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12/31/2001

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

*Manistee County*

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, 1999

Termination Date: December 31, 2001

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# **AGREEMENT**

THIS AGREEMENT entered into on this 1st day of January, 1999, 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 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

<small>FIRST NAME</small>		<small>INITIAL</small>
<small>LAST NAME</small>		
<small>STREET NUMBER</small>		<small>STREET NAME AND DIRECTION</small>
<small>CITY</small>		<small>ZIP CODE</small>
<small>AREA CODE</small>	<small>TELEPHONE</small>	<small>CLASSIFICATION</small>

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SIGNATUREEMPLOYER'S COPYDATE

**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).
    - (a) The Employer will be notified of the names of the alternate stewards who will serve only in absence of a regular steward.
    - (b) 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 Controller/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 Controller/Administrator within seven (7) working days after the response of Step 1 is due. Upon presentation, the County Controller/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 Controller/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 Article 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. For purposes of this paragraph, Union-wide shall mean all employees of the AFSCME Manistee County Employees Chapter (Unit #1) and Manistee County Supervisors Chapter (Unit #2).
- (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 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 Paragraph (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, 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: All departments which include employees of the AFSCME Manistee County Employees Chapter (Unit #1) and the Manistee County Supervisors Chapter (Unit #2).
- (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 an absence from the job for three (3) working days or more, or from an employee's trying out a vacant job under Article 17. A Department Head may request a temporary transfer within their Department by submitting a written request for approval to the County Controller/Administrator's Office prior to the transfer taking place. 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 Pay Grade classification temporarily transfers to a lower Pay Grade classification, they shall receive their current Pay Grade and Step rate of pay. When an employee of a lower Pay Grade classification temporarily transfers to a higher Pay Grade classification, they shall receive ninety (90%) percent of their current Step in the higher Pay Grade classification, or their former rate of pay, whichever is greater, for the first twenty (20) working days in the higher Pay Grade classification. Thereafter, they shall receive 100% of their current Step in the higher Pay Grade classification.



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 Paragraph (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/she is aware of his/her 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 Controller/Administrator shall be the representative for the County Board of Commissioners.

Immediate supervisors will notify the County Controller/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) **Family and Medical Leave.** (Manistee County Family and Medical Leave Policy adopted by the Board of Commissioners on Tuesday, August 16, 1994 attached hereto and incorporated herein as Attachment A.)

An employee who has worked for the Employer at least twelve (12) months (and worked at least 1,250 hours in that period) may apply for a leave of absence pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:

1. To care for a newborn son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, son, daughter, or parent of an employee who has a serious health condition; or
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Any eligible employee will be granted up to twelve (12) unpaid work weeks of leave during a 12-month period for leaves granted under FMLA and according to the Manistee County Family and Medical Leave Policy.

- (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 two (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, 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 six (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: When a Department Head calls an employee in to work during non-scheduled work hours that are outside of their regular shift, they shall receive a minimum of two (2) hours pay at time and one-half their regular straight-time hourly rate. Supervisors do not qualify to receive call-in pay.

**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. All sick time shall be taken in minimum increments of one (1) hour. Effective January 1, 1997, the Employer will implement a short-term disability program as explained in Paragraph (H) of this Article, and all sick time accumulation will end and the employee's 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 Agreement 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 January 1, 1997, the Employer will implement a short-term disability policy for non-duty illness and injury. All regular, permanent part-time and full-

time County employees are eligible for Disability Income Benefits. The Plan excludes all temporary, seasonal or occasional employees and those employees hired under separate employment contracts and/or agreements. The waiting period under the Plan will be 1st day accident, 7th day illness (calendar days). The benefit will be paid at 70% for a period of up to twenty-six (26) weeks per occurrence and figured using the employee's gross weekly pay based upon the current rate of wage/salary and normal work week not to exceed 37.5 hours per week or 40 hours per week, excluding bonuses, longevity, commissions, separate contracts, overtime and any other miscellaneous income.

- (I) Effective January 1, 1999, each eligible employee will receive six (6) annual (calendar year) personal days. Part-time employees will receive six (6) annual (calendar year) personal days at a prorated rate based upon the previous years' actual hours worked. New employees will receive six (6) personal days after one (1) year of service at a prorated rate based upon the number of months remaining in the calendar year. Personal days shall not accumulate. Personal days shall be taken in minimum increments of one (1) hour. All personal time must be requested and approved by the Employer. Employees will endeavor to give the Employer as much advance notice of use as possible, but not less than forty-eight (48) hours, unless sick or emergency. 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 and will be based upon their regularly scheduled hours in the work week divided by the number of days in the work week.

**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 employee's spouse; child; father; mother; brother; sister; present mother-in-law or father-in-law; member of the employee's household; grandchild; grandparents; present or step-child.
- (B) Employees will be granted the day of the funeral, with pay, in the event of the death of the employee's present son-in-law or daughter-in-law, present brother-in-law or sister-in-law, or 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 thirty-seven and one-half (37.5) in a work week. 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 forty (40) in a work week.
- (C) Effective Sunday, April 25, 1999, 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 forty (40) in any work week. Holidays, paid sick days, paid personal days, funeral leave, and vacation days shall be deemed days worked for purposes of calculating overtime pay. Flex time will be allowed in accordance with the Manistee County Time Sheet Policy and Procedures adopted by the Board of Commissioners. 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.
- (D) Job classifications in the executive, administrative, and/or professional structure fall within the definition of exempt under the Fair Labor Standards Act and shall not receive overtime pay. Exempt employees shall receive a salary representative of payment in full for services rendered inclusive of required or voluntary extra hours worked. Those supervisory employees currently classified as exempt from overtime include:
  - 1. County Planner,
  - 2. Equalization Director,
  - 3. Emergency Management Coordinator,
  - 4. Director of Library Services.
  - 5. Any other positions determined to be exempt under Michigan law.

**ARTICLE 30. HOLIDAYS:**

- (A) All employees covered by this Agreement who qualify, as defined in Paragraph (B), 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
  - Christmas Eve Day
  - Christmas Day
  - New Year's Eve Day (Removed General Election 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 Paragraph (C) shall receive the holiday pay provided in Paragraph (A) plus their regular straight-time hourly rate for all hours worked on the holiday.
- (E) If any of the holidays provided in Paragraph (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) All part-time employees covered by this Agreement who qualify as defined in Paragraph (B) 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 receive holiday pay based upon the proration as described above.



However, the employee's work week shall not exceed the hours worked in a regular work week because of the addition of holiday hours.

- (G) 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 of service.
- (B) All employees during their first year of employment shall earn vacation using their date of hire. Vacation benefits for new employees during the first year of employment will be awarded based upon the actual hours worked during the calendar year in which such benefits accrued. The proration will be figured using actual hours worked during the accrual year divided by 52 weeks, divided by 5 days, and multiplied by the amount of days provided in Paragraph (C) hereof. Paid holidays, paid sick leave days, paid short-term disability leave days, paid personal leave days, paid funeral leave, and paid vacation days shall be deemed days worked for purposes of this section.
- (C) Subject to Paragraph (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. Additional vacation days for continuous years of employment shall not be prorated and will not be awarded on the employee's anniversary date, rather, 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 pay due to the employee at termination.
- (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 in advance by the Department Head.

- (E) All vacations shall be taken in a minimum period of one week each, which shall be construed to be five (5) working days. Vacations may be taken in a single continuous period, in separate weeks, or in half-day (3.5 hours or 4.0 hours) increments if approved in advance by 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 leave the employ of Manistee County shall be entitled to payment at their straight-time hourly rate for accrued but unused vacation days using the proration as provided in Paragraph (B) hereof. 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) Employees who retire under the MERS retirement plan shall be entitled to payment at their straight-time hourly rate for accrued but unused vacation days. In order to receive the maximum vacation day accrual, the employee must have worked at least sixty (60%) percent of the employee's annual hours during the previous year of employment. If the employee worked less than sixty (60%) percent during such accrual year, the employee shall receive benefits equal to the product of the ratio of actual hours worked and sixty (60%) percent of the employees annual hours, and the vacation days provided in Paragraph (C) hereof. Paid holidays, paid sick leave days, paid short-term disability leave days, paid personal leave days, paid funeral leave, and paid vacation days shall be deemed days worked for purposes of this section. 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.
- (I) 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, they may receive their check before going on vacation provided the request for advance pay is made prior to the previous pay day deadline.
- (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. Effective June 1, 1996, the Employer agrees to implement a Section 125 Cafeteria-style Benefit Plan. 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.

Effective September 25, 1998, at 12:01 A.M., Manistee County canceled its self-funded plan for health and cancer insurance through Group Benefit Services and commenced a fully-insured health insurance plan through Blue Cross/Blue Shield of Michigan. Two plans will be implemented for eligible active employees, specifically Community Blue PPO Option 1 and Community Blue Option 6, with prescription drug coverage set at a co-pay of \$5 Generic/\$10 Legend under both plans. Employees participating under Plan C of the Group Benefit Services health insurance plan were placed under Community Blue PPO Option 6 and their monthly allocation adjusted accordingly.

Effective January 1, 1999, Manistee County implemented one plan for eligible active employees, specifically Community Blue PPO Option 1, with prescription drug coverage set at a co-pay of \$5 Generic/\$10 Legend. Employees participating in Community Blue Option 6 were placed under Community Blue PPO Option 1.

The following riders have been attached to the Community Blue PPO Option 1 Plan:

1. Rider CBMH20%, Mental Health Copay,
  2. Rider CBPCM, Preventative Care Maximum,
  3. Rider PCD, Prescription Contraceptive Devices,
  4. Rider PD-CM, Prescription Contraceptive Medications, and
  5. Rider MOPD-2, Mail Order Prescription Drugs.
- (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 September 25, 1998, the prescription co-pay will be \$5 Generic/\$10 Legend. A maintenance drug program is available under the Blue Cross/Blue Shield MOPD-2 Rider, Mail Order Prescription Drugs, and the co-pay is one-half of the regular co-pay cost.
- (D) Effective September 25, 1998, Manistee County commenced a cancer insurance plan through the American Family Life Assurance Company for all County employees enrolled under its Blue Cross/Blue Shield Community Blue Option 1 health insurance Plan. A permanent rate of \$9.50 will be paid to current and future employees for the purchase of cancer insurance through AFLAC. Effective January 1, 2000, this amount can be applied toward the continuation of AFLAC cancer insurance coverage, any cafeteria benefit or taken as cash. The employee may choose to include their spouse/family on that cancer plan through payroll deduction. If the employee has an AFLAC cancer benefit already in effect, the employee may choose to keep that plan in effect and Manistee County will pay that employee \$9.50 per month.
- (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 pursuant to the Family Medical Leave Act provisions under Article 21 "Leaves of Absence". 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) Effective January 1, 2000, all current employees will become responsible for paying 50% of all costs associated with Family Continuation coverage and all new employees will become responsible for paying 100% of all costs associated with Family Continuation coverage, at Employer rates by payroll deduction.

**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.
- (B) Fringe benefits are to mean health, life, dental, cancer, 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 Agency, 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 Agency.

**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 to maintain 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 in the event a time clock is reinstated:

- (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 July 1, 1999, the Employer shall upgrade the MERS pension benefit to a B-4, FAC-5, V-8, F55/20. The employee will be responsible for the cost associated with the B-4 benefit as actuarially determined by the Michigan Employees' Retirement System for this upgrade. The Employer shall assume the cost associated with the F55/20 Rider as actuarially determined by the Michigan Employees' Retirement System for this upgrade. Employees shall contribute by pre-tax payroll deduction on a bi-weekly basis. Effective July 1, 1999, the member contribution rate equals 3.56% of payroll based upon the 12/31/96 Actuarial Valuation provided by the Michigan Employees' Retirement System.
- (C) 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.
- (D) 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.

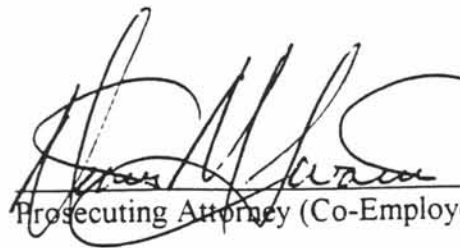
- (B) During hours when the Courthouse is normally open, the Main Library will close whenever the Courthouse closes as explained in Paragraph (A) above. Branch Libraries will be closed at the discretion of the Library Administrator. During hours when the Courthouse is normally closed, the Library will 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, 2001 with respect to Units 1 and 2.

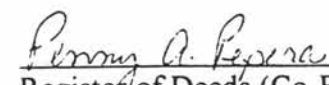
- (A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (B) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice 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 Paragraph (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.

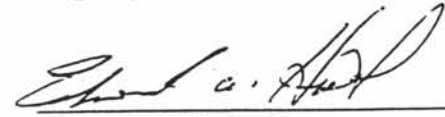


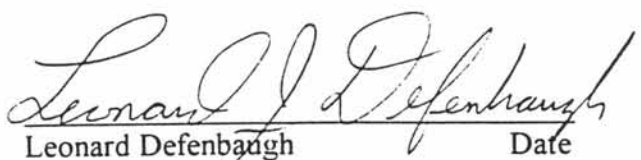
 5/11/99  
Prosecuting Attorney (Co-Employer) Date

 5/3/99  
County Clerk (Co-Employer) Date

 5/10/99  
County Treasurer (Co-Employer) Date

 5/5/99  
Register of Deeds (Co-Employer) Date

 5-10-99  
Edward A. Haik, Jr. Date  
Manistee County Sheriff

  
Leonard Defenbaugh Date  
Staff Representative  
Michigan Council #25 AFSCME

## MANISTEE COUNTY FAMILY AND MEDICAL LEAVE POLICY

Adopted: Tuesday, August 16, 1994

1. An employee who has worked for the Employer at least twelve (12) months (and worked at least 1,250 hours in that period) may apply for a leave of absence pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:
  - A. To care for a newborn son or daughter;
  - B. Because of the placement of a son or daughter with the employee for adoption or foster case;
  - C. In order to care for the spouse, son, daughter, or parent of an employee who has a serious health condition; or
  - D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Any eligible employee will be granted up to twelve (12) unpaid work weeks of leave during a 12-month period for leaves granted under FMLA.

2. Employees anticipating the need for a leave pursuant to the FMLA are requested to provide at least thirty (30) days' advance written notice of the need for the leave. If it is not possible to provide thirty (30) days' advance notice, the employee should provide as much advance notice as practical under the circumstances.
3. In any case in which the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the Employer.
4. Employees requesting a medical leave for a serious health condition under paragraphs (C) and (D) above, including intermittent or reduced schedule leave, must provide certification of the serious health condition of the employee or eligible family member which includes the following:
  - (A) The date on which the serious health condition began;
  - (B) The probable duration of the condition;
  - (C) Appropriate medical facts regarding the condition.

Such certification shall be on the form approved by the U.S. Department of Labor. (See Appendix A)

If the Employer questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the Employer's expense. If the two health care providers opinions differ, a third opinion from a health care provider may be requested by the Employer mutually agreed upon by the Employer and the employee, which opinion shall be paid for by the Employer and will be final and binding on the parties.

5. Where two (2) spouses work for the Employer, they will be allowed a total of twelve (12) weeks between them to take a family leave to care for a son, daughter or parent.
6. There shall be no loss of seniority or accrued benefits during the period of a family leave. Health insurance benefits shall be maintained during the family leave at the same level and conditions as if the employee has continued to work. Employees will be asked to include any accrued paid time off as part of the twelve (12) week period granted for any of the reasons set forth in item 1. (A), (B), (C), and/or (D) above. (Sick days, vacation days, personal days, compensatory days).
7. Employees on family leave for twelve (12) weeks or less shall be returned to work to the position they held prior to taking the leave.
8. An employee on family leave who desires to return to work must notify their Department Head at least three (3) working days prior to the return date.
9. If an employee fails to return to work at the conclusion of a family leave or any extension thereof, up to a maximum of twelve (12) months, he or she shall be treated as a voluntary quit.
10. An employee who has been absent for medical reasons must obtain a return to work release from his/her physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restriction, if applicable.
11. An employee seeking to return to work with medical restrictions shall be returned to work in line with his/her seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate accommodation can be made up to a maximum of twelve (12) months.

12. FMLA benefits are in addition to other leave of absence benefits provided by the applicable Collective Bargaining Agreement and/or County Personnel Policy.

MISCELLANEOUS LEAVE PROVISION

An employee who meets all of the requirements as herein before provided shall be granted a leave of absence without pay, and he shall accumulate seniority during such leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. The Employer shall have the right to hire a temporary employee during the time an employee is on an approved leave of absence, after the present employees who are not working full-time have been given the opportunity to increase their hours, and such temporary employee shall not be covered under the terms of this Agreement. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

## 1999 SALARY PROGRESSION SCHEDULE

PAY GRADE	MINIMUM (0-1)	STEP 1 (1-2)	STEP 2 (2-3)	STEP 3 (3-4)	MAXIMUM (4+)
1	\$7.51	\$8.05	\$8.39	\$8.82	\$9.25
2	\$8.05	\$8.39	\$8.77	\$9.19	\$9.66
3	\$8.44	\$8.81	\$9.19	\$9.62	\$10.12
4	\$8.76	\$9.14	\$9.56	\$10.02	\$10.53
5	\$9.05	\$9.45	\$9.88	\$10.34	\$10.87
6	\$9.45	\$9.85	\$10.30	\$10.79	\$11.32
7	\$9.83	\$10.25	\$10.71	\$11.23	\$11.78
8	\$10.32	\$10.77	\$11.26	\$11.78	\$12.38
9	\$10.85	\$11.30	\$11.85	\$12.38	\$13.01
10	\$11.36	\$11.88	\$12.40	\$13.00	\$13.64
11	\$11.95	\$12.44	\$13.02	\$13.64	\$14.32
12 H	\$12.82	\$13.39	\$14.00	\$14.67	\$15.40
12 A	\$25,019	\$26,107	\$27,295	\$28,594	\$30,022
13	\$26,895	\$28,066	\$29,342	\$30,737	\$32,275
14	\$29,380	\$30,657	\$32,049	\$33,576	\$35,256
15	\$32,028	\$33,421	\$34,939	\$36,604	\$38,433
15.5					\$40,170
16	\$35,639	\$37,190	\$38,878	\$40,731	\$42,768
17	\$40,697	\$42,467	\$44,396	\$46,511	\$48,837



2000 SALARY PROGRESSION SCHEDULE

PAY GRADE	MINIMUM (0-1)	STEP 1 (1-2)	STEP 2 (2-3)	STEP 3 (3-4)	MAXIMUM (4+)
1	\$7.74	\$8.29	\$8.64	\$9.08	\$9.53
2	\$8.29	\$8.64	\$9.03	\$9.47	\$9.95
3	\$8.69	\$9.07	\$9.47	\$9.91	\$10.42
4	\$9.02	\$9.41	\$9.85	\$10.32	\$10.85
5	\$9.32	\$9.73	\$10.18	\$10.65	\$11.20
6	\$9.73	\$10.15	\$10.61	\$11.11	\$11.66
7	\$10.12	\$10.56	\$11.03	\$11.57	\$12.13
8	\$10.63	\$11.09	\$11.60	\$12.13	\$12.75
9	\$11.18	\$11.64	\$12.21	\$12.75	\$13.40
10	\$11.70	\$12.24	\$12.77	\$13.39	\$14.05
11	\$12.31	\$12.81	\$13.41	\$14.05	\$14.75
12 H	\$13.20	\$13.79	\$14.42	\$15.11	\$15.86
12 A	\$25,770	\$26,890	\$28,114	\$29,452	\$30,923
13	\$27,702	\$28,908	\$30,222	\$31,659	\$33,243
14	\$30,261	\$31,577	\$33,010	\$34,583	\$36,314
15	\$32,989	\$34,424	\$35,987	\$37,702	\$39,586
15.5					\$41,375
16	\$36,708	\$38,306	\$40,044	\$41,953	\$44,051
17	\$41,918	\$43,741	\$45,728	\$47,906	\$50,302

2001 SALARY PROGRESSION SCHEDULE

PAY GRADE	MINIMUM (0-1)	STEP 1 (1-2)	STEP 2 (2-3)	STEP 3 (3-4)	MAXIMUM (4+)
1	\$7.97	\$8.54	\$8.90	\$9.35	\$9.82
2	\$8.54	\$8.90	\$9.30	\$9.75	\$10.25
3	\$8.95	\$9.34	\$9.75	\$10.21	\$10.73
4	\$9.29	\$9.69	\$10.15	\$10.63	\$11.18
5	\$9.60	\$10.02	\$10.49	\$10.97	\$11.54
6	\$10.02	\$10.45	\$10.93	\$11.44	\$12.01
7	\$10.42	\$10.88	\$11.36	\$11.92	\$12.49
8	\$10.95	\$11.42	\$11.95	\$12.49	\$13.13
9	\$11.52	\$11.99	\$12.58	\$13.13	\$13.80
10	\$12.05	\$12.61	\$13.15	\$13.79	\$14.47
11	\$12.68	\$13.19	\$13.81	\$14.47	\$15.19
12 H	\$13.60	\$14.20	\$14.85	\$15.56	\$16.34
12 A	\$26,543	\$27,697	\$28,957	\$30,336	\$31,851
13	\$28,533	\$29,775	\$31,129	\$32,609	\$34,240
14	\$31,169	\$32,524	\$34,000	\$35,620	\$37,403
15	\$33,979	\$35,457	\$37,067	\$38,833	\$40,774
15.5					\$42,616
16	\$37,809	\$39,455	\$41,245	\$43,212	\$45,373
17	\$43,176	\$45,053	\$47,100	\$49,343	\$51,811

AFSCME UNION:

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
	Assistant Deputy Clerk	General
	Prosecuting Attorney Part-time Clerk	General
5	Library Processing Clerk	Library
	Custodian - Library	Library
	Secretary - MSU Extension	General
	Branch Library Clerk	Library
6	Planning Dept. Secretary (Level I)	General
	Maintenance Custodian	General
	Deputy Circuit Court Clerk	General
7	Police Secretary	General
	Executive Secretary - P.A.'s Office	General
	Reference Librarian	Library
	Deputy Register of Deeds	General
	Property Description Specialist	General
	Deputy County Clerk	General
	Deputy County Treasurer	General

<b>PAY GRADE</b>	<b>JOB TITLE</b>	<b>UNIT</b>
7, Cont.	Admin. Secretary - Prosecuting Atty	General
	Juvenile Register	General
	Part-time Personal Computer Programmer/Technician	Library
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	Library
11	Emergency Management Coordinator	Supervisory
14	County Planner	Supervisory
15	Director of Equalization	Supervisory

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LETTER OF UNDERSTANDING

(99-01)

This Letter of Understanding will define the circumstances under which William Beaver will fill the Manistee County Planning Director position pursuant to agreement reached on Monday, September 21, 1999.

It is agreed that William Beaver will be allowed a one-time waiver from the AFSCME Labor Contract which will entitle him to be paid at the Step 2 level of Pay Grade 14 from the date of his employment with Manistee County.

It is agreed that William Beaver will be allowed a one-time waiver from the AFSCME Labor Contract which will credit him with one year of service and entitle him to ten (10) days of vacation during the 2000 year. All additional vacation will be earned according to the AFSCME Labor Contract.

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

MANISTEE COUNTY BOARD OF COMMISSIONERS:

By: Carl Rutske  
Carl Rutske, Personnel Committee Chairperson  
Dated: 9/21/99

By: Thomas D. Kaminski  
Thomas D. Kaminski, County Controller  
Dated: 9/21/99

By: James Hundley  
James Hundley, AFSCME Chapter Chair  
Dated: 9/21/99

By: Peggy Falk  
Peggy Falk, Supervisory Unit Representative  
Dated: 9/27/99