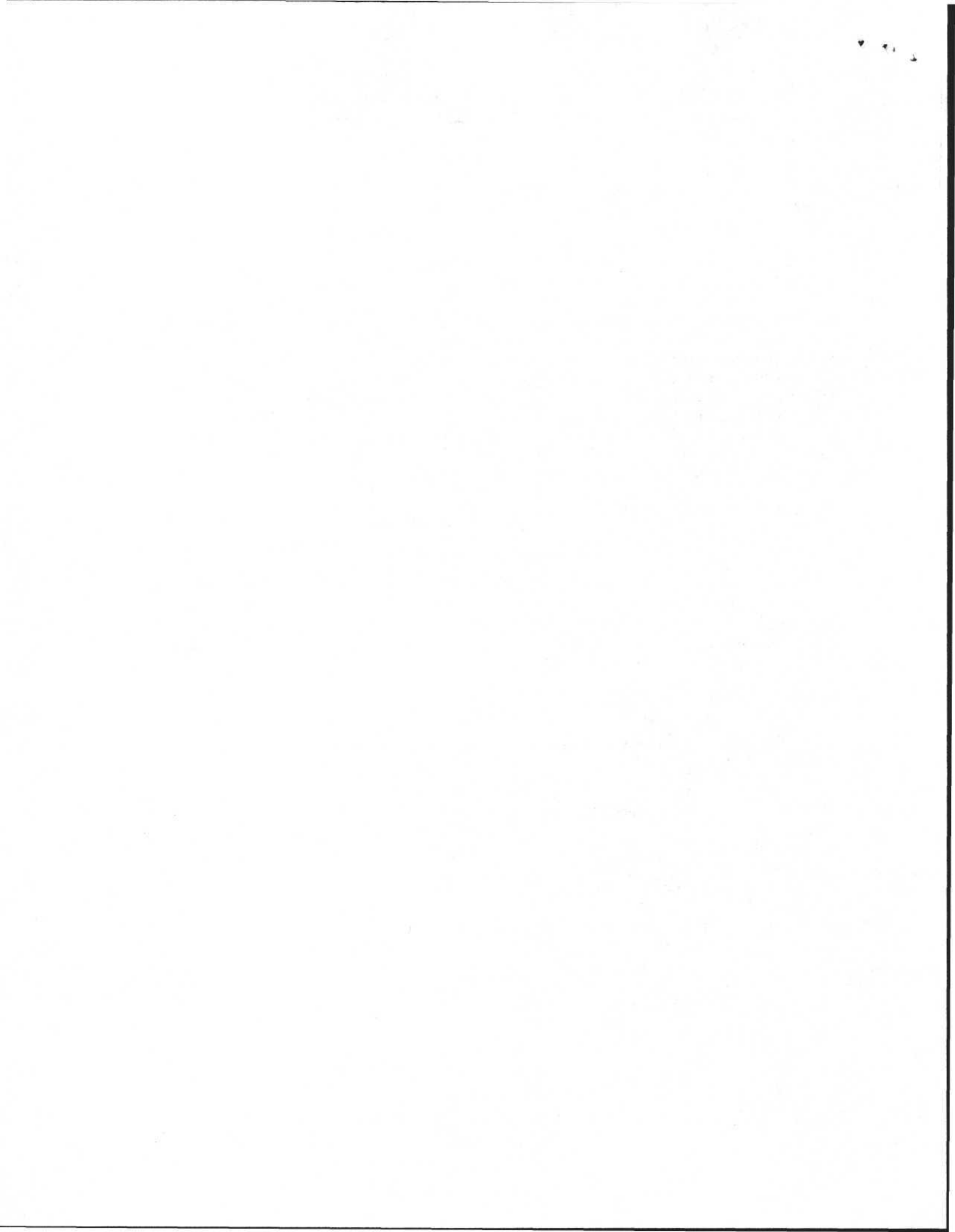
By: *Helen McCarthy*  
Helen McCarthy  
Its Chairman

MANISTEE COUNTY PROBATE COURT:

By: *John R. DeVries*  
John R. DeVries  
Manistee County Judge of Probate

LOCAL 2810, AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25, AFSCME, AFL-CIO:

By: *Leonard Defenbaugh*  
Leonard Defenbaugh  
Its Staff Representative



ADDENDUM

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF MANISTEE

AND

THE MANISTEE COUNTY PROBATE COURT

AND

MANISTEE COUNTY EMPLOYEES CHAPTER;  
MANISTEE COUNTY SUPERVISORS CHAPTER;  
AND THE MANISTEE COUNTY PROBATE COURT EMPLOYEES CHAPTER  
OF LOCAL #2810, AFFILIATED WITH MICHIGAN COUNCIL #25,  
AFSCME, AFL-CIO

The parties hereto undersigned agree that the following shall be a part of the Collective Bargaining Agreement as if incorporated therein.

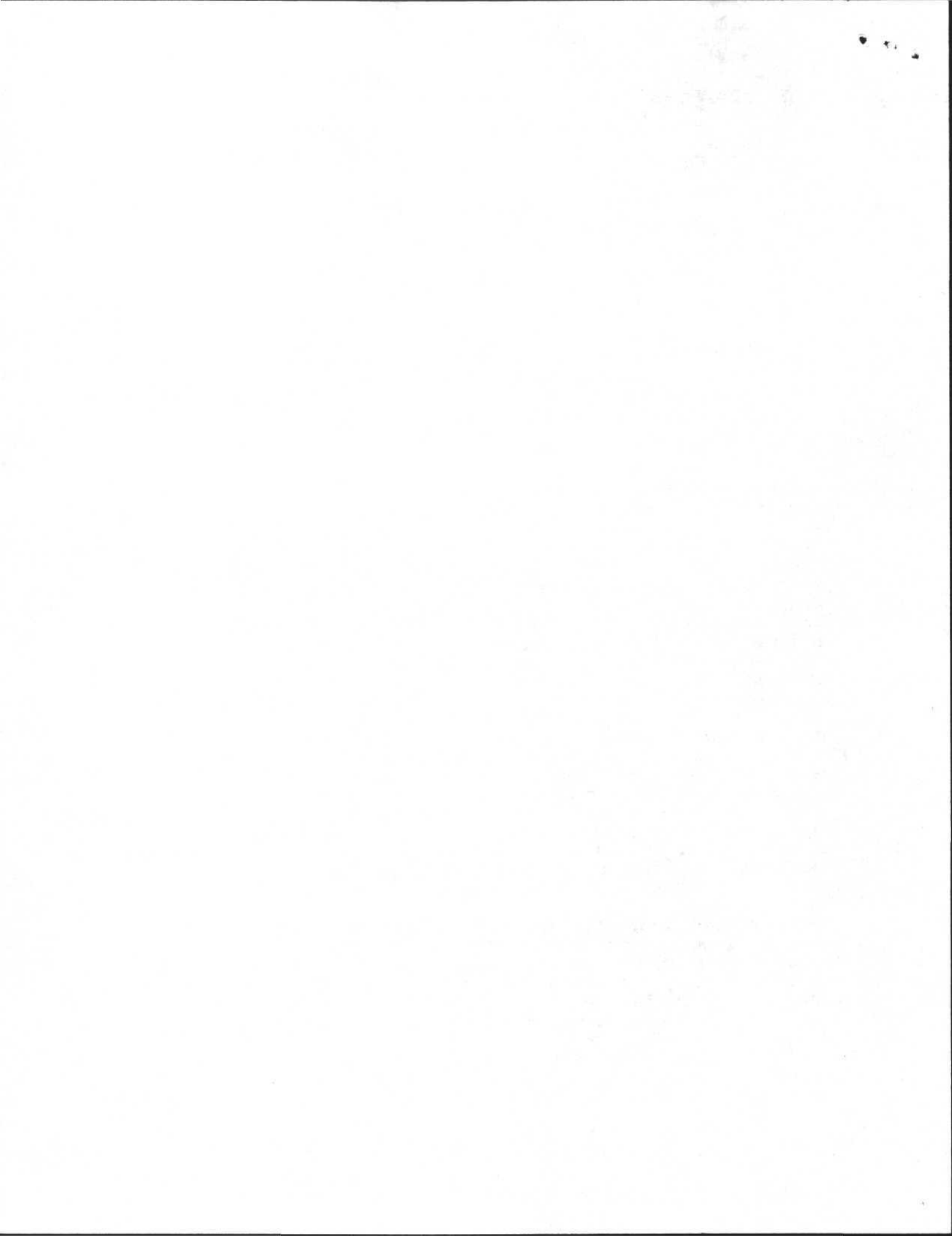
Effective this 1st day of January, 1995, the following provisions shall take effect:

The parties agree to implement 50% of the Job Classification and Compensation Program (commonly referred to as the Rye Study) by increasing the 1994 base rate of the wage and then increasing the new base rate by the contractual Cost of Living percentage increase. It is agreed that the attached schedule of In-Range Salary Progressions will be accepted as proposed in the Rye Study and the time in years for moving within this schedule shall be five (5) years as proposed by the County. This schedule shall remain in effect for the remainder of the present Contract. It is agreed that all employee positions shall remain within the pay grade recommended in the Rye Study with the exception of the Prosecution Services Coordinator position which shall be moved from Pay Grade 6 to Pay Grade 7 as recommended by the Personnel Committee on December 2, 1994. (Recommended Rye Study pay grade schedule attached to this Agreement.)

It is agreed that the contractual probationary rate for new-hires will no longer be in effect as of January 1, 1995 and for the remainder of the Contract. New-hires in 1995 will be paid at the specified job classifications minimum rate, plus COLA. The probationary period of time, however, will remain at six (6) months as contractually agreed upon.

Employees transferring from one job classification to another job classification shall be required to accept the new pay grade rate using the 50% Rye Study results plus COLA formula. The employee





shall be placed in the pay grade step based upon his/her years of service with the County. The probationary contractual language in ARTICLE 17(d) shall remain in effect for purposes of this Agreement.

The formula which shall be used to calculate wages for 1995 is as follows:

(100% Rye Study Pay Grade and Step Rate for Position - 1994 Rate for Position) x 50%) + 1994 Rate for Position) x COLA Percentage increase = New 1995 Rate

If the New 1995 Rate < Current 1994 Rate

Then

Current 1994 Rate x COLA Percentage = New 1995 Rate

(Current Employee 1995 Wage List Attached.)

In witness whereof, the parties hereto have set their hands and seals this day and year as described below.

MANISTEE COUNTY BOARD OF COMMISSIONERS

By: Donald Grant 12/22/94  
Donald Grant, Chairman Date  
Personnel Committee

By: Thomas D. Kaminski 12/20/94  
Thomas D. Kaminski Date  
County Administrator

MANISTEE COUNTY LIBRARY BOARD

By: Helen D. McCarthy  
Helen D. McCarthy, Chairman Date

MANISTEE COUNTY PROBATE COURT

By: John R. DeVries 12-20-94  
John R. DeVries Date  
Judge of Probate

LOCAL 2810, AFFILIATED WITH MICHIGAN COUNCIL NO. 25, AFSCME, AFL-CIO

By: Barry Thurston  
Barry Thurston Date  
AFSCME Staff Representative

By: Joseph Showalter  
Joseph Showalter Date  
AFSCME Chapter Chairperson

