

AGREEMENT

BETWEEN THE

MUSKEGON COUNTY BOARD OF COMMISSIONERS

AND

LOCAL #570, COUNCIL #25  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

(BROOKHAVEN MEDICAL CARE FACILITY UNIT)

APRIL 22, 2008 - SEPTEMBER 30, 2010

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**THIS AGREEMENT** entered into by and between the Muskegon County Board of Commissioners, hereinafter referred to as the "Employer," and Local #570, Council #25, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

#### **PREAMBLE**

This Agreement entered into between the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment.

#### **ARTICLE 1**

#### **RECOGNITION**

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 with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit, but excluding Registered Nurses, Licensed Practical Nurses, Dietitian, Housekeeper, Lab and X-ray Technicians, Supervisor of Maintenance, Administrative Staff, Pharmacist, and other supervisory employees.

#### **ARTICLE 2**

#### **DEFINITION OF EMPLOYMENT**

- A. Full-time employees are those scheduled to work forty (40) hours per week and shall be covered fully by all provisions of this Agreement.
- B. Part-time employees scheduled to work twenty (20) or more hours per week shall be covered fully by all provisions of this Agreement and shall receive benefits based on the number of hours worked per day, week, and year, prorated in comparison to a full-time employee (two thousand, eighty (2,080) hours per year).
- C. Hourly employees are those used to work less than twenty (20) hours per week and shall not be covered by the terms of this Agreement, but shall be paid the rate of their classification.
- D. Temporary employees are those used to work during the time regular employees are on vacation, leaves of absence, and

extended sick leave only, not to exceed four (4) months unless mutually agreed upon.

- E. Supplemental switchboard employees are those employees used to work on the switchboard evenings, holidays, and weekends.

Hourly, temporary, and supplemental switchboard employees shall not be a part of the bargaining unit nor subject to the terms of this Agreement except for holiday pay, and they shall be paid the starting rate of the classification performed. It is expressly understood they shall not be used to take the place of overtime or be used for regular scheduled days off except as provided in Article 25 (Overtime/Extra Work Assignments).

### ARTICLE 3

### UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, or employees who become members of the Union thereafter, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement at the time it becomes effective who are not members of the Union shall, as a condition of employment, either become members of the Union or pay the equivalent of Union dues as a service charge to the Union for representation by the Union.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall as a condition of continued employment, either become members of the Union or pay the equivalent of Union dues as a service charge for the representation by the Union for the duration of this Agreement within thirty (30) days after the effective date of this Agreement and/or thirty (30) days after the beginning of their employment in the bargaining unit.
- D. Such employees shall pay the service charge by means of the check-off procedure as hereinafter provided. In the event that any employee fails to execute a check-off authorization within thirty (30) days after written notice by the Union to such employee, such employee's services shall be terminated by the Employer.
- E. Any employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a

condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

**ARTICLE 4                      UNION DUES AND INITIATION FEES**

- A. Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off Dues Form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization for Check-off of Dues, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed an Authorization for Check-off of Dues Form which has been approved by the Employer.

- B. When Deductions Begin: Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
- C. The deduction shall be certified to the Employer by the Local Union Treasurer on an Authorization for Payroll Deduction Form, acceptable to the Employer, and signed by the employee.
- D. Deductions for any calendar month shall be remitted to such address as designated to the Financial Officer of Michigan Council #25, AFSCME, AFL-CIO, with a list of the names of all employees for whom deductions have been made indicating the amount deducted no later than the fifth (5th) of the month following the month in which they were deducted.
- E. Limit of Liability: The Employer's liability under this Article shall be limited to the disbursement to the Union of that amount of money which constitutes actual dues or fees deducted from the employee's pay. The Union will be responsible for reimbursing the employees for dues and fees deducted which are deemed incorrect. The Union shall defend, hold harmless, and indemnify the Employer against any liability arising out of any action resulting from such deduction or initiation fee.
- F. Orientation - New Employees: In order that each new bargaining unit member may be made familiar with the provisions of this agreement and his/her rights and responsibilities thereunder, the employer will allow the local union president or designee an

opportunity to meet with new bargaining unit members at a pre-approved, scheduled time during the initial orientation day, not to exceed 15 (fifteen) minutes. The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to management. If a union representative is not available in the above circumstance, it shall be the responsibility of the union to schedule such meeting during non-work hours.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the work methods and means of departmental operation are solely and exclusively the responsibility of the Employer subject, however, to the provisions of this Agreement and applicable law.

The Employer reserves the right to publish and enforce from time to time work rules, policies, procedures and regulations.

Nothing in this Agreement shall abrogate or limit the authority or responsibility of the Employer to contract for outside services when such services are deemed by the Employer to be in the best interest of the continuing efficient and economic operation of the Facility; provided, however, that if such contracting out shall cause the displacement or layoff of bargaining unit personnel or positions, the Employer will meet and bargain in good faith with the Union concerning such contracting in an attempt to reach other economical and efficient solutions to the situation causing the need for such contracting.

## **ARTICLE 6**

### **UNION REPRESENTATION**

A. The Union shall be represented by a Local Union President, Vice President, Secretary, Treasurer, Chief Steward and eight (8) Stewards as follows:

1. Nursing -- Three (3) stewards, one (1) from each shift.
2. Dietary -- Two (2) stewards, one (1) for each major portion of a shift.
3. Clerical -- One (1) steward.
4. Housekeeping -- One (1) steward.

5. Maintenance -- One (1) steward.

If the steward is not available, the chief steward shall be contacted.

- B. The officers or stewards shall not lose time or pay for prior authorized time spent investigating complaints or handling grievances, during regular work hours. The length of time for the purpose of investigating complaints and/or grievances should normally not exceed one (1) hour. The local Union President, Vice President, Secretary, Treasurer, Chief Steward and Stewards shall be allowed prior authorized time off without pay to attend monthly regular membership meetings and monthly officers meetings if such meetings occur during their regularly scheduled shift. The Union agrees to provide at least one (1) week advance notice to the Facility Administrator of meetings to be held under this provision and will schedule these meetings during a majority of the officer's off hours.
- C. No officer or steward shall leave his or her job without first notifying and receiving authorization from their supervisor. The supervisor shall grant the necessary time off for such duties unless to do so would conflict with the immediate job then required; provided, however, the supervisor shall grant the time off as soon as possible.
- D. The Secretary of the Local Union shall certify by written notice to the Employer the names of employees selected as officers, stewards and bargaining committee members by the local membership to represent them and any changes thereof.
- E. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees (whether local union representatives, district council representatives or international representatives) shall have access to the premises of the Employer at any time during working hours to conduct Union business with prior approval of the Administrator.
- F. Members of the Union shall elect from the employees a bargaining committee consisting of Local Union President, Chief Steward, and three (3) other members. The bargaining committee shall not lose time or pay for authorized time spent in contract negotiations during regular working hours. The bargaining committee shall have the right to include in their contract negotiating meetings with the Employer, a representative of the Council and/or International Union.



ARTICLE 7

SETTLEMENT OF DISPUTES

A. A grievance shall be defined as an alleged violation of the terms of this Agreement. The Board agrees that it will act in good faith on any grievance presented by the Facility employees. A Union representative shall be entitled to be present at all steps in the grievance procedure. All grievances shall be reduced to writing on forms provided by the Union and consecutively numbered. The grievance must state what part of the contract is being violated and what specifically happened to cause the violation. Should an employee or the Union present a grievance within five (5) days of its occurrence or knowledge of its occurrence, it shall be reviewed under the following procedures:

Step 1. The employee and/or the Union having a specific grievance may present it in writing to the department supervisor. The department supervisor shall respond in writing within five (5) days. Upon mutual consent a meeting may be arranged to include the employee and union steward.

Step 2. If the matter is not adjusted satisfactorily, the grievance may be presented to the Facility Administrator by the Chief Steward within five (5) days after the response is due from the department supervisor. Upon mutual consent a meeting may be arranged to include the Local President and may be attended by a Council 25 Representative upon request. The Facility Administrator shall respond in writing to the Union within five (5) days of receipt of the grievance or completion of the meeting, as appropriate.

Step 3. If the matter is not satisfactorily adjusted within five (5) days after the response from the Facility Administrator is due, the Local President may forward the grievance to the County Human Resources Director. The local Union President will forward a copy of the grievance to the Council Staff. The Human Resources Director shall provide written notice of the Employer's position within ten (10) days after receipt of the written grievance.

Step 4. If the grievance(s) is still unsettled and the Union wishes to carry the matter further, Council #25 shall, within thirty (30) calendar days after reply from Step

3 is due, give written notice of its intent to arbitrate to the County Human Resources Director. The Union will file the formal demand for arbitration with the American Arbitration Association, and thereafter it will be conducted in accordance with their rules and regulations. Decisions reached by the arbitrator shall be final and binding upon the Union, its members, employee(s) and the Employer. There shall be no appeal from any such decision except as otherwise provided by the rules and regulations of the American Arbitration Association. The arbitrator shall have no power or authority to add to, subtract from, or otherwise modify the terms of this Agreement. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and the arbitrator.

- B. The time limits specified herein for movement of grievances through the procedure shall be strictly adhered to. In the event that a grievance is not appealed within the particular specified time limit, it shall be deemed to be settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer within the specified time limits in Steps 1, 2, and 3, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering. If the Employer fails to supply its answer to Step 3 within the prescribed time limit, the grievance shall be deemed to be settled according to the relief requested.

All specified time limits herein shall consist only of regular work days, Monday through Friday, but excluding holidays, observed pursuant to Article 23, Section A. Time limits may be extended only by mutual agreement of the parties and confirmed in writing immediately by the Union President or his/her designated representative.

## ARTICLE 8

## DISCHARGE AND DISCIPLINE

- A. Disciplinary Action. Disciplinary action shall include the following:
1. Written reprimand
  2. Suspension with loss of pay
  3. Discharge
- B. Employees with seniority shall be given disciplinary action only for just cause. Any employee shall have the right to challenge the propriety of disciplinary action through the regular grievance procedure.
- C. In the event of disciplinary action involving time off without pay or discharge, the Employer shall discuss such action with the employee prior to such implementation, provided, however, the Employer shall advise the employee that he/she has the right to Union representation by his/her steward if desired prior to such discussion taking place. The employee shall have the right to discuss the case with his/her steward before he/she is required to leave the premises. This discussion shall take place in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion within the building. All reprimands, discipline or discharges shall be reduced to writing and presented to the employee within two (2) working days after the effective date of the disciplinary action excluding Saturday, Sunday and holidays. The Union's Local President shall be given written notice of the imposed discipline or discharge. Written notice of discipline involving loss of pay shall be given directly to the employee involved. If the employee is not available, notice shall be sent to the employee at his/her most recent address by registered mail, return receipt requested.
- D. In imposing any discipline, suspension or discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously.
- E. An employee shall have the right to request steward representation during an investigatory process which may result in disciplinary action against the employee. If the Employer has reason to take disciplinary action as defined in paragraph (A) of this Article, it shall be done in privacy or where the discussion would not be observed by patients, patients relatives, or fellow employees. If the employee is discharged or suspended from his employment and believes he has been unjustly suspended or discharged, such suspension or discharge shall

constitute a case arising under the Grievance Procedure starting at Step 2 of the process.

**ARTICLE 9**

**SENIORITY**

- A. New employees hired in the unit shall be considered as probationary employees for the first six (6) months of employment. When an employee completes the probationary period, he/she shall be entered on the seniority list of the unit. The Employer has the right to discharge a probationary employee without cause. A probationary employee who has broken his/her own service shall forfeit his/her worked time for full-time status.

Employees who transition from non-bargaining unit status into bargaining unit status shall complete their six month probationary period before being entered on the seniority list for the unit. Upon completion of the probationary period, the employee will be given a seniority date which shall be the date of their entry into bargaining unit status.

The probationary period may be extended an additional thirty (30) working days for any probationary employee by mutual agreement by the Employer, employee involved, together with the Union, executed prior to the end of the base period. If such extension is agreed to by the parties, it shall be in writing.

- B. The Union shall represent probationary employees only for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment.
- C. Seniority shall be on a Medical Facility-wide basis in accordance with the employee's last date of hire.
- D. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- E. The seniority list on the date of this Agreement will show the date of hire, name, job title, and address of all employees of the Unit.
- F. The Employer shall provide the Local Union President and the Financial Officer of the Michigan Council #25 with a copy of the seniority list within thirty (30) days after the effective date of this Agreement and up-to-date copy thereafter at least every twelve (12) months.

- G. The Employer shall further provide the Local Union President and Financial Officer of Michigan Council #25, in writing, any change in the status of the seniority list, i.e., new employees hired, employees terminated, classification or change of classification, address or change of address, employees on leave of absence, or Worker's Compensation, and employees returning from leave of absence or Worker's Compensation, by the fifth (5th) of the month following the month in which such change occurred.

#### **ARTICLE 10**

#### **LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons only:

- A. The employee quits.
- B. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Employer within said three day period. In exceptional cases where such notification was impossible or extremely difficult, the Employer may excuse such failure to give notice. After such absence, the Employer will send written notification to the employee at the employee's last known address, that the employee has lost all seniority and has been terminated from employment, subject to the grievance procedure.
- D. If the employee does not return to work when recalled from layoff, as set forth in the recall procedure, without justifiable reason.
- E. If the employee does not return from sick leave and leaves of absence.
- F. The employee retires.
- G. If a full-time employee works for another employer while on leave of absence unless agreed to in the leave of absence.

#### **ARTICLE 11**

#### **SENIORITY OF OFFICERS AND STEWARDS**

- A. Notwithstanding their position on the seniority list, the President and Chief Steward of the Local Union shall, in the event of layoff of any type, be continued at work at all times

provided they can perform the work and shall be recalled to work in the event of a layoff, on the first open job which they can perform.

- B. Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type, be continued at work as long as there is a job in the department which they can perform and shall be recalled to work, in the event of a layoff, on the first open job which they can perform in the department.

## ARTICLE 12

## LAYOFF

- A. The word "layoff" means a reduction in the work force due to a decrease of work, or lack of funds.
- B. When it becomes necessary to layoff, the employees with the least seniority in the job classification within a department shall be laid off first, and so on progressively through the entire list of employees, however, it is understood that the employees retained must be capable of performing the duties normally associated with the assignment. The order of layoff within a department under this Article shall be as follows:
  - 1. Temporary employees
  - 2. Supplemental switchboard employees
  - 3. Hourly employees
  - 4. Probationary employees
  - 5. Part-time employees
  - 6. Regular full-time employees
- C. Employees to be laid off will have at least seven (7) calendar days notice of layoff. The Local Union Secretary and the Council shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. Employees being laid off on a departmental basis shall have the right to bump a less senior employee in another department provided they have greater seniority; are qualified for and can perform the work; and are able to work the schedule. Employees who want to exercise their bumping privileges shall notify the Employer of their intent within two (2) working days after

receiving notice of layoff, excluding Saturday, Sunday, and holidays.

- E. DSS General Assistance workers will not be used in a department where bargaining unit personnel are currently laid off.

#### **ARTICLE 13**

#### **RECALL PROCEDURES**

When the work force is increased after a layoff, employees who have been transferred to avoid layoff and laid off employees will be recalled according to seniority, subject to ability to perform the work. The Employer will notify the employee by certified letter, return receipt requested, sent to the employee's last known address, and the Employer's obligation is satisfied if the last known address given by the employee is used. The employee so notified shall report to work in one (1) calendar week (seven days) of the date of receipt of notice to return to work. If the employee fails to give such notice, or return to work on the day he/she is to report, he/she shall be considered a quit.

#### **ARTICLE 14**

#### **TRANSFERS**

- A. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.
- B. The Employer agrees that in any movement of work not covered above, it will discuss the movement with the Union, in order to provide for protection of the seniority of the employees involved, and their preferences.

#### **ARTICLE 15**

#### **JOB POSTING AND BIDDING PROCEDURES**

All vacancies or newly created positions within the bargaining unit shall be posted for five (5) working days (Monday through Friday) setting forth the shift, classification, location and the requirements for the position on the bulletin board by the time clock. Employees interested in applying for the position shall sign the posting within the five (5) working days posting period. A Union Steward or officer may bid the job for an absent employee. Employees who are absent during the posting period and for whom no signing is made as above

provided shall have no claim to the job. The Employer, in filling the position will be guided by the experience, ability, dependability, and then seniority of the individuals who have applied for the position. The position shall be awarded or denied within seven (7) calendar days after the posting period. In the event the senior applicant(s) are denied the position, reasons for denial shall be given in writing by the Employer to the senior applicant(s) subject to the grievance procedure. If the selected employee is not in pay status on the date they are to begin the new position, they shall forfeit that position, and it shall be awarded to the next qualified applicant who is in pay status on the effective date to begin the new position. The Employer shall furnish the Local Union President with a copy of the job posting and a list of the applicants who bid for the position within seven (7) calendar days after the posting period. The Employer shall have up to four (4) weeks in which to determine his/her ability to do the job. The employee shall have the opportunity to revert back to his/her former position during the first two weeks of the trial period. In the event the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing, and he/she shall be reverted back to his/her former shift and position (subject to the grievance procedure). The employee shall receive the rate of pay of the job he/she is performing. During the posting and/or the selection period, on a temporary basis, the Employer shall have the right to fill the vacancy. An employee who is awarded a position shall remain in the new position a minimum of six (6) months.

## **ARTICLE 16 LEAVES OF ABSENCE WITHOUT PAY**

### **Section 1**

#### **A. Definition**

For the purpose of this Agreement, a leave of absence without pay shall be defined as all time for which a Facility employee is to be continued as an employee but not paid, whether it be one day or the maximum time allowable under the reasons for the leave.

When granted a leave of absence without pay, the employee commits himself/herself to returning to work at the end of the leave.

#### **B. Requests for Leaves Without Pay**

1. Eligibility Requirements - Employees shall be eligible to request leave of absence after probationary period ends.



2. Application for Leave - Any request for a leave of absence shall be submitted in writing by the employee to the Facility Administrator. The request shall state the reason the leave of absence is being requested and the beginning and ending dates of the leave of absence.

The response to a request for a leave of absence shall be furnished to the employee by the Facility Administrator and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request was submitted.

A request for other leaves of absence shall be answered within five (5) working days.

Copies of all approved leave of absence requests will be sent to the local Union President.

The following provisions shall apply to all leaves of absence unless specifically provided for elsewhere in this Agreement. On leaves of absence of up to sixty (60) days duration, the employee shall be reinstated to the same class and shift when returning from leave. (This shall also apply to medical and maternity leaves up to ninety (90) days when two (2) weeks notice is given prior to return.) On leaves of absence of more than sixty (60) days duration, the employee shall be reinstated to the same class and shift when returning from leave, if and when available. The employee should check with their appropriate department supervisor at least three (3) working days prior to expiration of a leave for duty assignment.

## Section 2                      Effect of Leaves Without Pay

During a leave of absence without pay, the employee:

- A. Does not receive pay from the Facility.
- B. Does not earn annual leave.
- C. Does not earn sick leave.
- D. Does not get paid for legal holidays occurring during the leave.

- E. Has no time deducted from his/her annual leave or sick leave to cover time off on the leave of absence without pay.
- F. Remains a member of the Michigan Municipal Employees' Retirement System but cannot withdraw retirement contributions while on leave of absence, only on separation; and cannot pay retirement contributions.
- G. The employee continues to accrue additional credit for seniority during the leave.
- H. The employee does not earn credit toward the Longevity Plan or credit toward the rate of annual leave or sick leave accumulation for the period covered by the leave.
- I. May pay any group hospitalization premiums falling due during any month in which the employee has not worked at least one (1) week. (Such premiums are normally paid by the Facility for eligible employees.) Employees on such leaves should contact payroll.
- J. Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all leaves up to six (6) months the Facility will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active Facility employment by the end of his/her approved leave of absence without pay, his/her group life insurance coverage is terminated.

### Section 3

### Types of Leave Without Pay

- A. Work Related Injury - To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- B. Elected Office - To cover time off while running for County elected office filled by partisan election. If such a leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- C. Leave for Union Business - Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Facility shall, at the written request of the Union, receive temporary unpaid leaves of absence for periods not to exceed two (2) years or the term of office,

and upon their return shall be re-employed at work with accumulated seniority.

- D. Educational Leaves - Upon written application, an employee may be granted a leave of absence to pursue a full-time education program in nursing or a job related field up to one (1) year without loss of accrued benefits and upon return to employment will be granted seniority for the period of such educational leave in determining advancement on the salary schedule not to exceed one (1) year.
- E. Personal Leaves - An employee shall have the right to apply for a leave of absence for a period of up to sixty (60) days for personal reasons which shall be stated in the application. Granting of such leaves shall be at the sole discretion of the Facility Administrator. Extension of a personal leave of absence may be granted at the sole discretion of the Facility Administrator for a further period or periods to a total not to exceed twelve (12) calendar months.
- F. Sick Leave - An employee or immediate family member (spouse or children living at home) with a doctor's certification, who is ill or suffers an injury necessitating the employee's absence from work may be granted a sick leave of absence for a period not to exceed six (6) calendar months in any calendar year. Leaves of this nature will only be granted after the employee has used all accumulated paid sick days. Applications for such leave shall be supported by a physician's statement. The Facility Administrator may require the employee to submit to a physical examination by a physician of its choosing at its expense in the event a questions arises as to the employee's illness or continued illness which the employee feels requires absence from work.

#### Section 4                      Return From a Leave Without Pay

If an employee fails to return to Facility employment at the end of a leave of absence without pay, and no extensions of the leave are granted, the employee must submit a resignation from the Facility service. Failure to contact the Department Head or the Administrator in writing at the end of the leave shall be grounds for labeling the separation from Facility service a voluntary quit.

### **ARTICLE 17                      FAMILY AND MEDICAL LEAVE ACT**

The parties shall abide by the provisions of the Federal Family and Medical Leave Act (FMLA), as amended.

**ARTICLE 18**

**MATERNITY LEAVE**

Employees who become disabled due to pregnancy shall be entitled to use the benefits of the sick leave procedure subject to the following:

The employee's Department Head shall be notified as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery.

An employee using maternity leave is encouraged to return to work as soon as possible after delivery; however, she will not be allowed to return to work until she has supplied her Department Head with a statement from her physician that she is physically and medically able to return to her duties as a Brookhaven employee. A copy of this statement shall be forwarded to Administration of Brookhaven.

In any case, if an employee has not returned to work within seven (7) weeks after delivery, she shall provide a doctor's statement substantiating her continued disability and expected date of recovery. Employees failing to comply with this section or failing to return to work when found able by their physician will be separated from Brookhaven employment.

Leaves of absence without pay not to exceed six (6) months as provided in Article 16 may be requested by employees under this section.

**ARTICLE 19**

**SICK LEAVE**

A. All employees covered by this Agreement and hired before January 1, 2009, shall accumulate sick leave at the rate of twelve (12) sick leave days per year. Sick leave time will be accumulated by two (2) week pay period based on the number of hours paid not to exceed eighty (80) hours per pay period or .462 sick leave days per pay period.

1. Each employee shall be allowed to accumulate up to one hundred eighty (180) days of sick benefits.
2. All employees who have completed six (6) months of service and are permanently separated from employment as a result of voluntary resignation with fourteen (14) days advance notice, will be paid one-half their accrued sick time based on the rate of pay at the time of separation. In the event of retirement, all accrued sick time will be paid to the employee, or in the case of death of an employee, all of the accrued sick time will be paid to the spouse, or it will be paid to their estate without delay.

B. For employees hired on or after January 1, 2009, the employee shall accumulate sick leave at the rate of ten (10) sick leave days per year. Sick leave time will be accumulated by two (2) week pay period based on the number of hours paid not to exceed eighty (80) hours per pay period or .385 sick leave days per pay period.

1. Each employee shall be allowed to accumulate up to one hundred and eighty (180) days of sick leave.
2. All employees who have completed six (6) months of service and are permanently separated from employment as a result of voluntary resignation with fourteen (14) days advance notice, will be paid on the basis of one-half ( $\frac{1}{2}$ ) of accumulated, unused sick leave up to ninety (90) days [maximum payout - forty five (45) days] at the rate of pay at the time of separation. Upon retirement as defined by the Municipal Employees Retirement System (MERS), or upon death, accumulated sick leave will be paid on the basis of three-quarters ( $\frac{3}{4}$ ) of the accumulated, unused sick leave up to ninety (90) days [maximum pay out - sixty-seven and one-half ( $67 \frac{1}{2}$ ) days] at the rate of pay at the time of separation.

C. Sick days may be utilized for the following:

1. Employee's own illness or injury, provided that their supervisor has been notified at least one (1) hour prior to the beginning of their scheduled shift time.
2. Serious illness of the employee's spouse, son, daughter, parent, or parents-in-law or in other such unusual cases which involve serious illness which may be approved by the Employer. The first day of surgery for such relatives is considered as eligible for sick benefits.
3. To supplement Worker's Compensation benefits. Employees may use existing sick leave and then annual leave balances on a prorated basis to supplement benefits received, provided that total compensation does not exceed one hundred percent (100%) of the employee's regular weekly earnings.
4. Exposure to a "contagious" disease which might make the employee's presence dangerous to patients and fellow employees.

- D. Any paid sick benefits will be counted as time worked for the purpose of any benefits referred to in this Agreement.
- E. All absences, chargeable to sickness, must be supported by an absence slip signed by the employee and the employee's supervisor immediately upon their return to work. Supervisors may request the employee to furnish a statement from his/her physician regarding the illness and the employee's ability to work. Supporting medical documentation must be received by the supervisor no later than fifteen (15) calendar days from the beginning of the sick leave.
- F. An equivalent amount of sick leave shall be deducted from the employee's sick leave accumulations for each period of work time an employee is off sick.
- G. Probationary employees shall earn sick benefit days as provided for in Section (A) above, but shall not be eligible to use sick time until the completion of the probationary period. A probationary employee may request time off for sickness and may have it without pay at the discretion of the Department Head.
- H. Should the employee become injured while at work, it should be reported to the Administrative Office at the Facility AT ONCE regardless of the extent. A seemingly trivial injury may later require the attention of a doctor and may cause the loss of time not compensable because the injury was not reported to the Worker's Compensation Commission.
- I. If an employee has no sick benefit time accumulated and is required to take time off for illness to be eligible to continue employment, he/she will be required to comply with Article 16, LEAVES OF ABSENCE.
- J. In the event an employee's individual sick benefit usage record indicates possible misuse or abuse of sick benefit, said employee may be required to submit proper evidence of his/her illness. Such evidence may consist of a doctor's certificate or other reasonable proof of illness. The Employer may, in certain instances of indicated sick benefit misuse, find it necessary to take reasonable steps to verify and confirm employee's illness. Such actions may include phone calls or personal visits to the employee's residence, contact with employee's doctor, or other appropriate investigation.

**ARTICLE 20**

**BEREAVEMENT LEAVE**

An employee will be granted from one (1) to three (3) days leave from his or her regularly scheduled work days with no loss of regular compensation to attend the funeral (or memorial service) of his/her spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepson, stepdaughter, stepmother, stepfather, grandparent, or grandchild. In order to qualify for bereavement leave an employee must attend the funeral and provide satisfactory proof of attendance at the funeral. Only in extraordinary circumstances as approved by the Facility Administrator will an employee's eligibility to use paid bereavement leave extend beyond the calendar day following the day on which the funeral occurred. Written proof of relationship, death, employee's attendance and/or location of the funeral may be required by the Employer prior to final approval of such paid leave.

**ARTICLE 21**

**JURY DUTY**

Employees on jury duty will receive their pay for regular work days. Upon receipt of payment for jury duty, the check shall be turned in to the Accounting Department. Juror payment for scheduled work days shall be deducted. The amounts paid for duty on days off and for travel shall be returned to the employee.

An employee on jury duty shall return to work for the balance of the day when excused by the court from further attendance, provided there is one (1) or more hours remaining in the employee's regular shift.

**ARTICLE 22**

**VACATIONS**

A.

1. For employees hired before January 1, 2009, annual Leave shall be earned and accumulated per pay period according to the following chart:

| LENGTH OF ELIGIBLE COUNTY SERVICE |  | DAYS OF ANNUAL LEAVE EARNED | MAXIMUM ACCUMULATION** |
|-----------------------------------|--|-----------------------------|------------------------|
|-----------------------------------|--|-----------------------------|------------------------|

| <u>From</u> | <u>Through</u>                    | Maximum Earnings<br>Per Two-Week Pay<br><u>Period*</u> | <u>In 12<br/>Months</u> |    |
|-------------|-----------------------------------|--|-------------------------|----|
| 0 yrs.      | 5 yrs.                            | .500   | 13                      | 26 |
| 6 yrs.      | 10 yrs.                           | .615   | 16                      | 32 |
| 11 yrs.     | 15 yrs.                           | .731   | 19                      | 38 |
| 16 yrs.     | 17 yrs.                           | .808   | 21                      | 42 |
|             | 18 yrs.                           | .846   | 22                      | 44 |
|             | 19 yrs.                           | .885   | 23                      | 46 |
| 20 yrs.     | Remainder<br>of County<br>Service | .923   | 24                      | 48 |

\*Eligible employees being paid for less than eighty (80) hours per pay period will receive a prorated amount of Annual Leave based on actual hours paid.

\*\*The maximum accumulation is based on two years' worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum will not earn Annual Leave, either for immediate or future use when his accumulation is below the maximum.

- For employees hired on or after January 1, 2009, annual leave shall be earned and accumulated per pay period according to the following chart:

| LENGTH OF ELIGIBLE COUNTY SERVICE |  | DAYS OF ANNUAL LEAVE EARNED | MAXIMUM ACCUMULATION** |
|-----------------------------------|--|-----------------------------|------------------------|
|-----------------------------------|--|-----------------------------|------------------------|

| <u>From</u> | <u>Through</u>                    | Maximum Earnings<br>Per Two-Week Pay<br><u>Period*</u> | <u>In 12<br/>Months</u> |    |
|-------------|-----------------------------------|--|-------------------------|----|
| 0 yrs.      | 5 yrs.                            | .500   | 13                      | 13 |
| 6 yrs.      | 10 yrs.                           | .615   | 16                      | 16 |
| 11 yrs.     | 15 yrs.                           | .731   | 19                      | 19 |
| 16 yrs.     | 17 yrs.                           | .808   | 21                      | 21 |
|             | 18 yrs.                           | .846   | 22                      | 22 |
|             | 19 yrs.                           | .885   | 23                      | 23 |
| 20 yrs.     | Remainder<br>of County<br>Service | .923   | 24                      | 24 |



\*Eligible employees being paid for less than eighty (80) hours per pay period will receive a prorated amount of Annual Leave based on actual hours paid.

\*\*The maximum accumulation is based on one year worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum will not earn Annual Leave, either for immediate or future use when his accumulation is below the maximum.

- B. The Employer shall post a vacation calendar on an appropriate bulletin board in each department on the first of March each year. Employees will then be requested during the month of March to specify desired vacation times and schedules. All requests made during that month will be considered by the Employer giving preference to the senior employee in the event of overlapping or duplication of requests, and answered by the 30th of April. Subsequent requests for vacation time may be approved on a first come, first served basis, rather than seniority, within ten (10) days after receipt of the request.
- C. If an employee desires to be paid for his/her vacation time in advance of the vacation period, the employee must request the pay advance in writing through the Administrator's office at least two (2) weeks in advance of his/her vacation period.
- D. Vacation with pay will not be granted before vacation time has been earned in accordance with these provisions.
- E. Employees working on a regular schedule seven (7) day operation shall be required to work the scheduled weekend before or the scheduled weekend after his/her vacation period. Such scheduling shall be based on the regular work schedule period.
- F. Any accumulation at time of termination is paid to the employee providing two (2) weeks notice of separation has been given and worked out.
- G. Normal vacation periods will be taken in increments of five (5) days (one work week) or more. In special instances, the Department Head may grant less than five (5) day vacation periods.

ARTICLE 23

HOLIDAYS

A. The following days shall be recognized during the term of the Agreement:

|   |                        |
|---|------------------------|
| New Year's Day                                      | Labor Day              |
| Martin Luther King Jr.'s Birthday                   | Veterans Day           |
| President's Day (Washington's<br>Birthday observed) | Thanksgiving Day       |
| Good Friday   | Day After Thanksgiving |
| Memorial Day  | Christmas Eve          |
| Independence Day                                    | Christmas Day          |
|   | New Year's Eve         |

Eligible employees shall receive one day's pay for each of the holidays on which they perform no work. Whenever possible, the Employer shall schedule the above holidays as days off as equally as possible among all employees.

- B. To be eligible for holiday pay, the employee must work his/her last scheduled day before and his/her first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before the pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as he/she has accumulated sick leave or vacation time. In the event the holiday occurs during an unpaid leave of absence, such employee shall not be eligible for such holiday compensation.
- C. Eligible full-time employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay. Eligible part-time employees whose work day differs from the standard eight (8) hour day and who do not work on a holiday, which falls on a day they normally would have been scheduled to work, will receive their current hourly rate of pay times the number of hours they normally would have been scheduled to work. If a holiday falls on a part-time employee's regular day off, they shall receive no pay for such day.
- D. If an employee works on any of the holidays listed before, he/she shall be paid time and one-half for all hours worked plus the holiday pay. If a part-time employee works on a holiday, they will receive time and one-half for all hours worked plus eight (8) hours holiday pay, unless their regular work day differs from the standard eight (8) hour day.
- E. All holiday pay will be made the payroll period in which the holiday occurs, whenever administratively possible.

**ARTICLE 24****HOURS OF WORK AND SHIFT PREMIUM**

- A. The regular hours of work each day shall consist of eight (8) hours per day within a twenty-four (24) hour period with two (2) fifteen (15) minute rest periods included in eight (8) hour period, except the regular eight (8) hours may be interrupted by a lunch period not included in the regular eight (8) hours. The two (2) fifteen (15) minute paid rest periods and the unpaid lunch period shall be in accordance with the work schedule.
- B. The regular work week shall consist of five (5) eight (8) hour days; except for those employees on regularly scheduled seven (7) day operations, regular hours shall be eighty (80) hours bi-weekly.
- C. Eight (8) hours of work shall constitute a shift. All employees shall be scheduled to work on a regular work shift, and each shift shall have a regular starting and quitting time. Rest and lunch periods shall continue to be scheduled in accordance with the practice in effect in 1984.
- D. The Employer and the Union agree to negotiate work schedules for each department, setting forth the starting and quitting time and the scheduled days off for each department and in appropriate instances for specific individuals. Any changes thereafter shall be subject to good faith negotiations between the parties. (The negotiating of work schedules shall not be subject to arbitration). (See also Appendix E.)
- E. Employees who work second shift (i.e. more than fifty percent (50%) of the shift falls between the hours of 3:00 p.m. to 11:00 p.m.) shall receive an additional twelve cents (12¢) per hour. Those employees who work third shift (i.e. more than fifty percent (50%) of the shift falls between the hours of 11:00 p.m. and 7:00 a.m.) shall receive an additional seventeen cents (17¢) per hour.
- F. Employees punching in late for work after the start of their regular shift shall have time deducted for the actual time (in minutes) they are late.
- G. Employees called in to work or reporting back to work before or after their regular shift shall be guaranteed two (2) hours pay or two (2) hours work at the rate of time and one-half. This guarantee shall not apply to work performed continuously into or after the regular shift.

**ARTICLE 25****TIME AND ONE HALF**

All overtime will be paid only if authorized by the department supervisor before such overtime occurs. Overtime work will be paid at a rate of time and one half the regular rate, as follows:

- A. For all hours worked over eight (8) hours per day (except in the case where an employee is regularly scheduled on a swing shift, provided at least eight (8) hours off only is scheduled between the end of one shift and the start of another, or when employees schedule shifts for their own convenience. Payment shall be made in actual time (in minutes) worked.
- B. For all hours worked over eighty (80) hours bi-weekly pay period provided no employee's schedule will be changed by the Employer after the schedule is posted to avoid payment of overtime without the employee's consent.
- C. If overtime is required, and properly approved, it shall be so shown on the daily payroll report by the supervisor.

**ARTICLE 26****OVERTIME/EXTRA WORK ASSIGNMENTS**

- A. During the next to last week of January, March, May, July, September, and November, each bargaining unit employee shall have the opportunity to volunteer for overtime/extra work within their classification which may be available during the next two (2) calendar months by signing the volunteer list as posted by the Employer. The volunteers will be divided into two (2) lists, one for full-time employees and one for part-time employees.
- B. The lists shall show the names of volunteer employees in order of seniority (most senior at the top of the list). If overtime/extra work is required, the work shall be offered to the most senior employee and then in consecutive order of seniority. The name of each employee who has been offered the overtime/extra work assignment will then move to the bottom of the list. Per shift, overtime/extra work assignments will be considered separate events and will be offered in the order specified in paragraph C below.
- C. It is understood that the Employer is obligated to offer such overtime/extra work only to those employees who have expressly volunteered for such work. Overtime/extra work will be assigned in the following order:
  - 1. Part-time employees will be called first.

2. If no part-time employees are available, the Employer will call hourly employees.
  3. If no hourly employees are available, the Employer will call full-time employees.
- D. Each employee who volunteers for overtime/extra work shall be required to keep the department head/Administration informed of their current telephone number or they will be removed from the list after five (5) days.
- E. The Employer's obligation is satisfied if the volunteered employees are called in seniority order according to their current telephone number as listed with the Employer. This Article does not preclude the use of non-bargaining unit employees after an attempt has been made to contact volunteered bargaining unit employees as indicated in paragraph C above. Each employee who volunteers for overtime/extra work shall work at least one (1) shift in the two (2) month call-in list period. An employee who fails to do so will be removed from the next call-in list period.
- F. Employees called in to work with less than one (1) hour advance notice from the start of the shift shall be considered to have started work at the beginning of that shift provided: 1) the employee reports to work within one (1) hour from the time called by the supervisor and 2) they work the remainder of that shift.
- G. In recognition of the needs of the residents of Brookhaven, every effort is made to provide for staffing coverage. To that end, the following process is used to provide the option of pre-scheduled extra duty for all part-time employees.
1. Part-time employees will be allowed to work up to four (4) extra days per pay period.
  2. Employees desiring to work these additional days will sign an "extra duty volunteer list."
  3. Employees desiring to be placed on the "extra duty volunteer list" must do so by sending written notification to the Employer at least two (2) weeks prior to the effective date.
  4. Employees desiring to terminate their extra duty status must send written notification to the Employer so stating. This termination statement must be received by the Employer

at least two (2) weeks prior to the effective date of termination.

5. The part-time benefit level of these employees will remain the same.
6. Scheduling will be in accordance with the following provisions:
  - (a) Employees will be scheduled only to their normally-assigned shift.
  - (b) There will be no choice of days and employees may be scheduled for additional weekend days.
  - (c) Scheduling will be done on a rotating basis with the list being in seniority order.
  - (d) Employees will not be scheduled during periods of vacations or any period for which the employee, prior to being scheduled, gives written notice to their department manager of unavailability for extra shifts.
  - (e) The Employer will schedule from the "extra duty volunteer list" in two-week cycles.
  - (f) It will be the responsibility of the employee to check the schedule for extra duty days.
  - (g) The conditions and terms of this Section G, 1-7 are not subject to the grievance procedure.
7. Once employees are scheduled for extra duty day, absences on those days would be counted.

## **ARTICLE 27**

### **WAGES**

- A. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.
- B. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 2 of the grievance procedure.
- C. Unless mutually agreed upon by the Union and the Employer, employees shall move from the minimum step in the pay range to the maximum step in annual increments.

- D. If an employee is promoted or transferred to a higher paying position, he/she shall be placed in the step in the pay range of the position immediately higher than the position held prior to the promotion or transfer, which would reflect an increase and thereafter shall advance annually to the maximum step in the pay range.
- E. If an employee transfers to a position of equal or lower pay than the position held prior to the transfer, he/she shall be placed in the step in the pay range in accordance with seniority as defined in Article 9, Section C; and if further advancement is due to reach the maximum step in the pay range, it shall be in accordance with sub-section C of this Article.
- F. Because it takes a few days to process the time cards and prepare checks, we ask that pay checks in advance of the regular pay day not be requested except in cases of extreme emergencies.

Pay period will be on a bi-weekly basis. Time cards will be collected each second Sunday and regular pay days will be the following Friday.

#### **ARTICLE 28 PLEDGE AGAINST DISCRIMINATION AND COERCION**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or for mental or physical disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.
- C. The Employer agrees not to interfere with the rights of employees and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause. The Union agrees it will not discriminate against an employee because of Union membership or lack of Union membership.
- D. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE 29****UNION BULLETIN BOARDS**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

These bulletin boards shall be limited to four (4) general types of notices:

1. Union meetings.
2. Elections and results.
3. Union recreational and social events.
4. Union educational publications.

**ARTICLE 30****SAFETY COMMITTEE**

A safety committee of employee and Employer representatives is hereby established. This committee will include at least one officer of the Local Union and shall meet at least once per month during regular working hours, for the purpose of making recommendations to the Employer. Employees serving on the safety committee shall be permitted to attend such meetings without loss of pay. The Union and the Employer agree that the safety committee will develop a set of guidelines outlining the committee's goals, objectives, and procedures for accomplishing said goals and objectives.

**ARTICLE 31****WORK RULES**

- A. The Employer agrees to furnish each employee in the bargaining unit with a copy of all existing work rules and post such rules thirty (30) days in advance prior to becoming effective. New employees shall be provided with a copy of the rules at the time of hire.
- B. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rules shall be resolved through the grievance procedure.



**ARTICLE 32**

**UNION RESPONSIBILITY**

- A. The Union agrees that it will do everything within its power to cause the employees covered by this Agreement individually and collectively to perform and render efficient work and service for all hours for which they are paid. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement, and realizes that, in order to provide maximum opportunities for continued employment, good working conditions and fair and equitable wages, the Facility must be in a strong competitive position, must operate efficiently and at a competitive cost consistent with its labor standards. The Union, through its bargaining agent, assumes responsibility for cooperating with management in the attainment of these goals. The Union, therefore, agrees that it will cooperate with the Management to insure a fair day's work on the part of its members. The Union will not cause nor encourage its members to engage in a work stoppage over any unsettled grievance. It is further agreed that no employee, Union member or agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever.
- B. Insofar as possible, the employees shall keep the Employer informed of a current address and telephone number.

**ARTICLE 33**

**SUPPLEMENTARY EMPLOYMENT**

Supplementary employment is not encouraged, but is permitted under the condition that the additional employment must in no way conflict with the employee's hours of Facility employment, must not violate any law or Michigan Department of Public Health regulation applicable to the employee's Facility employment, or in quantity or interest conflict in any way with the satisfactory and impartial performance of Facility duties.

**ARTICLE 34**

**CREDIT UNION**

Money may be saved regularly through automatic deposits in the Muskegon Governmental Employees Federal Credit Union, upon completion of the form for authorization of payroll deduction. Proper forms and information can be obtained from the Administration office at the Facility.

**ARTICLE 35**

**ACCEPTANCE OF GIFTS**

No employee shall accept loans, gifts of money or goods, services or other offered arrangements for personal benefit under any circumstances directly or indirectly involving influence upon the manner in which he/she performs his/her work, makes his/her decisions, or otherwise discharges his/her duties as a Facility employee.

**ARTICLE 36**

**APPENDIXES**

The following appendixes are incorporated and made a part of this Agreement.

- Appendix A: Classifications and Rates
- Appendix B: Longevity Pay
- Appendix C: Insurance
- Appendix D: Retirement
- Appendix E: Schedules
- Appendix F: Protective Clothing

**ARTICLE 37**

**VALIDITY**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established governmental administrative tribunal or regulatory agency, such invalidation shall not affect the remaining portions of this Agreement.

In the event any part of this Agreement is held illegal or invalid as set forth above, the parties shall meet within ninety (90) days upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such portion of this Agreement held illegal or invalid.

There are no agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and ratified and signed by the parties.

**ARTICLE 38**

**TERMINATION**

This Agreement shall become effective the 22<sup>nd</sup> day of April, 2008, and shall remain in full force and effect until the 30<sup>th</sup> day of September, 2010.

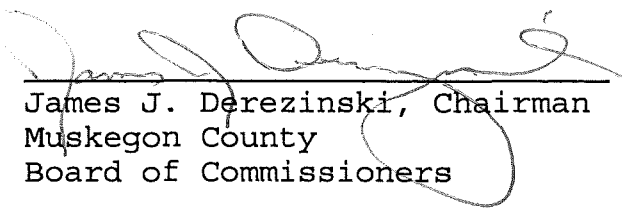
It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

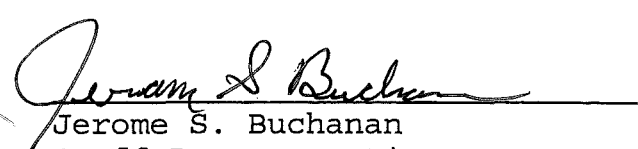
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

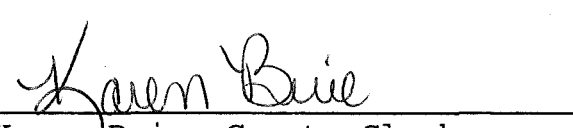
IN WITNESS WHEREOF, the parties hereto have set their hands this 22<sup>nd</sup> day of April, 2008.


COUNTY OF MUSKEGON

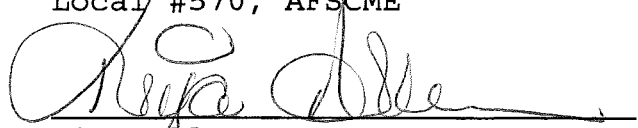
LOCAL #570, COUNCIL #25  
AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

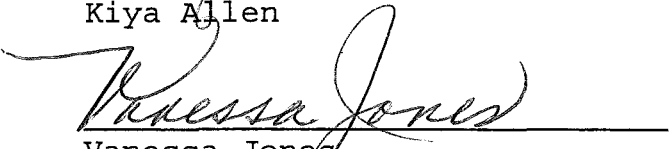
  
James J. Derezinski, Chairman  
Muskegon County  
Board of Commissioners

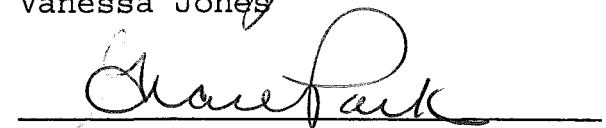
  
Jerome S. Buchanan  
Staff Representative  
Council #25, AFSCME


  
Karen Buie, County Clerk

  
Tracy Hamilton, President  
Local #570, AFSCME

  
Kiya Allen

  
Vanessa Jones

  
Grace Park

  
Linda Sanders

2008 MAY -7 11:00 AM

APPENDIX A CLASSIFICATIONS AND RATES (PER HOUR)

Effective the first full pay period following January 1, 2007 (2 ½%)

| Position Class | Position Description          |  |  |  |  |  | Table | Grade |
|----------------|-------------------------------|--|--|--|--|--|-------|-------|
| -----          | -----                         |  |  |  |  |  | ----- | ----- |
| AF025          | Account Clerk/BH              |  |  |  |  |  | AF    | 00090 |
| AF030          | Activity Aide/Full Time       |  |  |  |  |  | AF    | 00030 |
| AF045          | Certified Nurse Aide I        |  |  |  |  |  | AF    | 00030 |
| AF046          | Certified Nurse Aide II       |  |  |  |  |  | AF    | 00050 |
| AF050          | Cook/BH Full Time             |  |  |  |  |  | AF    | 00070 |
| AF075          | Custodian/BH Full Time        |  |  |  |  |  | AF    | 00020 |
| AF125          | General Clerk/BH Full Time    |  |  |  |  |  | AF    | 00040 |
| AR135          | Hospitality Aide              |  |  |  |  |  | AF    | 00030 |
| AF150          | Kitchen Helper/BH Full Time   |  |  |  |  |  | AF    | 00010 |
| AF175          | Maintenance I/BH Full Time    |  |  |  |  |  | AF    | 00060 |
| AF200          | Maintenance II/BH Full Time   |  |  |  |  |  | AF    | 00100 |
| AF240          | Restorative Nursing Assistant |  |  |  |  |  | AF    | 00030 |
| AF250          | Store Keeper/BH Full Time     |  |  |  |  |  | AF    | 00080 |

| Tab/Grd  | Step 1 | 2*    | 3**   | 4**   | 5**   | 6**   |
|----------|--------|-------|-------|-------|-------|-------|
| -----    | -----  | ----- | ----- | ----- | ----- | ----- |
| AF 00010 | 10.90  | 11.43 | 11.70 | 11.96 | 12.32 |       |
| AF 00020 | 11.04  | 11.57 | 11.84 | 12.07 | 12.43 |       |
| AF 00030 | 11.13  | 11.69 | 11.93 | 12.21 | 12.58 |       |
| AF 00040 | 10.98  | 11.52 | 11.83 | 12.08 | 12.25 | 12.40 |
| AF 00050 | 11.42  | 11.98 | 12.28 | 12.54 | 12.92 |       |
| AF 00060 | 11.66  | 12.25 | 12.53 | 12.76 | 13.14 |       |
| AF 00070 | 11.80  | 12.34 | 12.61 | 12.89 | 13.28 |       |
| AF 00080 | 11.87  | 12.45 | 12.71 | 12.99 | 13.38 |       |
| AF 00090 | 11.82  | 12.39 | 12.70 | 13.05 | 13.21 | 13.42 |
| AF 00100 | 12.45  | 13.06 | 13.35 | 13.60 | 14.01 |       |

**APPENDIX A**

Effective the first full pay period following January 1, 2008 (2.8%)

| Tab/Grd  | Step 1 | 2*     | 3**    | 4**    | 5**    | 6**    |
|----------|--------|--------|--------|--------|--------|--------|
| AF 00010 | 11.210 | 11.750 | 12.030 | 12.290 | 12.670 |        |
| AF 00020 | 11.350 | 11.890 | 12.170 | 12.410 | 12.780 |        |
| AF 00030 | 11.440 | 12.020 | 12.260 | 12.550 | 12.930 |        |
| AF 00040 | 11.290 | 11.840 | 12.160 | 12.420 | 12.590 | 12.750 |
| AF 00050 | 11.740 | 12.320 | 12.620 | 12.890 | 13.280 |        |
| AF 00060 | 11.990 | 12.590 | 12.880 | 13.120 | 13.510 |        |
| AF 00070 | 12.130 | 12.690 | 12.960 | 13.250 | 13.650 |        |
| AF 00080 | 12.200 | 12.800 | 13.070 | 13.350 | 13.750 |        |
| AF 00090 | 12.150 | 12.740 | 13.060 | 13.420 | 13.580 | 13.800 |
| AF 00100 | 12.800 | 13.430 | 13.720 | 13.980 | 14.400 |        |

\* 6-Month Rate

\*\* Subsequent Annual Rates

**Wage Rate Table 2009**

Effective the first full pay period following January 1, 2009 - the hourly rate for each step will be increased based upon the change in the September, 2008, index as compared to the September, 2007, index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2% nor more than 2.75%.

**Wage Rate Table 2010**

Effective the first full pay period following January 1, 2010 - the hourly rate for each step will be increased based upon the change in the September, 2009, index as compared to the September, 2008, index from the official Consumer Price Index for Urban Wage Earners and

**APPENDIX A**

Clerical Workers - United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2% nor more than 2.75%

**COST OF LIVING ALLOWANCE**

Employees hired on or before January 1, 2010 shall be eligible for a Cost of Living payment, as accrued during prior contract, shall continue to be paid annually between December 1 and December 20 based upon the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (1982=100), United States City Average. The amount of such payment shall not exceed thirty cents (30¢) per hour for each permanent employee based on actual hours paid between October 1, 2006, and September 30, 2007, to employees not to exceed two thousand eighty (2080) hours per year (maximum annual payment = \$624) and prorated if necessary. The same payment basis and application will apply for 2008, 2009, and 2010.

**APPENDIX B**

**LONGEVITY PAY**

Employees hired on or before January 1, 2010 shall be eligible for Longevity payments. The qualifying dates shall be June 1st and December 1st of each year, and payments shall be made according to the following schedule:

| <u>Years of</u><br><u>Continuous Service</u> | <u>Amount of Payment</u><br><u>July</u> | <u>Amount of Payment</u><br><u>December</u> | <u>Total</u> |
|--|---|---|--------------|
| 5 - 9  | \$100.00                                | \$100.00                                    | \$200.00     |
| 10 - 14                                      | 150.00                                  | 150.00                                      | 300.00       |
| 15 - 19                                      | 200.00                                  | 200.00                                      | 400.00       |
| 20 - 24                                      | 250.00                                  | 250.00                                      | 500.00       |
| 25 - 29                                      | 300.00                                  | 300.00                                      | 600.00       |
| 30 -   | 400.00                                  | 400.00                                      | 800.00       |

An employee on leave of absence without pay during the period or who retires under MERS during the period, will be paid a pro-rata payment based on hours worked during the period. An employee who separates from County Service during the period for any other reason, shall receive no payments.

**APPENDIX C**

**INSURANCE**

**A. Medical Coverage**

1. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal. Although a general description of the current plan is provided below, employees should refer to the benefit summary as provided by the plan and application/eligibility requirements as provided by the carrier plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any premium which was paid to any plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.
  
2. The self-funded medical plan in effect as of the effective date of this Agreement and described below shall remain in effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in (1) above.

The plan in effect is:

Muskegon County Medical Plan 2P (POS Type)

Each employee enrolled in an Employer-provided medical insurance plan shall pay a \$20 per month premium co-payment through regular payroll deduction, which deduction is hereby authorized by this Agreement.

Effective at the first of the calendar month, which is not less than sixty (60) days after the execution and signing of this agreement, the contribution rates will apply based on the following schedule; which deduction is hereby authorized by this agreement.

2008 5% of the monthly premium equivalent w/ Cap of \$45.00 for 2008  
2009 6% of the monthly premium equivalent  
2010 7% of the monthly premium equivalent

The Employer shall provide hospitalization and medical coverage through insurance or a self-funded plan for individuals who retire under the MERS plan by meeting age and service requirements and go from County employment immediately into retirement, and for individuals who apply to MERS for disability retirement before separation, or within thirty (30) calendar days of their separation



from County employment and said application is subsequently approved by MERS. The County will pay the average cost of available medical coverage computed for the individual retiree based on the following schedule for all bargaining unit employees hired on or after January 1, 1995.

| <u>Years of Continuous Service<br/>at Date of Retirement</u> | <u>Percentage of Individual<br/>Retiree Coverage Paid by County</u> |
|--|---|
| 10   | 40  |
| 11   | 44  |
| 12   | 48  |
| 13   | 52  |
| 14   | 56  |
| 15   | 60  |
| 16   | 64  |
| 17   | 68  |
| 18   | 72  |
| 19   | 76  |
| 20   | 80  |
| 21   | 84  |
| 22   | 88  |
| 23   | 92  |
| 24   | 96  |
| 25   | 100   |

Additional premiums above the average cost of the available coverage will be paid by the individual retiree based on the above schedule. Spouses and other eligible dependents may participate in the available plan with such cost being paid by the retiree.

At age 65 County retiree's shall enroll in Medicare coverage provided by the Social Security Administration.

For all employees hired on or after January 1, 2009 and implementation of the plan by the vendor, the County will provide a Voluntary Employee Benefit Association (VEBA) type plan, whereby the County would contribute 2 ½ % of gross wages.

B. Life Insurance

The Employer agrees to provide without cost to each eligible employee \$10,000.00 term life insurance.

C. Dental Insurance

The Employer will provide Delta Dental Plan A insurance coverage at a cost to the Employer not to exceed thirty-five dollars (\$35.00) per subscriber per month. Effective the first of the calendar month, which is not less than sixty (60) days after the execution and signing of the agreement, the cost to the employer will not exceed the following: \$45.00 for 2008, \$48.00 for 2009 and \$50.00 for 2010 per subscriber per month.

Any additional premiums above and beyond these amounts shall be paid by the individual employee through payroll deduction.

D. Insurance Availability

Medical, dental, and life insurance or plan coverages will become available and effective for new employees six (6) calendar months after date of hire into a permanent position and upon successful completion of the probationary period.

E. Insurance Conditions

Any insured or self-funded benefit program referred to herein is subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this Agreement.

The Employer's liability with respect to any insurance benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the insurance coverage specified, and upon such payment or compliance all obligations of the Employer under this Appendix shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer a duty to pay benefits greater than those required by the applicable plan or greater than those payable by stop loss reinsurance coverage.

**APPENDIX D**

**RETIREMENT**

The Employer will continue in effect the provisions of the Michigan Municipal Employees Retirement System Plan B-1, integrated with the appropriate sections of the Federal Old Age and Survivor's Insurance Act.

Employees shall contribute annually from their earnings two percent (2%) of all earnings over \$4,200.00.

Effective May 1, 2008, the County agrees to provide to all permanent employees the MERS Benefit program identified as B-2 with an additional 2.81% employee contribution with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by the agreement. Total employee contribution is 4.58%.

For employees hired on or after January 1, 2009 and implementation of the plan by MERS, provide the MERS defined contribution plan with a 3% employer and 3% employee contribution of gross wages.

**APPENDIX E**

**SCHEDULES**

- A. The Employer shall continue the current schedule of providing Nurse Aides and Dietary employees with every other weekend off.
- B. All part-time and full-time position vacancies shall be subject to the posting requirements of Article 15. Persons moving from either full-time or part-time to either part-time or full-time shall not be considered for a move back for a period of six (6) months.
- C. Use of sick leave under this provision will be closely scrutinized in accordance with Article 19.

**APPENDIX F**

**PROTECTIVE CLOTHING**

The Employer will provide three (3) rain gear for use by maintenance employees during work hours.