

AGREEMENT

BETWEEN

THE COUNTY OF MUSKEGON
THE MUSKEGON COUNTY BOARD OF PUBLIC WORKS

AND

UNIT 24, LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL, AFL-CIO, PROFESSIONAL
AND CLERICAL DIVISION

EFFECTIVE DATE: February 8, 2011 - September 30, 2011

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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 County must be in a strong competitive position, must operate efficiently and at a competitive cost consistent with its labor standards.

ARTICLE 5 UNION SECURITY AND DUES CHECK-OFF

Section 1 Union Security

During the life of this Agreement and to the extent permitted by law of the applicable jurisdiction, the Employer agrees to deduct on a monthly basis Union membership dues, or service fee assessments uniformly levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who files with the Employer a check-off authorization.

Section 2 Payroll Deduction

It is agreed that all employees who come within the provisions of this Agreement (after completion of sixty (60) consecutive calendar days of employment) will either sign and deliver such form as provided by the Union authorizing the deduction from the employees' wages of all Union membership dues or service fees as may be established by the Union, that become due to it during the life of this Agreement or cause to be paid to the Union the service fee. The Employer agrees to comply with such written authority and to transmit such sums to the Union.

- a. In the event that the employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer shall, at the request of the Union, deduct the service fee from the employee's wages and remit same to the Union in accordance with the procedure below, subject to limitations imposed by applicable laws.
- b. In cases on non-payment of the service fee, the Union shall provide written notice to the employee of non-compliance, with a copy to the Employer, explaining that he/she is delinquent in not tendering the service fee. If the employee fails to comply within thirty (30) calendar days, the Union shall give notice to the Employer that the employee has failed to tender the service fee. The Employer shall, upon such notice from the Union, act pursuant to (a) above.

Section 3

The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article.

Section 4

The Employer shall notify the Union of new hires within the bargaining unit; such notice to include date of hire, classification, rate of pay, and the duration of the appointment.

ARTICLE 6

REPRESENTATION

Section 1

Unit Stewards

All employees who are covered by this Agreement shall be represented for the purposes of handling grievances and contract negotiations by stewards and bargaining committee to be chosen by the employees.

- A. There shall be a bargaining committee of five (5) members; however, no more than four (4) members shall be paid for time spent in bargaining. The bargaining committee shall be chosen by the Union for the purpose of representing the employees within the bargaining unit in accordance with the terms of this Agreement. In addition to the bargaining committee there shall be bargaining committee alternates to be used at the discretion of the local unit. The duties of the bargaining committee shall be to confer and negotiate with the Employer, and to act as alternate stewards. If bargaining committee members are requested to attend bargaining sessions during their regular work schedule, they will be paid for the hours of their regular work schedule.
- B. The Union shall select four (4) representatives to be known as stewards, who shall have the duty of representing the employees in the matter of grievances. There shall also be a chief steward.

Section 2 Job Status and Function of the Union Officers

- A. Committeemen, stewards and/or alternates, shall be paid by the Employer for the time spent in processing of grievances or contract negotiations for Muskegon County Wastewater Facility employees during their regular scheduled working hours at their regular scheduled earned rate. Such payment shall not exceed that for two (2) hours inclusive of the first four (4) steps of the Grievance Procedure.
- B. The Union and the Employer agree that it is to the mutual interest of both parties that a minimum of Union activities take place during working hours. To this end it is agreed that time during working hours will be consumed for adjusting grievances only when absolutely necessary. Stewards will be permitted to leave their work after obtaining approval of their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his grievance. Permission for stewards to leave their work stations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege of stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

Notice shall also be given the appropriate Section Head or the supervisor in charge at that time, when such Union official enters another Section or work area for the purpose of conducting Union business during working hours. No other employee, except the Bargaining Committee as a whole, attending a scheduled bargaining meeting, may conduct Union business with pay during working hours.

- C. The names of the committeemen, stewards, and alternate stewards shall be given in writing to the Human Resources Department. No committeeman, steward or alternate shall function as such until the Human Resources Department has been advised of his selection in writing by the officers of the Union. Any changes in committeemen, stewards or alternate shall be reported promptly to the Human Resources Department in writing.
- D. Executive officers of the international Union and/or the representatives duly authorized to represent the Union and/or the president of the local Union, if not employed by the County, will be permitted to participate in any step of the grievance procedure or contract negotiations and to meet with represented employees on matters concerning wages, hours, or conditions of employment after notifying the appropriate Section Head or supervisor; provided, however, that such meetings shall not be disruptive to departmental operations.
- E. Any committeeman, steward, or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him in adjusting the grievance with his or her Section Head or the Section Head's designated agent.

ARTICLE 7

GRIEVANCE PROCEDURE

Definition

A "grievance" is defined as and limited to an alleged violation of a specific section or paragraph of this Agreement. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the grievance procedure stated in this contract.

Section 1

Step 1

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Union agree that an employee should first bring his problem or grievance to the attention of his immediate supervisor, with or without his steward, and an attempt will be made to resolve the grievance informally. In the event the steward is called, he shall be released from his duties as soon as possible and in any event no later than the beginning of his shift the next day and the supervisor,

the employee and the steward shall meet simultaneously in an attempt to resolve the matter.

Step 2

If the grievance is not settled informally between the employee and his immediate supervisor, the employee shall have the right to discuss the grievance with his steward. If, in the steward's opinion, proper cause for the complaint exists, the Union shall have the right to submit a written grievance on the complaint to the immediate supervisor within five (5) days of the discussion in Step 1. The written grievance must be signed by the employee and his steward and receipt acknowledged by the employee's immediate supervisor. The Section Head will give his written reply within five (5) days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3

A grievance not settled at Step 2 may be submitted to the applicable Director within five (5) days of the date of the receipt of the written reply. Any grievance not submitted to the applicable Director by written notification within five (5) days shall be considered dropped. A meeting on the grievance shall be held between the applicable Director and not more than two (2) members of the unit (one (1) of whom shall be the Chief Steward) within ten (10) days of the receipt of notification unless the time is extended by mutual agreement of both parties. The Grievant shall also attend if requested by either party. When the Director is absent, a designated representative will act on grievances in his/her behalf with full authority to respond to the grievance.

Step 4

A grievance not settled at Step 3 may be submitted to the Human Resources Director within five (5) days of the date of the Step 3 meeting. The Human Resources Director shall provide written notice of the Employer's position within ten (10) days after receipt of the written grievance.

Step 5

Any matter not settled in Step 4 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within ten (10) days of the date of the receipt of the written reply from Step 4. Expenses for arbitration shall be borne equally by both parties, except that each party shall bear the expense of its own witnesses.

If the parties fail to select an arbitrator, one will be selected under the rules of the American Arbitration Association.

The Arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement, or set a wage rate.

and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 9

NO STRIKE CLAUSE

The Union agrees that it will cooperate with Management to insure a fair day's work on the part of its members. The Union will not cause or encourage its members to engage in a work stoppage over any unsettled grievance. It is further agreed that no employee, Union member or other agent of the Union, shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever. Violation of this Article by an employee shall result in immediate discharge.

ARTICLE 10

SENIORITY

Section 1

A. Bargaining Unit Seniority. Seniority shall be defined as the length of contiguous paid service since the last date of hire with the County. For layoff and recall purposes, employees with previous service with Teledyne Triple R and local municipal wastewater departments shall be given one (1) day seniority credit for each month of service in the aforementioned agencies. To qualify, such time must be continuous to County service and unbroken. Super seniority is defined as seniority greater than that of any other bargaining unit employee in a layoff or recall situation only. Super seniority is granted to the chief steward, unit president and the four (4) stewards only.

New employees that are hired after the effective date of this Contract shall not be able to use their seniority from other County employment for layoff and bidding purposes only.

B. Length of Service

1. For Retirement Benefits

a. All employees regardless of status, shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they work for ten (10) days, six (6) hours per day or more per month to earn retirement credit for that month.

b. An employee shall be eligible to receive retirement benefits when he/she has reached either age fifty-five (55) and has completed at least twenty-five (25) years of service or age sixty (60) and has completed at least ten (10) years of service with the County of Muskegon.

1) Length of service shall be computed on a basis of the amount of time the employee has been actually paid by the County payroll.

2) Retirement credit for service with other governmental agencies may be granted subject to the rules of the M.E.R.S. and the approval of the Board of Commissioners.

2. For all other fringe benefits based on a length of service.

- a. This subsection applies to all benefits other than retirement or seniority as outlined above, for which eligibility is based on length of County service.
- b. Length of service shall be determined by the employee's "Benefit Anniversary Date" which is computed on the basis of the amount of time paid to the employee on the County payroll commencing at the employee's date of hire into eligible service unless otherwise spelled out in a Union contract or covered under the following exceptions:
 - 1) Time spent on military leave from Muskegon County shall be included.
 - 2) Service recognized by the County when it absorbs employees from another level of government by taking over an established operation of that government shall be included.
 - 3) Service recognized by the County when it absorbs employees who have been under direct County supervision, but carried on the payroll of another governmental organization for the County's convenience, shall be included.
 - 4) Service on the County payroll in non-eligible employment which meets the following criteria shall be included:
 - a) The service shall be immediately preceding eligible County employment.
 - b) The transition from non-eligible to eligible employment must have been made without a break in service.
 - c) Official County records must show that the non-eligible service was full-time in nature.

Section 2

Probationary Period

Each new hire shall serve a six (6) month probationary period with evaluation done at the end of three (3) months and five and one half (5.5) months. Probationary employees shall be represented regarding rates of pay and hours of work only.

Section 3

Seniority shall be defined as in Section 1, but an employee shall cease to have seniority and is no longer employed if:

- A. The employee quits or retires.
- B. The employee is discharged for just cause.
- C. The employee is absent from work for a period of three (3) consecutive working days without notifying the Employer, and without just cause for failure to notify.

- D. If the employee fails to return to work at the expiration of an approved leave, and does not request and receive an extension of said leave. The above shall not be interpreted to allow a grace period of three (3) days after a leave. Allowances shall be made for justifiable reasons for failure to return to work without notification.
- E. The employee gives a false reason for a leave of absence.
- F. The employee does not return to work when recalled from a layoff.
- G. An employee is laid off for a continuous period of two (2) years or the length of his/her seniority, whichever is less.
- H. If he/she fails to return at the expiration of a leave of absence.

Section 4

The Employer shall maintain a unit wide seniority list for employees within the bargaining unit, including name, date of hire and current classification. This list is to be provided semi-annually on or before the fifteenth (15) day of January and the fifteenth (15) day of July with a copy to the unit president.

Section 5

In the event there is a reduction in the working force at the Wastewater or Solid Waste Facility, layoffs will be by classification within a section. For the purposes of this Article, Sections shall be defined as follows:

- A. Farm (Agricultural Equipment Operator, Utility Assistant, Irrigation Technician)
- B. Laboratory (Laboratory Technician, Pretreatment Technician, Utility Assistant, Dishwasher)
- C. Fleet Maintenance (Heavy Equipment Operator, Maintenance Mechanics, Utility Assistant)
- D. Treatment Operations (Irrigation Operators, Custodian)
- E. Collection Operations (Collection System Operators)
- F. Operations Maintenance (Operations Maintenance Mechanics, Apprentice Electrician, Journeyman Electrician, Master Electrician)
- G. Solid Waste Operations (Solid Waste Disposal Site Operators, Solid Waste Operator, Weigh Station Attendant, Account Clerk)

The following layoff procedure shall be used:

- A. Part-time, hourly, and probationary employees within a classification within a Section in which a layoff is to occur shall be laid off first. For full-time employees within a classification within a Section the least senior employee shall be laid off first.
- B. Employees faced with layoff who have greater seniority than the least senior employee within another classification with the same or lower maximum salary may bump that least senior employee provided they meet the minimum qualifications of the classification and can perform the work.

- C. An employee must first bump within his Section, if possible. If no bumping opportunity exists therein, then the employee may bump outside his Section within the confines of the bargaining unit provided he meets the minimum qualifications of the classification and can perform the work.
- D. The Employer shall provide two (2) weeks prior notice of layoff.
- E. An employee wishing to exercise bumping privileges shall notify the applicable Director of their intent to bump within five (5) days of the layoff notice.
- F. Employees bumping to another classification or another Section, shall serve a thirty (30) day trial period. If the bump is unsuccessful, the employee may bump only one (1) more time. If then unsuccessful, the employee is laid off.
- G. Employees bumping to another classification shall receive the rate of pay for that classification in conformation with Article 10, Section 7.
- H. Employees bumping successfully who thereafter successfully bid for a transfer or promotion shall forfeit recall rights to the position from which they were laid off and shall be restricted from further bidding for six (6) months.
- I. When recalling laid off employees back to work, the Department will notify the employees by certified mail, 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 contact the Employer within one (1) calendar week of the date of receipt of the recall notice of his/her intention to return to work. The employee shall return to work within one (1) calendar week of notification to the Employer of his/her intention to return to work. If the employee does not notify the Employer of his/her intention to return to work within the notification time limit, the employee shall be considered to have voluntarily quit, and his/her name shall be withdrawn from the recall list.

ARTICLE 11

TRANSFERS AND PROMOTIONS

Definitions

- Promotion: Promotion is the status change of an employee from his/her present position to a vacant position in a classification with a higher maximum salary.
- Transfer: Transfer is a status change of an employee from the employee's present position to a vacant position with the same or lower maximum salary.

Section 1

If a vacancy is to be filled in a classification within the bargaining unit, employees presently working within that classification shall have one opportunity to bid, provided that a change in geographic location or major change of duties is involved. One such change will be allowed. Thereafter, the Employer shall post a notice describing the vacancy such that employees within other classifications or the

same classification within other Sections within the bargaining unit may apply in writing for consideration. Such notices shall be posted for a minimum of seven (7) calendar days with the last date for filing included on the notice. A copy of the notice shall be provided to the unit secretary, on or before the day of posting.

Section 2

In the event a position is to be filled that is of an emergency or temporary nature, the Department Head may designate a temporary appointee not to exceed ninety (90) days. If after ninety (90) days the position is still in use, the Employer shall post a notice as required in Section 1.

Section 3

A posted vacant position shall be filled if possible by the promotion or transfer of a present bargaining unit employee who has:

- A. Completed the initial probationary period;
- B. The minimum qualifications of the vacant position;
- C. The ability to do the work, and
- D. Submitted a written request for consideration for the vacant position within the appropriate time limits.

Section 4

Among applicants who are qualified to fill the particular vacancy, seniority shall be the deciding factor.

Section 5

Any employee filling a vacancy by promotion or transfer shall be given up to thirty (30) days to prove his ability. An extension of this trial period may be given upon mutual agreement between Union and Management.

- A. If unable to qualify, the employee shall be returned to his/her former position and rate of pay. During the trial period, the employee may exercise the prerogative to return to his/her former classification without loss of seniority.
- B. Employees successfully completing this thirty (30) day trial period shall be precluded from further promotion or transfers for a period of six (6) months.

Section 6

Any employee may exercise the prerogative to refuse promotion or transfer without loss of seniority or bias.

Section 7

Any employee who accepts an assignment to a lower rated classification shall receive the rate established for the classification transferred to. Employees so transferred shall receive their current rate of pay

if within the range of the new classification or the maximum rate for the classification, whichever is less.

Section 8

Any employee promoted to a higher classification shall, upon completion of the trial period described in Section 5 above, receive not less than the minimum rate for the new classification or the rate received at the time of promotion, whichever is greater.

Section 9

If a vacancy occurs in a classification for which a recall list exists, the Employer shall not permanently assign any employee to that vacancy who has not previously held said classification.

Section 10

Nothing in this Article shall be construed so as to limit the Employer's authority to assign appropriate duties to employees working within a classification.

ARTICLE 12

SALARIES

Section 1

The salary set for a classification shall be called the salary range for that classification, whether the salary consists of a single rate or a series of salary rates. The salary range for a classification shall apply to all positions and employees so classified.

Section 2

- A. The salary rate at which an employee begins employment in a given classification shall be the base rate of the class, except as provided in Section 7 and 8 of Article 11.
- B. The advancement to the next higher rate within a salary range shall be based not only on the passage of the required length of service in the classification, but also on the written recommendation of the employee's Department Head.
- C. Employees denied a Merit Increase shall be notified of the reason for denial and be given a date not to exceed ninety (90) days, at which time the employee will again be evaluated for a merit increase. Such increases will not be unreasonably withheld.

Section 3

Overtime

- A. Overtime shall be paid at the rate of time and one-half (1½) for full-time employees for all hours worked in excess of their normally scheduled hours in one day or forty (40) hours per week.

Note that "normally scheduled" hours in a day are eight (8) for employees scheduled for five (5) eight (8) hour days in a week, ten (10) for employees scheduled for four (4) ten (10) hour days per week and twelve (12) for employees working three (3) or four (4) twelve (12) hour days per week.

- B. Minimum Call-In - Employees eligible for overtime payment who are called in to work on a regularly scheduled day off or who are called back to work after having left work from their regular shift, shall receive a minimum of four (4) hours overtime pay regardless of the number of hours worked. Employees required to work more than four (4) hours shall be paid for time worked at the appropriate rates.

Employees called in for any overtime shall, upon reporting to their assigned work area, punch in on the time clock to record the time of arrival unless specifically directed by a supervisor to go directly to an alternate work site that does not have a time clock. In the latter case, the time that the employee arrived at the alternate site should be written on the time card and initialed by the supervisor that directed the employee to the alternate site.

Overtime will be paid for all hours worked as reported from punch-in time through punch-out time or from authorized time in to punch-out time. Overtime will not be paid when an employee fails to punch in, or fails to get authorization from a supervisor to go directly to an alternate work site without punching in and/or punching out.

Employees called in to work prior to the start of their regularly scheduled shift shall receive the minimum call-in pay for four (4) hours overtime pay but shall remain at their work station if they report to work (punch-in) within two (2) hours or less of the starting time of their regularly scheduled work shift.

This provision shall not apply when an employee starts his/her shift early and is given at least twelve (12) hours notice in advance of the starting time of the assignment.

When assigning overtime for employees working eight (8) or ten (10) hour shifts utilizing the overtime equalization language found in Article 12, Section C, of the contract, an employee who has already worked sixteen (16) consecutive hours in any twenty-four (24) hour period will no longer be considered for overtime in the event an overtime assignment becomes available. Similarly, an employee who has worked forty (40) hours in any seventy-two (72) hour period would not be available for additional overtime assignments should they become available.

When assigning overtime for employees working twelve (12) hour shifts utilizing the overtime equalization language found in Article 12, Section C, of the contract, an employee who has already worked eighteen (18) consecutive hours in any twenty-four (24) hour period will no longer be considered for overtime in the event an overtime assignment becomes available. Similarly, an employee who has or is scheduled to work forty-two (42) hours in any seventy-two (72) hour period would not be available for additional overtime assignments should they become available.

Under these circumstances, the employee would not be charged with the hours for the overtime assignment he/she was ineligible for on the overtime equalization list.

- C. Overtime Equalization - The purpose of this section is to equalize the overtime hours among qualified employees by Section. The employees shall be charged on the overtime equalization list in black with all overtime hours worked. Employees on such list who refuse offered overtime shall be charged with all hours he/she could have worked in red. Time recorded on the overtime equalization list shall include all time an employee works outside of their regularly scheduled shift.

Each Section shall establish a roster by classification of employees for overtime assignments. Employees shall be placed on the list in seniority order initially. Those employees who want overtime assignments shall sign the roster; then as an overtime assignment occurs, it shall be first offered to the first employee on the list who is qualified to perform the work. In the event that the employee refuses or cannot work the overtime, the Employer shall offer the overtime to the next qualified employee on the list, and so forth, until the assignment is filled. In the event that no one wants to or is able to work the assignment, from within the classification, the Employer may then offer the assignment to a qualified employee from within that section using the same type of overtime list by seniority. In the event no employee within the Section (as defined in Article 10, Section 5) is able to work the assignment, management can offer the assignment to any qualified unit personnel. All overtime worked will be charged to the employee's home list for the equalization purposes. Should there be no volunteers for the assignment, the employee with the least number of overtime hours on the job classification will be required to work the overtime. Management will make reasonable effort to distribute overtime assignments equally when choosing someone outside the section.

If for some reason, no employees voluntarily sign up for overtime, or in the event that no person in that job classification is available who signed the voluntary overtime roster, then the overtime will be assigned to the least senior qualified employee in the job classification. Any overtime of less than one (1) hour will not affect the overtime roster.

In the event of a transfer to another Section or reinstatement to the overtime list, the employee, if he/she desires, shall have his/her name placed in the center of the overtime roster. The same procedure shall apply if the employee is returned to his/her former Section.

New overtime equalization lists shall be established on the first work day in January for the duration of this Contract. Should an employee desire to have his/her name removed from the equalization list, such employee may not request to have his/her name reinstated until three (3) months after the date of the employee's most recent request to have his/her name removed from the overtime equalization list.

Between planting and harvesting seasons the eight (8) hour maximum for overtime assignments shall be waived for farm operators; but each overtime assignment shall still remain a onetime assignment, regardless of the duration.

Pre-scheduled overtime will be based on the overtime equalization list of the time of scheduling and any overtime assignment which between the time of scheduling pre-scheduled overtime and any other overtime assignment will not affect the pre-scheduled overtime assignment. Pre-scheduled overtime is defined as overtime which must be scheduled in advance; for example, overtime assignments to cover week-ends and holidays.

The overtime equalization list shall not be used when an employee is held over at the end of a shift to complete an assignment (of less than four (4) additional hours duration) but such time worked shall be recorded on the overtime equalization list.

The Employer will be allowed to call employees on vacation, but an employee on vacation who refuses overtime will not have that refusal charged against them. The Employer will offer training to all Operations Maintenance Mechanics for the Collection System Operator work, such training will be offered at the Employer's discretion.

1. Laboratory Technicians Overtime Scheduling and List

The following shall apply to the Laboratory Technicians overtime equalization list only:

As long as overtime is necessary for Laboratory Technicians to perform routine sampling and testing on Saturdays and/or holidays, such overtime assignments shall be scheduled in advance instead of using an overtime list. The employees in the Laboratory Technician classification shall be rotated in order through each Saturday assignment, continuous from one year to the next. Similarly, the employees in the Laboratory Technician classification shall be rotated in order through each daily holiday assignment, also continuous from one year to the next. These scheduled Saturday and holiday overtime assignments will not be placed on the Laboratory Technicians' overtime list. All other Laboratory Technician overtime assignments shall be added to an overtime list and offered according to the standard language in this Section.

The Laboratory Technician scheduled Saturday and holidays overtime assignments will be mandatory and will be shared equally between all employees in this classification.

The exception to these mandatory assignments is that Laboratory Technicians shall still be able to request vacation time per Article 16, Section 2. These requests prior to the calendar year will be part of an overtime list that covers all overtime that is not scheduled in this section.

Laboratory Technicians may trade or cover the scheduled overtime assignments in any manner that is agreeable to the Technicians involved in Saturday and holiday assignment changes, providing they notify management within twenty-four (24) hours of the overtime assignment. No attempt will be made to equalize the scheduled Saturday and holiday overtime.

2. Overtime Equalization for Twelve (12) Hour Operator Shifts
- a. Overtime assignments for twelve (12) hour shift operations will first be offered to operators within the job classification with the lowest overtime hours that may work a full twelve (12) hour shift.
 - b. If the overtime is not covered in this manner, then an attempt to fill the twelve (12) our shift will be made by offering a four (4) hour segment of the shift to the Operator on shift before the assignment and eight (8) hour segment to any of the Operators within the job classification according to the overtime list. If either or both the four (4) hour or eight (8) hour segments cannot be covered from within the job classification, management can offer the assignment to any qualified unit personnel.
 - c. If the methods above fail to fill a twelve (12) hour overtime assignment, management may offer to split the overtime into two (2) six (6) hour assignments for the Operators on shift before and after the overtime period needed, if these shifts have different Operators.
 - D. Annual leave and paid holidays which occur within the employees regularly scheduled work week shall be counted as time worked for the purposes of overtime computation.
 - E. Employees called in for any overtime shall, upon reporting to their work base, punch in on the time clock to record the actual time of arrival.
 - F. For the computation of overtime, employees who work on a holiday will have the greater of actual time worked or the eight (8) hour holiday counted.

Section 4

Wages

Salary rates for classifications covered by this collective bargaining agreement are set forth in Appendix A.

Section 5

Longevity Pay

- A. Compensation for continuous service with the County shall be provided on the basis of the following schedule:

<u>Years of Continuous Service as of December 1 Each Year</u>	<u>Amount of Payment</u>
5 years	\$250
For each completed year after 5 years	\$50 additional to a maximum of \$1,250

Compensation for continuous service with the County shall be provided on the basis of the following schedule for employees hired on or after February 8, 2011:

Years of Continuous Service
as of December 1 Each Year

Amount of Payment

10 years

\$500

For each completed year
after 10 years

\$50 additional to a maximum
of \$1,250

Longevity payment shall be paid where applicable in December. Employees must be in pay status as of December 1 in order to be eligible for longevity payments. If an employee is not in pay status at the required date, he/she will be paid a pro rata payment based on hours worked during the period.

If an employee on leave of absence without pay during the period or who retires under MERS during the period or who dies 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 payment.

Section 6

Shift Premium

A. For the period of January 1, 2009 to February 7, 2011, employees working a shift in which at least four (4) hours of the shift fall between 4:00 p.m. and 12:00 midnight shall receive a premium of twenty (20) cents per hour for hours worked between 4:00 p.m. and 12:00 midnight. Employees working a shift in which at least four (4) hours of the shift fall between 12:00 midnight and 8:00 a.m. shall receive a premium of twenty-five (25) cents per hour for hours worked between 12:00 midnight and 8:00 a.m.

Effective February 8, 2011, employees working a shift in which at least four (4) hours of the shift fall between 4:00 p.m. and 12:00 midnight shall receive a premium of twenty-five (25) cents per hour for hours worked between 4:00 p.m. and 12:00 midnight. Employees working a shift in which at least four (4) hours of the shift fall between 12:00 midnight and 8:00 a.m. shall receive a premium of thirty (30) cents per hour for hours worked between 12:00 midnight and 8:00 a.m.

B. Overtime payments when applicable shall be computed based on an employee's regular hourly rate of pay, including shift premium.

Section 7

Cost of Living

For employees hired before February 8, 2011:

During the term of the Agreement, a cost of living payment, if applicable, shall be paid annually, between December 1 and December 20 each year. Such payment shall be based upon changes, if any, in the first published Consumers Price Index U.S. All Items, of the Bureau of Labor 1982=100 (hereinafter referred to as the Index) as of September 1, of each year of the term of this Agreement.

The amount of such payment, if applicable, shall be based upon the Index and computed at one cent (1¢) per hour for each .3 increase in such Index; provided, however, that such payment shall not exceed twenty cents (20¢) per hour for each permanent employee based on a total of 2,080 hours per year (maximum payment \$416.00). The payment for part-time permanent employees shall be prorated on the above

maximums based upon the number of hours worked during the year as applied to the hours of the full-time employee.

ARTICLE 13

HOURS OF WORK

Section 1

A. The normal work week for employees working eight (8) or ten (10) hour shifts shall consist of five (5) eight (8) hour or four (4) ten (10) hour days, both for forty (40) hours within a seven (7) day period.

The normal work week for employees working twelve (12) hour shifts shall consist of three (3) or four (4) twelve (12) hour days, thirty-six (36) to forty-eight (48) hours each seven (7) day period.

B. Because the operations of the Wastewater System are varied, employees in various operations will be subject to work schedules designed to meet the needs of the operations. As much as possible the Employer will endeavor to maintain the following schedule but retains the right to adjust this schedule if necessary to maintain efficiency of operations. The Employer shall meet with the Unit President to notify the Union in advance of any major schedule changes affecting unit employees.

1. Operations which do not have shifts:

7:00AM-3:30PM with ½ hour unpaid lunch five (5) days per week

8:00AM-4:30PM with ½ hour unpaid lunch five (5) days per week

6:00AM-4:30PM, 6:30AM-5:00PM or 7:00AM-5:30PM with ½ hour unpaid lunch four (4) days per week.

2. Options for shift operations (including ½ hour paid lunch):
(Irrigation Operators) (Collection System Operators)

8:00 AM-8:00 PM

6:00 AM-6:00 PM

8:00 PM-8:00 AM

6:00 PM-6:00 AM

3. The ten (10) hour schedule shall be implemented in any division when the division supervisor and a majority of the division employees agree to try it. If, after a six (6) month trial period, the County and the Union agree to this schedule, then it shall be permanent for that shift operation.

a. Employees wishing to work four (4) ten (10) hour days must provide an annual schedule to their supervisor for approval by the first full pay period in January each year or at the end of their probationary period. The supervisor shall decide if the proposed schedule can be accommodated. If two (2) or more employees scheduled conflict, the more senior employees shall be accommodated.

- b. On this schedule, employees may choose which of the four (4) work days that they work each week, they may choose alternate Fridays and Mondays off, they may change from a weekly schedule of four (4) ten (10) hours days part of the year to a weekly schedule of five (5) eight (8) hours days part of the year, and they may work part of the year at one start time and part of the year at a different start time. Calendar dates for these split operations must be set forth on the proposed annual schedule.
 - c. Employees may alter their schedule only according to the agreed upon annual schedule.
- 4. Any employee working ten (10) hour days and engaged in snow plowing will be scheduled to earlier hours according to division needs.
 - 5. An employee shall not loose seniority or any benefits in working these 12 hour shifts when specific work weeks are less than 40 hours.

Section 2

No employee's shift will be changed to avoid the payment of overtime to that employee.

Section 3

- A. All employees scheduled to work a full shift shall be granted one (1) fifteen (15) minute relief period before the lunch period and one (1) fifteen (15) minute relief period after the lunch period. Relief periods shall generally be taken at the work site. The Employer shall provide means for cleanup in the field. Lunch breaks may be taken in the Administration Building Lunch Room.
- B. From approximately mid March through mid November, Agricultural Equipment Operators may be scheduled to work straight eight (8) hour shifts with lunch taken in the field while operating equipment or during relief periods. Similarly, the Fleet Maintenance Heavy Equipment Operator shall work straight eight (8) hour shifts when operating heavy equipment in the field. Employees scheduled to work holidays and weekends shall work straight eight (8) hour shifts.

ARTICLE 14

HOLIDAYS

Section 1

The following days shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Good Friday	Day preceding the work day
Memorial Day	observed as Christmas
Independence Day	Christmas Day
Labor Day	Day preceding the work day
Veterans' Day	observed as New Year's Day

Section 2

If the holiday falls on Sunday, the following day, Monday, shall be observed. If the holiday falls on Saturday, the preceding Friday shall be observed.

Section 3

Holiday pay is defined as eight (8) hours at the employees regular hourly rate, regardless of the normally scheduled hours in a day. 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 may be required to 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 the employee has accumulated sick leave or vacation time. Employees required to work the holiday shall be paid at the rate of time and one-half for hours worked on the holiday.

Section 4

Holidays falling within a period when an employee is on Annual Leave or Sick Leave (with pay), shall be counted as the Holiday off and shall not be deducted from the employee's Annual Leave or Sick Leave accumulation.

ARTICLE 15

PERSONAL DAY

Effective the first full pay period following January 1st of each contract year, each eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year. The personal leave days are not accruable and must be taken before the start of the next full pay period following January 1st of the next year. Such days may be taken at any time provided the employee requests the day five (5) working days in advance and obtains approval of the supervisor. If the five (5) day advance notice requirement is eliminated for non-bargaining or any bargaining unit, the five (5) day advance notice requirement is eliminated for the Public Works Unit for the term of this agreement.

For employees hired before January 1, 2011 for contract years 2009 and 2010 only, to be used by September 30, 2011, add four (4) personal days effective February 8, 2011.

ARTICLE 16

VACATIONS

Section 1

A. Annual Leave shall be earned and accumulated per pay period according to the following chart:

<u>Years of Service</u>	<u>Annual Accumulation</u>	<u>Days Per Pay</u>	<u>Maximum Accumulation*</u>
1 - 5	13 days**	.500	26
6 - 10	16 days	.615	32
11 - 15	19 days	.731	38
16	20 days	.769	40
17	21 days	.808	42
18	22 days	.846	44
19	23 days	.885	46
20	24 days	.923	48

*Maximum accumulation is based on two (2) 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 is at the maximum, will not earn Annual Leave, either for immediate or future use when his accumulation is below maximum.

**For the purposes of this schedule a day is defined as eight (8), ten (10) or twelve (12) hours pay at the employee's regular base rate based on the assigned schedule.

For employees hired on or after February 8, 2011, Annual Leave shall be earned and accumulated per pay period according to the following chart:

<u>Years of Service</u>	<u>Annual Accumulation</u>	<u>Days Per Pay</u>	<u>Maximum Accumulation*</u>
1 - 5	13 days**	.500	19.5
6 - 10	16 days	.615	24
11 - 15	19 days	.731	28.5
16	20 days	.769	30
17	21 days	.808	31.5
18	22 days	.846	33
19	23 days	.885	34.5
20	24 days	.923	36

*The maximum accumulation is based on one and one-half (1 ½) 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 is at the maximum, will not earn Annual Leave either for immediate or future use when the employee's accumulation is below maximum.

**For the purposes of this schedule a day is defined as eight (8), ten (10) or twelve (12) hours pay at the employee's regular base rate based on the assigned schedule.

Section 2

Employees may elect to take either a split or complete vacation period. The scheduling of vacations is subject to the Sectional personnel complement required to effectively staff a Section. On December 1 of each year, the Employer will post a notice on which each employee will indicate when he desires to take his vacation in the following year. This notice will be removed on December 31, and employees will be able to take their vacations accordingly, subject to the other provisions of this Article. Should two or more employees in the same work area, with similar duties, select the same vacation period, the desire of the employee with the higher seniority shall

- D. Upon termination and after completing at least one continuous full year of employment, accumulated sick leave shall be compensated for on the basis of one-half ($\frac{1}{2}$) of the accumulated unused sick leave up to 180 days and paid at the employee's current rate of pay. Upon retirement, as defined by the State of Michigan Municipal Employees Retirement System (MERS), accumulated sick leave up to 180 days shall be compensated for on the basis of three-quarters ($\frac{3}{4}$) of the accumulated unused sick leave and paid at the employee's current rate of pay.
- E. An equivalent amount of sick leave shall be cancelled for each period of work time an employee is off sick.

For employees hired on or after February 8, 2011, employees 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 periods based on the number of hours paid not to exceed eighty (80) hours per pay period or .4615 sick leave days per pay period. Each employee shall be allowed to accumulate up to one hundred and eighty (180) days of sick leave. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each straight-time hour they work. For the purposes of this schedule a day is defined as eight (8), ten (10) or twelve (12) hours pay at the employee's regular rate based on the assigned work schedule.

- A. Payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees' Retirement System: An employee separating from County employment for these reasons shall receive three-quarters ($\frac{3}{4}$) pay for all unused accumulated Sick Leave, up to ninety (90) days [maximum payout - sixty-seven and one-half ($67\frac{1}{2}$) days]. Payment shall be based on the rate the employee is earning at the time of separation.
- B. Payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half ($\frac{1}{2}$) pay for all unused accumulated Sick Leave, up to ninety (90) days [maximum payout - forty-five (45) days]. Payment shall be based on the rate the employee is earning at the time of separation.

Section 2

All employees, whenever possible, shall notify their Section Head that they will be unable to work before their normal work day begins, in any case not later than, one (1) hour before the working day begins. When the Section Head is not notified as stated above, the employee shall not be paid.

Section 3

Sick leave may be taken after six (6) months of employment for the following reasons:

Any illness an employee may contract; any exposure to contagious disease he may experience in which the health of others may be endangered by his attendance at duty; a critical illness to spouse or child; any non-duty connected disability an employee may sustain excepting injury that may be sustained while being temporarily in the employ of another during his off-duty time which is covered by Worker's Compensation; or medical or dental examinations and/or treatment.

Section 4

A medical certificate may be required as evidence of an employee or family illness as outlined in Section 3, or any injury that prevented the employee's attendance at work for a period in excess of three (3) continuous days. In addition, proof of disabling illness may be required for any sick leave usage when an employee's sick leave accumulation falls below 50% of possible accumulation during the first two (2) years of employment. After two (2) years of employment, an employee with a history of short-term sick leave usage may be required to provide a medical statement of disabling illness if their sick leave accumulations are less than one-half (1/2) of possible accumulations based on the employee's years of service. But, in any case, after two (2) years of employment, such proof may be required if sick leave accumulations are twelve (12) days or less. Falsification of such evidence will be sufficient cause for disciplinary action.

Beginning December 31 of the year a new contract is executed and every year thereafter, those employees required to provide medical statements under this language will have their sick time usage re-evaluated. If attendance has improved such that short-term sick time usage by the employee has improved and the employee has not used one half (½) of the possible accumulation for the previous two (2) years, the medical statement requirement will be dropped. All unit employees will continue to be evaluated for inclusion on this list.

If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled return date unless that date is changed by the employee's Department Head.

Section 5

Employees suffering from a chronic or recurring illness necessitating absences for which sick pay is payable, may, at Employer's option, be required to submit to an examination by a physician chosen by the Employer. If corrective surgery or other therapy is recommended to remedy or alleviate such illness and the employee does not submit to such surgery or therapy within a reasonable time, he or she may be discharged due to such physical disability.

Section 6

Employees shall be entitled to use accumulated sick time on a pro rated basis to supplement Worker's Compensation benefits, but the combined benefit shall not exceed the employee's regular rate of pay.

ARTICLE 18

SPECIAL LEAVES

Section 1

Bereavement Leave

Employees will be granted up to three (3) days leave with no loss of compensation because of the death of the employee's spouse, child, parent, step-parent, sister, brother, mother-in-law, sister-in-law, father-in-law, brother-in-law, grandchild, grandparents, or anyone who raised the employee from childhood. One day with pay may be granted for a military funeral in which an employee is an official participant. In the event of lengthy travel, Sick Leave up to a maximum of three (3) days may be used, in addition to the above.

Written proof of relationship, death, and/or funeral location may be required by the Employer prior to final approval of such leave.

Section 2

Jury Duty

Employees on jury duty shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the courts, not including traveling allowances or reimbursement of expenses, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employer. Such time will not be charged against the employee's annual leave or sick leave. An employee on a jury panel shall return to work for the balance of the day when he/she is excused by the court from further attendance, or he/she shall suffer loss of pay as described in this section. Employees regularly assigned to the Whitehall Site or the Metro Farm Site shall not be required to return to their work site or suffer loss of pay if they are released from the jury panel one hour or less prior to the end of the regularly scheduled work shift.

Section 3

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:

- A. The employee's Department Head shall be notified by a doctor's statement as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery and estimated last day of work. It is the employee's obligation to advise the Employer by a doctor's statement at any such time as the employee becomes unable to work due to the pregnancy prior to the estimated date of delivery.
- B. An employee will not be allowed to return to work after delivery 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 County employee. A copy of this statement shall be forwarded to the Human Resources Department.
- C. In any case, if an employee has not returned to work within one month 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 County employment.

- D. Leaves of absence without pay, not to exceed twelve (12) months as provided under Leaves Without Pay, Article 19, Section 3, may be requested by employees under this section.

Section 4

Military Leave

- A. The Employer shall abide by the applicable provisions of all Federal and State laws, rules and regulations relating to employees who are or have been members of the armed forces or any state militia.
- B. Whenever employees who are members of the National Guard, Naval Reserve, Coast Guard Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called back to duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties with pay, less pay received from said military unit during which time they are engaged in active duty defense training. Such leaves shall not exceed two (2) calendar weeks.

ARTICLE 19

LEAVES WITHOUT PAY

Section 1

Definition

- A. For the purpose of this Agreement, a Leave of Absence Without Pay shall be defined as all time for which a County employee is to be continued as an employee but not paid whether it be one (1) day or the maximum time allowable under the reason for the leave.
- B. Unless otherwise indicated under the specific type of leave, a Leave of Absence Without Pay is granted at the discretion of the employee's Department Head.
- C. When an employee is granted a Leave of Absence Without Pay, the Department Head commits to allowing the employee to return to work at the end of the leave, to the same department, same classification, and same salary as when the employee went on leave, as specified in Article 19, Section 3.

During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate. The filling of this position will not be subject to Article 11, Transfers and Promotions. Any person utilized to replace an employee placed on a Leave of Absence under this section, shall not accrue seniority and shall not be represented for any purposes by the bargaining unit.

The leave of absence will expire based on the type of leave specified in Article 19, Section 3,A.

- D. When granted a Leave of Absence Without Pay, the employee commits himself to returning to work at the end of the leave.

Section 2

Effect of Leaves Without Pay

During a Leave of Absence Without Pay, the employee:

- A. Does not receive pay from the County.
- 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 the 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 does not earn any additional credit for seniority but retains the length of seniority credited at the beginning of the leave.
- H. The employee does not earn credit toward longevity or credit toward the rate of Annual Leave or Sick Leave accumulation for the period covered by the leave.
- I. Must 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 County 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 County will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active County employment by the end of his approved Leave of Absence Without Pay, his group life insurance coverage is terminated.

Section 3

Types of Leaves Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave With Pay.
 - 1. To be used when the employee has exhausted his accumulations of earned Sick Leave With Pay and earned Annual Leave.
 - 2. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.
 - 3. To be granted only on the written recommendation of the employee's physician.
- B. To cover time off because of a compensable injury beyond that covered by Sick Leave With Pay and Annual Leave With Pay.

- C. 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.
- D. To cover disciplinary leaves (suspensions without pay) as covered in Article 24, Disciplinary Procedures.
- E. To cover time off for personal business, not to exceed sixty (60) calendar days for any one (1) leave.
- F. To cover time off if an employee is elected or appointed to a full-time Union position; such leaves shall be granted for up to twelve (12) calendar months, and shall be renewed for an additional twelve (12) calendar months upon request of the employee.

Section 4 Return From a Leave Without Pay

If an employee fails to return to County employment at the end of a Leave of Absence Without Pay, and no extensions of the Leave are granted, that failure to return shall be considered a voluntary quit in accordance with Article 10, Section 3, D.

ARTICLE 20 FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 1

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Article 16, Vacations (annual leave); Article 17, Sick Leave; and Article 19, Leaves Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve (12) work weeks in the twelve (12) month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.
- E. A claimed violation of the Act or this section shall be subject to the grievance procedure up to, but not including arbitration, the intent being that any such claim shall be settled through procedures in the Act unless mutually agreed otherwise.

ARTICLE 21

HEALTH AND WELFARE

Section 1

- A. The Department Head shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide devices and other equipment necessary to protect the employees from injury and sickness in conformity with statutory requirements.
- B. For the period of January 1, 2009 to February 7, 2011, the Employer shall reimburse to the employee 50% of the cost for required safety shoes and/or safety glasses up to a maximum of \$150.00 for either item. Such reimbursements shall be made only once a calendar year.

Effective February 8, 2011, the Employer shall reimburse to the employee 75% of the cost for required safety shoes and/or safety glasses up to a maximum of \$150.00 for either item. Such reimbursements shall be made only once a calendar year.

- C. The Employer's safety committee will continue to function during the life of this contract. The committee will consist of three (3) representatives of the management of the Muskegon County Wastewater Facility and two (2) representative of Unit 24, Local 517M. The Union reserves the right to designate its members on the committee and will notify the fellow committee members accordingly of any changes. All representatives, with the exception of the Wastewater Safety and Training Coordinator, will be rotated at lease once per year. The Union's representatives shall be paid by the Employer for the time spent attending safety committee meetings.

Section 2

The Employer shall provide and maintain health and restroom facilities for employees that will meet not less than the minimum requirements of the Michigan State Labor Law.

ARTICLE 22

MEDICAL PLAN

Section 1

- A. 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 unchanged. Although a general description of the current plan is provided below, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to a 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.

B. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 2 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 (A) above.

Section 2

Medical Coverage

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 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 coverage specified, and upon such payment or compliance, all obligations of the Employer under this section 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.

The plan(s) in effect are:

- Muskegon County Medical Plan 2P (POS type)
- Muskegon County Medical Plan 3A (Traditional type)

Each employee enrolled in Muskegon County Medical Plan 2P shall pay a contribution amount of 3% of the monthly premium equivalent amount for the employee and applicable dependents. If the employee selects Muskegon County Medical Plan 3A, the employee shall pay the additional cost of this coverage in excess of the cost of Muskegon County Medical Plan 2P, in addition to the contribution amount set forth above. The contribution amount and additional cost, if applicable, will be paid to the County by the employee via payroll deduction, which deduction is hereby authorized by this Agreement.

Effective February 8, 2011:

The Medical Plan in effect for the bargaining unit will be Medical Plan 2P with an employee contribution of 7% of the monthly premium equivalent.

Section 3

Dental Coverage

The Employer agrees to provide Delta Dental Plan A insurance or coverage at no cost to the employee.

Section 4

Life Coverage

The Employer shall provide "straight-term" life insurance or coverage for each permanent, full-time or part-time employee equal to the employee's annual salary rounded to the next highest \$1,000 (One thousand dollars) or \$10,000 (Ten thousand dollars) whichever is greater and including provisions for accidental death and dismemberment, at no cost to the employee.

Section 5

Retirees Coverage

The Employer shall provide medical and dental 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 30 calendar days of their separation from County employment and said application is subsequently approved by MERS. In addition, active retiree's dependents will be allowed to participate in the County's group health insurance programs, but the cost for coverage for any retiree's dependents shall be paid by the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired after April 12, 1994, and before February 8, 2011:

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retirees 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

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after February 8, 2011:

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retirees Coverage Paid by County</u>
15	40
16	44
17	48
18	52
19	56
20	60
21	64
22	68
23	72
24	76
25	80
26	84
27	88
28	92
29	96
30	100

The cost of individual retiree coverage above the percentage shown on the schedule shall be paid by the retiree.

Section 6 Cost of Coverage

Part-time employees eligible to receive benefits will have coverage paid on a prorated basis.

Any additional premiums for insurance coverage above and beyond that described in Sections above shall be paid for by the individual employee through regular payroll deduction, which deduction is hereby authorized by this Agreement.

Each employee shall complete and submit all papers and forms required by the insurer.

Section 7 Coverage Eligibility

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.

ARTICLE 23 **BULLETIN BOARDS**

The Employer will furnish one (1) bulletin board in each work reporting area for the exclusive purpose of Management-Union notices and information.

ARTICLE 24 **DISCIPLINARY PROCEDURES**

Section 1

Both parties of this Agreement recognize that a certain amount of discipline is necessary for the efficiency of operation. Therefore, these certain disciplinary rules and the penalties for infractions of such have been agreed upon as follows:

Disciplinary action or measures shall include the following:

- A. Verbal warning
- B. Written reprimand
- C. Suspension Without Pay
- D. Discharge

Employees shall be disciplined only for just cause. Any bargaining unit employee shall have the right to challenge the propriety of disciplinary action or discharge through the regular grievance procedure. In the event of disciplinary action or discharge, the employee may notify the employee's steward or other Union representative, before he is required to leave the premises. The subsequent discussion shall take place in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion. The Union representative will be called promptly if requested, and in any event will be notified within one working day following the action, if such notification cannot be made immediately. If the Employer has reason to reprimand or discipline an employee, it shall be done in a manner

that will not embarrass the employee before fellow employees or the public.

Classification of Misconduct

- Group 1 - Minor Offenses
- Group 2 - Intermediate Offenses
- Group 3 - Major Offenses

Disciplinary action shall be imposed in accordance with each of the groups of offenses as hereinafter set forth.

Group 1 Offenses

- A. Habitual tardiness at commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason, as determined by the Department Head.
- B. Absenteeism without sufficient reason or proper notification.
- C. Disregard of safety rules or common safety practices.
- D. Abuse of coffee break time.
- E. Use of profanity or obscene language in the presence of fellow employees or the public.
- F. Faulty work and/or covering up faulty work.
- G. Inefficient work.
- H. Any offense in either Group 2 or 3.

The disciplinary procedure in this group shall be: first offense, written reprimand; second offense, one day suspension without pay; third offense, three day suspension without pay; fourth offense, seven day suspension without pay; and fifth offense, discharge. The violations shall be cumulated for a period of not more than eighteen (18) months.

Group 2 Offenses

- A. Unprofessional conduct.
- B. Injurious or dangerous pranks.
- C. Fighting on the premises (quarreling not considered fighting).
- D. Gambling during work hours.
- E. Making or publishing of false and vicious or malicious statements concerning any employee, department head, or the County.
- F. Malicious destruction of County property.
- G. Unjustified abuse of the public, verbal or physical.

- H. Willful disobedience to the proper directive of a supervisor, or other acts of insubordination.
- I. Any offense in Group 3.

The disciplinary procedure in this group shall be: first offense, three days suspension without pay; second offense, seven days suspension without pay; third offense, discharge. The violations shall be cumulated for a period of not more than thirty (30) months.

Group 3 Offenses

- A. The misuse or removal from the premises, without prior authorization, of any County records, confidential information, or of any other County property, except as necessary in the performance of an employee's duty.
- B. Theft of any property of fellow employees or of the County.
- C. Knowingly falsifying of any timekeeping records, or intentionally giving false information to anyone whose duty it is to make such records.
- D. Consumption of any alcoholic beverages or abuse of controlled substances.
- E. Absence of three (3) consecutive working days without notice or leave and without justifiable reason for failure to report.
- F. Reporting to work while under the influence of alcoholic beverages, illegal drugs, controlled substances, or hallucinogens.
- G. Possession or use, sale, or delivery of alcoholic beverages, illegal drugs, controlled substances, or hallucinogens on County property, in County vehicles or during working time.

The disciplinary action in this group shall be immediate discharge.

Section 2

Before the Department Head discharges an employee for incompetence, after the employee has served his probationary period, he will notify the employee of the employee's incompetence and how the employee's work is deficient, so as to allow the employee ample time to correct himself and put forth greater effort to qualify himself for continued employment.

Section 3

When, in the opinion of the Department Head, and after consultation with the Human Resources Department, it appears probable that the employee's unacceptable behavior is caused by physiological or emotional problems that will not be resolved by the disciplinary procedures set forth in Section 1 of this Article, the Department shall endeavor, with the Human Resources Department and other appropriate County agencies, to assist the employee in resolving the problems that have given rise to the unacceptable behavior.

Section 4

When discipline involving loss of pay is to be imposed upon an employee, and if the employee requests to see a steward and the steward is not immediately available, it is agreed that, if requested by the Union, the Employer will grant a delay of up to twenty-four (24) hours before imposing a penalty which directly results in a loss of pay, except as to Group 3 offenses.

Section 5

The Union and the Employer recognize that the lists of possible offenses do not include all possible matters that may be proper cause for disciplinary action. Any and all such action shall be subject to the grievance procedure.

ARTICLE 25

DRUG POLICY

- A. The County may require an employee to submit to an alcohol and/or drug test if there is reasonable cause to believe that the employee's performance is impaired by alcohol, illegal drugs, controlled substances or hallucinogens.
- B. Such testing may require the employee to provide a blood and/or urine sample. If the test discloses the presence of illegal drugs, controlled substances or hallucinogens, or if the test indicates that the employee is impaired or intoxicated by alcohol, the employee is subject to discipline up to and including immediate discharge. Refusal to submit to the test is grounds for immediate discipline, up to and including immediate discharge.
- C. An employee is urged to consult with his supervisor if he/she is using prescription or over-the-counter medication which the employee believes may affect his/her performance.

ARTICLE 26

MILEAGE REIMBURSEMENT

Employees who must furnish their own automobile for work purposes will be compensated at a rate approved and revised by the County Board of Commissioners. The rate will be the same as non-bargaining unit employees based on the IRS rate. During the term of this agreement, any revised amount will be made available to bargaining unit employees.

ARTICLE 27

VALIDITY

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of Federal or State Law, existing or here after enacted, such invalidity or unenforceability shall not affect the remaining provisions hereof. Within thirty (30) days at the request of either party, the parties shall meet to negotiate on the affected provisions.

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 signed by all the parties of the Agreement.

ARTICLE 28**ACCEPTANCE OF GIFTS**

No employee shall accept loans, gifts, money, or goods, services or other preferred arrangements for personal benefit under any circumstances directly or indirectly involving influence upon the manner in which he performs his work, makes his decision, or otherwise discharges his duties as a County employee.

ARTICLE 29**SUPPLEMENTARY EMPLOYMENT**

- A. Supplementary employment is not encouraged but is permitted, provided that the employee notifies his Department Head in writing of his supplemental employment, including name of supplemental employer, duties, and hours worked.
- B. The additional employment must in no way conflict with the employee's hours of County employment, or in quantity or interest conflict in any way with the satisfactory and impartial performance of his County duties.

ARTICLE 30**RETIREMENT**

The County agrees, to provide all permanent employees hired before February 8, 2011, regularly scheduled to work at least ten (10) six-hour days per month the Michigan Municipal Employees Retirement System Plan B-4 with the benefit program F55(25) with an employee contribution of 3.01%, with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by the Agreement, and as provided for in the Michigan Municipal Employees Retirement Act of 1984, Act No. 427, Public Acts of 1984.

Employees hired on or after February 8, 2011 shall pay an employee contribution of 5% of gross wages.

ARTICLE 31**GENERAL PROVISIONS**

- A. Basic hand tools required for the job shall be supplied by the Employer.
- B. The Employer will provide a minimum of five (5) sets of uniforms per week to all permanent employees working in Solid Waste, Collection Operations, Treatment Operations (including Custodian), Farm, Fleet Maintenance, Operations Maintenance, Laboratory (Utility Assistant only). The Employer will provide up to five (5) lab coats to all other Laboratory personnel. Employees who regularly work outside may receive, in lieu of uniforms, one (1) pair of Carharts or Walls per year to be maintained by the employee. Employees choosing this option must notify their supervisor by October 1 of each year and may not change back to uniforms for a period of one (1) year from that date. The Laboratory I.P.P. staff will be provided protective disposable coveralls, as needed.
- C. The Employer shall provide foul weather gear and protective clothing. The Employer will reimburse up to \$170.00 per calendar year for Carhart, Walls or comparable outerwear for Agricultural Equipment Operators, Electricians/W.W., Irrigation Technicians,

Maintenance Mechanics, Operations Maintenance Mechanics, Solid Waste Disposal Site Operators and Solid Waste Operators, The Employer will provide work gloves to employees as determined appropriate by the Employer. Laboratory Technicians will receive a reimbursement of \$170 every three years unless approved by the Wastewater Director on a more frequent basis.

- D. The Employer will provide Hepatitis A, Hepatitis B and Tetanus inoculations, administered by the Muskegon County Health Department, to all employees who have contact with wastewater or solid waste upon their request.
- E. The Employer will reimburse the employee for fees incurred in obtaining a required Commercial Driver's License (CDL) after presenting proof of License and payment to their supervisor.
- F. The following definitions apply to this Agreement:
 - 1. Employee - A person legally appointed and occupying a position in County service within the bargaining unit.
 - 2. Full-time Employee - A represented employee appointed to a position which requires the services of an employee an average of forty (40) hours per week for a continuous period exceeding ninety (90) calendar days.
 - 3. Part-time Employee - A represented employee appointed to a position which requires the services of an employee for twenty-five (25) hours per week for a continuous period exceeding ninety (90) calendar days.
 - 4. Permanent Employee - A represented employee appointed to a position which will require the services of an employee, either part-time or full-time, for a continuous period exceeding ninety (90) calendar days.
 - 5. Temporary Employee - A non-represented employee appointed as a new hire to a position which will require the services of an employee, either part-time or full-time, for a continuous period not exceeding ninety (90) calendar days.
 - 6. Hourly Employees - A non-represented employee appointed to a position which will require the services of an incumbent for less than twenty-five (25) hours per week, regardless of the number of days worked.
 - 7. Position - A group of currently assigned duties and responsibilities requiring the employment of one (1) person. A position may be occupied or vacant at any given time.
 - 8. Seasonal Employee - A non-represented employee appointed to a seasonal position which will require the services of an employee one hundred and twenty (120) calendar days; however, such employee shall not be used in a position that is generally occupied by Unit employees.
- G. The Union may use the Conference Room of the Administration Building for meetings held during off-duty hours when the

facility is available and arranged for at least one (1) week in advance of the meeting.

- H. Inclement Weather: In the event that inclement weather causes Management to cease operations for one shift or more, employees who do not work because of such a closing shall be paid for their regularly scheduled hours they would have worked at their regular rate of pay. Employees required to work during a closing caused by inclement weather shall be paid for hours actually worked at one and one-half (1½) times their regular hourly rate.

ARTICLE 32

SUBCONTRACTING

The Employer retains the right to contract or subcontract work as necessary to maintain efficiency of operations, provided that such action will not be taken for the sole purpose of undermining the Union or discriminating against its members.

ARTICLE 33

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 34

NON-DISCRIMINATION

- A. The Employer and the Union agree that the provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, height, weight or marital status.
- B. The parties hereby agree that no officers, agency, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

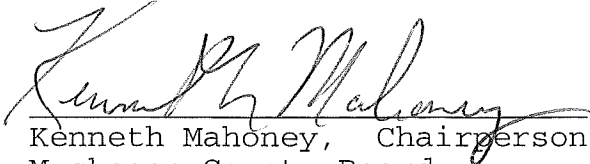
ARTICLE 35**DURATION**

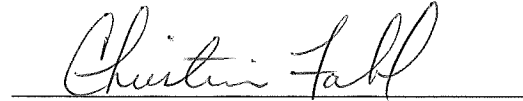
This contract shall be in full force and effect from February 8, 2011, through September 30, 2011, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to August 1, 2011, or prior to August 1, of the appropriate succeeding twelve (12) month period, of their desire to negotiate a new contract. Upon receipt of such written notification, the parties shall arrange to meet promptly and regularly for the purpose of consummating a new contract, or for the purpose of negotiating such amendments or modifications. In the event one or both of the parties have given notification of its or their desire to negotiate a new contract, within the time limits provided for herein and no agreement has been reached on the date this contract expires, such contract shall be extended until such negotiations have been completed and a new contract takes effect.

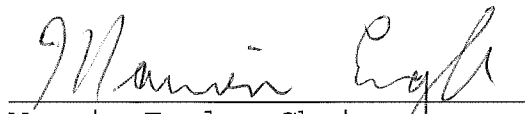
IN WITNESS HEREOF, the parties have executed this Agreement:

COUNTY OF MUSKEGON

WASTEWATER, LOCAL 517M
SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, PROFESSIONAL AND
CLERICAL DIVISION


Kenneth Mahoney, Chairperson
Muskegon County Board
of Commissioners


Christine Fahl
Business Agent


Marvin Engle, Chairperson
Board of Public Works


Mark Stockwell, President

3-22-11
Date

3-22-11
Date

Appendix A
 Section 1-Position Table

<u>Class</u>	<u>Position Description</u>	<u>Table</u>	<u>Grade</u>
WF 025	Agricultural Equip Operator FT	WW	00060
WF 030	Apprentice Electrician/WW	WW	00097
WF 050	Collection Systems Operator FT	WW	00080
WF 075	Custodian/WW FT	WW	00020
WF 100	Electrician/WW FT	WW	00110
WF 125	Irrigation Operator FT	WW	00080
WF 150	Irrigation Technician FT	WW	00090
WF 175	Laboratory Dishwasher	WW	00010
WF 200	Laboratory Technician FT	WW	00095
WF 225	Maintenance Mechanic FT	WW	00100
WF 230	Master Electrician/Wastewater	WW	00120
WF 250	Operations Maint. Mechanic FT	WW	00100
WF 275	Pretreatment Technician FT	WW	00095
WF 325	Solid Waste Disp. Site Operator FT	WW	00100
WF 326	Solid Waste Operator - FT	WW	00080
WF 340	Wastewater Utility Assistant	WW	00045
WF 350	WW Heavy Equip. Operator FT	WW	00100
WF 375	WW/Solid Waste Account Clerk FT	WW	00050
WF 400	Weighstation Attendant FT	WW	00030

Appendix A
 Section 1-Wage Rate Table A - Effective the first full pay period
 following January 1, 2008

<u>Table Grade</u>	<u>Step 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
WW 00010	10.25	10.57	10.92	11.25	11.61	12.10
WW 00020	10.06	10.54	10.92	11.25	11.62	11.99
WW 00030	11.04	11.46	11.87	12.33	12.81	13.33
WW 00045	12.19	12.65	13.14	13.53	14.00	14.59
WW 00050	12.51	13.01	13.57	14.18	14.79	15.40
WW 00060	14.37	14.97	15.52	16.09	16.68	17.36
WW 00070	15.49	16.11	16.76	17.38	18.02	18.82
WW 00080	15.49	16.11	16.76	17.38	18.02	18.82
WW 00090	16.09	16.78	17.42	18.08	18.76	19.50
WW 00095	16.11	16.76	17.38	18.02	18.82	19.58
WW 00097	16.42	17.11	17.77	18.43	19.13	19.89
WW 00100	16.75	17.42	18.11	18.81	19.50	20.33
WW 00110	18.82	19.62	20.41	21.21	22.01	22.93
WW 00120	20.70	21.56	22.44	23.33	24.21	25.24

Appendix A

Section 1-Wage Rate Table A - Effective the first full pay period following January 1, 2011, 1.4%

<u>Table Grade</u>	<u>Step 1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
WW 00010	10.39	10.72	11.07	11.41	11.77	12.27
WW 00020	10.20	10.69	11.07	11.41	11.78	12.16
WW 00030	11.19	11.62	12.04	12.50	12.99	13.52
WW 00045	12.36	12.83	13.32	13.72	14.20	14.79
WW 00050	12.69	13.19	13.76	14.38	15.00	15.62
WW 00060	14.57	15.18	15.74	16.32	16.91	17.60
WW 00070	15.71	16.34	16.99	17.62	18.27	19.08
WW 00080	15.71	16.34	16.99	17.62	18.27	19.08
WW 00090	16.32	17.01	17.66	18.33	19.02	19.77
WW 00095	16.34	16.99	17.62	18.27	19.08	19.85
WW 00097	16.65	17.35	18.02	18.69	19.40	20.17
WW 00100	16.98	17.66	18.36	19.07	19.77	20.61
WW 00110	19.08	19.89	20.70	21.51	22.32	23.25
WW 00120	20.99	21.86	22.75	23.66	24.55	25.59

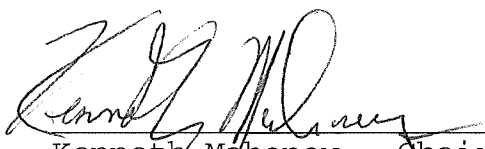
LETTER OF UNDERSTANDING
PUBLIC WORKS UNIT

Subject: Ear Protection and Testing

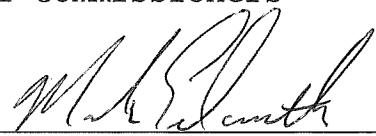
It is understood that the Employer will conduct a study to determine which bargaining unit positions require ear protection and testing based on the current MIOSHA standards.

COUNTY OF MUSKEGON

**WASTEWATER, LOCAL 517M
SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, PROFESSIONAL AND
CLERICAL DIVISION**


Kenneth Mahoney, Chairperson
Muskegon County Board
of Commissioners


Christine Fahl
Business Representative


Mark Eisenbarth
Wastewater Director


Mark Stockwell, President


Deborah Groeneveld
Human Resources Director

3-22-11
Date

3-22-11
Date