

AGREEMENT

Between

MUSKEGON COUNTY BOARD OF COMMISSIONERS

And

**TEAMSTERS LOCAL 214 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

(General Employees Unit)

October 26, 2010 Through September 30, 2011

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AGREEMENT

THIS AGREEMENT is entered into this 26th day of October, 2010, by and between the County of Muskegon and its Board of Commissioners, hereinafter called the "Employer", and Teamsters Local Union #214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, & Helpers of America, hereinafter called the "Union". This Agreement shall remain in force and effect through the 30th day of September, 2011.

PURPOSE

Section 1.1

Preamble

THIS AGREEMENT, entered into by the parties, has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other specified conditions of employment. The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

RECOGNITION

Section 2.1

Collective Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, amended by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative of all permanent employees of the County as listed in Schedule A attached hereto, but excluding confidential, executive and supervisory and all employees of the Airport, Brookhaven Medical Care Facility, Community Mental Health Services, Wastewater Facility, District Court, Social Services and any employees in the positions which are listed in Schedule B, attached hereto, and excluding all other employees.

Section 2.2

Definition of Terms

- A. Employee. A person legally appointed and occupying a position in the County Service.
- B. Full-Time Employee. An employee appointed to a position which requires the services of an employee forty (40) hours per week for a continuous period exceeding ninety (90) calendar days.
- C. Part-Time Employee. An 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) days.
- D. Permanent Employee. An employee appointed to a position, other than seasonal, which will require the services of an employee,

either part-time, or full-time, for a continuous period exceeding ninety (90) calendar days.

- E. Temporary Employee. An employee appointed 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.
- F. Hourly Employee. An 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. The only benefit hourly employees shall be eligible to receive and accumulate is seniority based on the number of hours worked.
- G. Position. A group of duties and responsibilities which may be occupied or vacant at any given time.
- H. Seasonal Employee. An employee appointed to a position which will require the services of an employee, either part-time or full-time, to perform seasonal work activities for a continuous period not exceeding one hundred and twenty (120) calendar days.

Section 2.3

Dues Deduction

It is agreed that all employees who come within the provisions of this Agreement will be requested to sign a card or form as provided by the Union authorizing the deduction from the employees' wages of all Union dues, initiation fees and special assessments as may be established by the Union, and becomes due to it during the life of this Agreement. The Employer agrees to comply with such written authority and to transmit such sums to the Union.

Section 2.4

Union Security

The Employer agrees that during the term of this Agreement, it shall be a condition of employment that all present and future employees (after completion of sixty [60] days of employment) shall either become members of the Union or pay the equivalent of Union dues as a service charge for his/her representation by the Union. In the event any employee fails to pay dues or a service charge within thirty (30) days after written notice by the Union to the employee, such employee's services shall be terminated; subject, however, to limitations imposed by applicable laws.

Section 2.5

Save Harmless

The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits, or other forms of liability that may arise by reason of compliance with the terms of this Section.

Section 2.6

Union Responsibility

The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement.

EMPLOYER'S RIGHTS

Section 3.1 **Reserved Rights**

The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer. The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the of the Employer except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer subject, however, to the provisions of this Agreement, and applicable law. It is agreed that except as abridged, delegated, modified or granted by this Agreement, all of the rights, powers and authority the Employer had prior to the signing of the Agreement are retained by the Employer and remain within the rights of the Employer.

UNION RIGHTS

Section 4.1 **Bargaining Unit Classifications**

A classification may not be removed from the bargaining unit by changing the title or modifying the work assignments.

Section 4.2 **Non-Bargaining Unit Personnel**

Non-bargaining unit employees will not be assigned bargaining unit work where it would cause the layoff of a bargaining unit employee, or where it would delay the announcement of an approved, funded vacant position in the bargaining unit, as authorized by the County Board of Commissioners.

PROHIBITIONS

Section 5.1 **No Strike**

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 Section by an employee shall subject that employee to disciplinary procedure up to and including discharge.

Section 5.2

No Lock-Out

The Employer agrees that it will not lock out employees during the term of this Agreement.

REPRESENTATION

Section 6.1

Stewards and Alternates

In each district, as defined herein, employees shall be represented by one (1) steward who shall be a regular employee working in that district. In the absence of the steward, the Chief Steward may serve as alternate.

A. The County recognizes the following stewards (districts) as allocated:

| | | |
|--|--------------|-----------|
| Hall of Justice | Floors 3 & 4 | 1 Steward |
| Hall of Justice | Floors 5 & 6 | 1 Steward |
| County Clerk, Register of Deeds & Treasurer | | 1 Steward |
| Health Department (all Units) | | 1 Steward |
| Central Services, Accounting, Equalization, Facilities Management & Library | | 1 Steward |
| MATS | | 1 Steward |
| Juvenile Detention Center | | 1 Steward |
| Child Haven | | 1 Steward |
| Sheriff | | 1 Steward |

Section 6.2

Stewards and Chief Steward

Stewards will be given the necessary time off during his/her regular work hours to process grievances at Step 1, subject to the operating needs of their employing department.

The Chief Steward will be given the necessary time off during his/her regular work hours for the following matters:

- A. To process grievances beyond Step 1.
- B. To attend arbitration matters.
- C. To attend special conferences.
- D. Contract negotiations.
- E. To attend meetings called by the County with the Union to discuss matters relative to wages, hours, and working conditions affecting bargaining unit personnel.

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 Union affairs only when absolutely necessary. No

steward shall leave his/her department on Union business without the express consent of his/her Department Head or designated agent but if consent is not given, the Department Head shall arrange to have the Chief Steward notified immediately. The Chief Steward, acting in his/her official capacity, may leave his/her department after giving notification to his/her Department Head. Notice shall also be given the appropriate Department Head, or in his/her absence the supervisor in charge of the office at that time, when such Union official enters another department for the purpose of conducting Union business during working hours. No other Union official, except the bargaining committee as a whole, attending a scheduled bargaining meeting, may conduct Union business during working hours.

Section 6.3 Notice of Union Representation

It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of the Agreement, serve upon the Employer a written notice listing the Union's authorized representatives employed by the County who are to deal with the County on behalf of the Union making commitments for the Union. The Union shall notify the Employer of any changes of this representatives during the term of this Agreement.

Section 6.4 Bargaining Committee

The Union shall be entitled to form a Bargaining Committee consisting of not more than four (4) members, the Chief Steward, and the Business Representative, or any other Union officials of this local union. No two (2) members of the Bargaining Committee shall be from the same department.

SPECIAL CONFERENCES

Section 7.1 Notice of Special Conferences

Special conferences for important matters may be arranged by mutual consent of the parties.

Arrangements for such special conferences shall be made reasonably in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Section 7.2 Scheduling of Special Conferences

Special conferences shall occur within fourteen (14) days of the mutual consent.

Such conferences shall be held between the hours of 8:00 a.m. and 5:00 p.m.

Section 7.3 Special Conference Meetings

Special conference meetings shall be attended by not less than two (2) or more than five (5) representatives of each the Union and the Employer.

Matters taken up in special conferences shall be confined to those included in the agenda.

The members of the Union shall not lose time or pay for time spent in such special conferences.

SENIORITY

Section 8.1 Definition of Seniority

Bargaining unit seniority shall be defined as the length of continuous service since last date of hire with the County within the bargaining unit, since which the employee has not quit or been fired for just cause.

Section 8.2 Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. 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 ½) months. Probationary employees shall not have access to the grievance procedure regarding evaluations or terminations, but shall be otherwise represented.

Section 8.3 Termination of Seniority

Seniority shall be defined as in Section 8.1, but an employee shall cease to have seniority and is no longer employed if:

- A. He/she quits.
- B. He/she is discharged for just cause.
- C. He/she is absent from work for a period of three (3) consecutive work days without notifying the Employer.
- D. If he/she fails to give two (2) weeks notification of his/her intent to return to work earlier than the scheduled expiration of a leave of absence, or if he/she does not immediately return to work and does not request and receive a written extension of said leave of absence. The above shall not be interpreted to allow a grace period of three (3) days after leave of absence.
- E. He/she gives a false reason for a leave of absence.
- F. He/she fails to return after being recalled from lay-off within the time limits allowed.

- 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. Employees who take a position outside of this bargaining unit will cease to have seniority in this bargaining unit.

Employees returning to a position in the bargaining unit will be treated as a new hire in accordance with 8.1, Definition of Seniority.
- I. He/she retires under the County retirement system.
- J. If he/she fails to return at the expiration of a leave of absence.

Section 8.4 Seniority and Worker's Compensation

An employee shall accrue seniority while absent because of injuries covered by the Worker's Disability Compensation Act.

Section 8.5 Employee Records

An employee's payroll records, service records, seniority or other information pertinent to the investigation and processing of grievances shall be made available to the employee upon the employee's request, or the Union, if authorized in writing by the employee.

Section 8.6 Seniority List

Human Resources shall maintain a County-wide seniority list, for employees within the bargaining unit, including name, date of hire and current department. This list shall be updated semiannually and submitted in writing to the Chief Steward on or before the 15th day of January and July. The Chief Steward shall also receive notice of all bargaining unit personnel hired, terminated, laid off or placed on an extended Leave of Absence Without Pay; such notification shall be given in writing, on a monthly basis.

Section 8.7 Shift Assignment

- A. If it becomes necessary for the Employer to establish any additional second or third shifts either temporarily or permanently, the most senior employee in the classification assigned to the new shift will be offered such assignment first. If the most senior employee declines the shift change, the least senior employee will be assigned until the position can be filled by a volunteer who is qualified to perform such assignment.
- B. In the Muskegon Area Transit System (MATS), effective on July 1, 1983, full time Bus Operators may select route assignments by bargaining unit seniority. Departmental management retains the right to change any route assignments at its discretion for the

best interest of the Transit System, not subject to the grievance procedure. Departmental management will notify in writing the affected employee of the reason for the route assignment change.

- C. Effective October 26, 2010, in those Departments that operate a twenty-four (24) hour schedule, shift preference shall be bid by seniority, each year the last week of September for the following year which will go into effect the first of October. In those departments where there is a need to staff a particular shift or shifts with employees of both sexes, shift preference will be based upon bargaining unit seniority by the gender required to staff the particular shift or shifts.

Section 8.8

Super Seniority

Super seniority is granted to the Chief Steward and Stewards and is defined as seniority greater than that of any other bargaining unit employee in a lay-off or recall situation. Employees with super seniority shall not bump other employees with super seniority privileges.

Section 8.9

Length of Service for Other Purposes

A. For Retirement Benefits

1. An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least ten (10) six-hour days per month.
2. An employee shall be eligible to receive retirement benefits when he/she has reached age sixty (60) and has completed at least ten (10) years of service with the County of Muskegon, subject to the rules of Municipal Employees Retirement System (MERS).
 - a) Length of service shall be computed on a basis of the amount of time the employee has been actually paid by the County payroll or on Worker's Disability Compensation.
 - b) Retirement credit for service with other governmental agencies may be granted subject to the rules of MERS and the approval of the Board of Commissioners.

B. For All Fringe Benefits Based On A Length Of Service

1. This subsection applies to all benefits other than retirement as outlined in A above, for which eligibility is based on length of County service, excluding bargaining unit seniority.
2. 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:

- a) Time spent on military leave from Muskegon County shall be included.
- b) 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.
- c) 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.
- d) Service on the County payroll in a non-eligible employment which meets the following criteria shall be included:
 - I) The service shall be immediately preceding eligible County employment.
 - ii) The transition from non-eligible to eligible employment must have been made without a break in service.
 - iii) Official County records must show that the non-eligible service was full-time in nature.

HOURS OF WORK

Section 9.1

Normal Hours of Work

- A. The normal work week shall consist of a five (5) day, forty (40) hour week.
- B. The normal work day shall consist of eight (8) hours beginning at 8:00 a.m. and ending at 5:00 p.m. with one (1) hour off for lunch, except in those departments where deviation from the above schedule is necessary in order to maintain an efficient operation. The department head in such departments shall schedule the working hours for all employees in a manner to most efficiently cover the needs of the department. Whenever it becomes necessary for a department head to change the starting and ending hours of daily work for any employee, the employee shall still be required to complete an eight (8) hour day of work. There shall be no discrimination or favoritism shown toward any employee in this instance.
- C. If it becomes necessary for the department to change the hours or days of work, either temporarily or permanently, the most senior employee in the classification assigned to the change of hours or

OVERTIME

Section 10.1 Overtime Assignments & Equalization

Department heads may assign overtime to meet operational needs. Prior approval of overtime hours is required from the supervisor or department head. Overtime assignments are to be considered mandatory subject to departmental procedures for distribution of such overtime. The following rotation system of assignment shall be used whenever possible:

- A. Hourly, part-time and temporary employees as defined in Section 2.2 shall be used to avoid the assignment of overtime to full-time employees whenever possible.
- B. Employees desiring to work overtime assignments shall sign up for overtime and be placed on an overtime equalization list. When overtime is assigned the person on the list with the least number of overtime hours shall work the assignment. If all hours are equal, the least senior employee will be required to work. The equalization list shall be renewed each six (6) months. For Muskegon Area Transit System employees, overtime assignments of less than four (4) hours shall not be used to calculate the overtime equalization list.
- C. If no full-time employees sign up for overtime, a rotation list shall be maintained by the department. Employees shall be placed on the list in order of seniority. The first person on the list shall receive the overtime assignment. Having worked the assignment, the first employee would be moved to the bottom of the list.
- D. Nothing in this provision shall be construed to prohibit the Employer from assigning overtime to any employee in an emergency situation, or continuing an employee on a work assignment when the work must be completed after normal working hours.

Section 10.2 Premium Pay for Overtime Work

Overtime shall be paid at the rate of one and one-half (1 & ½) times the employee's normal base hourly rate, including any applicable shift differential, for full-time employees for all hours worked in excess of the employee's normally scheduled hours or shift or forty (40) hours per week. Part-time and hourly employees as defined in Section 2.2, working hours in excess of that required of full-time employees shall also be eligible for overtime payment. Annual leave and paid holidays shall be counted as time worked when determining eligibility for overtime payment.

For employees on a twelve (12) hour shift, work extending beyond twelve (12) hours in a day or over eighty-four (84) hours in a regular two (2) week pay period (or over seventy-two (72) hours as applicable per the work schedule cycle in Section 9.1 above), shall be compensated for at one and one-half (1 ½) times the employee's regular hourly rate for base pay.

Section 10.3

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 two (2) hours overtime pay regardless of the number of hours worked. Eligible employees who are called in to work on either a Sunday or a holiday as recognized in this Agreement shall receive a minimum of three (3) hours overtime pay under this provision. Employees required to work in excess of the minimum call-in time shall be paid for time worked at the appropriate rates. Section 10.3 shall not apply where an employee is required to begin his/her shift early.

Section 10.4

On-Call Pay

Employees designated for an on-call assignment will be available to respond to an emergency or other call-in outside of normal working hours. Employees will be available for contact by electronic means and expected to be within a reasonable distance of their response location to ensure a prompt response time. Only employees eligible for overtime payment shall be eligible for on-call assignment pay.

- A. Classifications designated by their Department Head for on-call assignment and available for contact by electronic means outside of normal working hours will receive compensation in lieu of overtime pay at the rate of one and one-half (1 ½) times the employee's normal base hourly rate, including shift differential, for each shift of on-call assignment.
- B. Designated on-call employees will be paid for actual call-in time worked in accordance with Section 10.3 Minimum Call-In.
- C. Shifts, assignment designations, and minimum response times for on-call assignments shall be determined by the Department Head.
- D. The Department Head shall establish proper response time procedures to ensure on-call availability.

SICK LEAVE

Section 11.1

Definition of Sick Leave

Sick leave is an absence from work for purposes of illness or injury for which the employee who has completed the six (6) months probationary period is paid just as if he/she was at work, subject to the employee's sick leave accumulations and other provisions of this Section. Employees on paid sick leave will suffer no loss of seniority.

Section 11.2

Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

| Years of Service | <u>Days Sick Leave Earned</u> | | Maximum Sick Leave Accumulation |
|------------------|-------------------------------|---------------------|---------------------------------|
| | <u>Per Pay Period</u> | <u>In 12 Months</u> | |
| 0 - 10 | .4615 | 12 | 120 Days |
| 10 | .6923 | 18 | Unlimited |

Upon termination and after completing at least one (1) continuous full year of employment, accumulated sick leave shall be compensated for on the basis of one-half (½) of accumulated unused sick leave up to one hundred eighty (180) days and paid at the employee's current rate of pay.

Upon retirement, as defined by the State of Michigan MERS, or upon death, accumulated sick leave up to one hundred eighty (180) days shall be compensated for on the basis of three-quarters (¾) of the accumulated unused sick leave and paid at the employee's current rate of pay.

For Employees hired on or after October 26, 2010, 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) 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 12 (12) hours pay at the employee's regular rate based on the assigned work schedule.

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 shall receive three-quarters (¾) pay for all unused accumulated sick leave, up to ninety (90) days [maximum payout: sixty-seven and one-half (67 ½) days]. Payment shall be based on the rate the employee is earning at the time of separation.

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 (½) 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.

- A. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each hour they work.
- B. All authorized paid leaves of absence shall be counted as time worked when computing sick leave accumulations except Worker's Disability Compensation leaves.
- C. An equivalent amount of sick leave shall be cancelled for each period of work time an employee is off sick.

Section 11.3 Notification of Sick Leave Usage

All employees, except MATS Bus Operators, are required, whenever possible, to notify their Department Head that they will be unable to work before their normal work day begins, in any case not later than one-half (½) hour after the working day begins. MATS Bus Operators are required to call in at least one (1) hour prior to the start of their shift.

Section 11.4 Use of Sick Leave

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

- A. Any illness an employee may contract; any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty.
- B. Medical or dental examinations and/or treatment;
- C. 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/her off-duty time which is covered by Worker's Compensation;
- D. To supplement Worker's Compensation payments.
- E. The care of the employee's ill dependent children or spouse if the employee is the only person available to render such care. Such usage should not exceed three (3) days for any one illness, unless the employee is on an approved Family Medical Leave.

Section 11.5 Physician's Verification

A physician's certification may be required as evidence of an employee or family illness as outlined in Section 11.4, or any personal injury that prevented the employee's attendance at work for a period in excess of three (3) continuous days. In addition, a physician's certification 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 twelve (12) days. Falsification of such evidence will be sufficient cause for disciplinary action.

Section 11.6 Sick Leave During Vacation

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 his/her department head.

Section 11.7 Chronic Illnesses

Employees suffering from a chronic or recurring illness necessitating absences for which sick pay is payable may, at the 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/she may be discharged due to such disability.

Section 11.8 Special Consideration

In the event an employee has a serious illness and has used up all his/her accumulated sick leave and vacation leave, the employee may request the Board of Commissioners to extend the sick leave with pay. The Board of Commissioners may, at its discretion, for exceptional circumstances, grant an extension of sick leave at such rate of pay and for such time that it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

ANNUAL LEAVE

Section 12.1 Annual Leave Accumulation

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

| Years Service | Annual Accumulation | Days Per Pay | Maximum Accumulation* |
|---------------|---------------------|--------------|-----------------------|
| 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 |

Section 13.2

Jury Duty

Employees on jury duty or subpoenaed as a witness, except where such subpoena is the result of secondary employment, 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 court, 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 jury duty or subpoenaed as a witness shall return to work for the balance of the day when released by the court in excess of one (1) hour prior to the end of the employee's regular shift.

Section 13.3

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, Army Reserve, Coast Guard Reserve, Marine Reserve or Air Corps Reserve are called back to duty, they shall be entitled 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.

HOLIDAYS

Section 14.1

Recognized Holidays

The following days shall be recognized as holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve |

Section 14.2

Designated Holidays

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.

For the purpose of calculating holiday pay, holidays will be observed on the designated holiday for all employees except those employees in work

units or activities which operate on a twenty-four (24) hour per day, seven (7) day per week basis, i.e., Youth Home and Child Haven. For Youth Home and Child Haven employees, holidays will be observed on the actual observed holiday date.

Section 14.3

Holiday Pay

Holiday pay is defined as eight (8) hours at the employee's regular hourly rate. To be eligible for holiday pay, the employee must work his/her last scheduled day before and his/her first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as he/she has accumulated sick leave or vacation time. Employees required to work the holiday shall be paid at the rate of time and one-half (1 & ½) for hours worked on the holiday.

PERSONAL DAY

Section 15.1

Personal Day

Effective the first full pay period following January 1st of each contract year each full-time and part-time eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year provided they have completed six (6) months of continuous service. The personal leave days are not GEU 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 has completed a six (6) month probationary period and requests the day five (5) working days in advance and obtains approval of the supervisor.

For employees hired before January 1, 2010 for contract year 2010/2011 to be used by September 30, 2011, add four (4) personal days effective October, 26, 2010.

LEAVES OF ABSENCE WITHOUT PAY

Section 16.1

Leave of Absence Definition

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.

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 16.3.

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 Section 22, Filling of Vacancies. 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.

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

The leave of absence will expire based on the type of leave specified in Section 16.3.

Section 16.2 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 beginning of the Leave, except when an employee is on compensable injury, Section 16.3, B below.
- H. The employee does not earn credit towards longevity or credit towards the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.
- I. Must pay any group hospitalization or dental premiums falling due during any month in which the eligible 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 make individual arrangements.
- 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/her approved Leave of Absence Without Pay, or, if the approved Leave of Absence Without Pay extends beyond six (6) months, his/her group life insurance coverage is terminated.

Section 16.3

Types of Leave 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/her accumulation of earned Sick Leave with pay and earned Annual Leave.
 - 2. To be granted only on the written recommendation of the employee's physician.
 - 3. 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.
- 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 (suspension without pay).
- E. To cover time off because of personal reasons. Such a leave requires the approval of the employee's Department Head and the Human Resources Director and may not exceed twelve (12) months.
- 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.

Section 16.4

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, the employee must submit a resignation from the County Service. Failure to contact the Department Head or the Human Resources Department at the end of the Leave shall be grounds for labeling the separation from the County Service a voluntary resignation.

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 17.1

Family and Medical Leave Act Application

- 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 Section 12, Vacations (annual leave); Section 11, Sick Leave; and Section 16, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-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.

LAY-OFF

Section 18.1

Order of Lay-Off

In the event there is a reduction in personnel, lay-offs will be by classification within the affected department.

The following is the order in which employees will be laid off:

- A. Temporary part-time employees
- B. Temporary full-time employees
- C. Probationary employees
- D. Part-time employees with regular status
- E. Full-time employees with regular status

The order of lay-off within each department, within categories A through C shall be determined by the Employer.

Section 18.2

Part-Time Employees

Among part-time and full-time employees with regular status within a classification within a department, the least senior employee shall be laid off first. As to D and E in Section 18.1 above, part-time employees within a classification within a department shall be laid off before full-time employees in the classification and department. Part-time employees shall be eligible to utilize the bumping procedure in Section 18.4, but only for purposes of bumping other part-time employees within the bargaining unit.

Section 18.3

Union Notification

The Employer will notify the Chief Steward in writing, fifteen (15) days prior to the anticipated date of any lay-offs within the bargaining unit.

Section 18.4

Bumping Procedure

Employees to be laid off may exercise their bargaining unit seniority for bumping purposes as follows:

- A. Employees faced with layoff who have greater seniority than the least senior employee within the same classification and department must first bump the least senior employee in the same classification and department within the bargaining unit.
- B. If bumping is not possible as in A above, employees faced with layoff who have greater seniority may bump the least senior employee within the same classification within the bargaining unit.
- C. If bumping is not possible as in B above, employees faced with layoff who have greater seniority may bump the least senior employee within another classification within his/her department with the same or lower maximum salary provided they meet the minimum qualifications of the classification and can perform the work.
- D. If bumping is not possible, as in C above, employees faced with layoff who have greater seniority may bump the least senior employee within another classification within the bargaining unit with the same or lower maximum salary, provided they meet the minimum qualifications of the classification and can perform the work.
- E. If bumping is not possible as in D above, the employee will be laid off.
- F. The Employer shall provide two (2) weeks prior notice of layoff.
- G. Employees wishing to exercise bumping privileges shall notify the Human Resources Director or his/her designee of their intent to bump and the employee shall notify the Human Resources Director or his/her designee of the person to be bumped within four (4) days of the layoff notice.
- H. Employees bumping to another classification or another department shall serve a thirty (30) day trial period. If the bump is unsuccessful, the employee is laid off. Employees not successful in exercising their bumping privileges will be laid off from their original classifications.

Section 18.5

Pay Effect

Employees bumping to another classification shall receive the rate of pay for that classification. If their current rate of pay is within the range of the classification into which the employee is bumping, the employee will retain their present pay rate. If their current rate of pay exceeds the maximum rate for the classification into which they are bumping, the employee shall receive the maximum pay rate for the classification into which they are bumping.

Section 18.6

Forfeit of Recall Rights

Employees bumping successfully who thereafter successfully bid for a promotion to a classification with the same or higher maximum pay rate as the classification from which they were laid off, shall forfeit recall rights to the classification from which they were laid off.

RECALL

Section 19.1

Order of Recall

When recalling employees following a lay-off to their former classification, the employee with the most seniority, who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work shall be the first employee recalled.

Section 19.2

Notification of Recall

When recalling laid off employees back to work, the Human Resources Director 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.

- A. Each employee who is recalled from lay-off shall report in person or by certified mail to the Human Resources Director within three (3) work days after being notified of recall whether or not he/she intends to return to work for the County. The employee shall report to work on the date specified by the County which shall not be less than five (5) calendar days from the date of recall notification. If an employee fails to notify the Human Resources Director or his/her designee of his/her decision, within the aforesaid three (3) work day period, or notifies the Human Resources Director or his/her designee that he/she will not return to work for the County, or having agreed to return to work for the County, fails to report on the date specified, the employee shall be considered as having voluntarily quit.
- B. In the event the Human Resources Director feels that the most senior employee to be recalled is not qualified, the Human Resources Director will notify the employee in writing of such reasons, and the employee may have access to the Grievance Procedure.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 20.1

Grievance Procedure

In the event that a complaint is reduced to writing, it shall be submitted on a form mutually agreed upon and shall contain but not be limited to, the following information: date, time, grievance number, grievant's name and signature, steward's signature, alleged violation of this Agreement, settlement desired, and a space allowed for the signature of the Employer representative answering each step. Either the Union or the Employer shall have the right to bring into a grievance proceeding any witnesses or representatives deemed desirable for the purpose of adjusting as promptly as possible the matter at hand. When the Union is the grievant, the Chief Steward shall sign as the aggrieved.

The time limit for filing all grievances shall be five (5) days from the date of the occurrence of the alleged grievance or from the date the aggrieved knows of the cause for complaint.

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

All specified time limits herein shall consist only of County work days Monday through Friday, but excluding holidays. Time limits may be extended only by mutual agreement of the parties.

Procedure:

Step 1

The employee having a specific grievance may present it in writing to their Department Head or designated representative. The written grievance must be signed by the grievant and his/her steward, and receipt acknowledged by the employee's Department Head or the Department Head's designated representative. The Department Head or the Department Head's designated representative will schedule a meeting with the grievant and steward, if so requested by the grievant, in an attempt to resolve the matter. In disciplinary matters, the Union shall be furnished all available evidence used to take the disciplinary action against the grievant, including witness statements and reports. In any case, the department will give its written reply within five (5) days of the receipt of the written grievance. The Union shall review all grievances at this step to determine the appropriateness of the next step.

Step 2

A grievance not settled at Step 1 may be submitted to the Human Resources Director within five (5) days of the date of the receipt of the written reply. The Human Resources Director shall provide written notice of the Employer's position within ten (10) days after receipt of the written grievance.

Step 3

If the grievance is not settled in Step 2 of the grievance procedure, it may be submitted by the Union to final and binding arbitration. Within sixty (60) calendar days of the date of the receipt of the written reply from Step 2, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of arbitrators in accordance with the rules of the Service. If the grievance is concerning a discharge from employment, the Union shall request an FMCS list of arbitrators within ten (10) days of the date of the receipt of the written reply from Step 2. A copy of the Union's arbitration request shall be forwarded to the Human Resources Director. Expenses for arbitration shall be borne equally by both parties, except that each party shall bear the expense of its own witnesses.

Section 20.2

Arbitration Procedure

At the time of the arbitration hearing, both the Employer and the Union have the right to examine and cross-examine witnesses. Upon request of either the Employer or the Union or the arbitrator, a transcript of the hearing shall be made. The cost of the transcript shall be borne by the party making the request. Either party may make a tape recording of the hearing. At the close of the hearing, the arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs, if it is the desire of either party.

Section 20.3

Power of Arbitrator

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.

DISCIPLINARY PROCEDURE

Section 21.1

Purpose of Disciplinary Procedure

It is recognized that a certain amount of discipline may be necessary for the efficiency of operation. Therefore, certain disciplinary rules and the penalties for infractions of such have been agreed upon as indicated in Section 21.2.

Section 21.2

Disciplinary Actions

Disciplinary action or measures shall include the following:

- A. Written oral warning
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

Employees having successfully completed their initial probationary period shall be discharged or given disciplinary suspension only for just cause. Any employee shall have the right to challenge the propriety of written reprimands, suspensions or discharges through the regular grievance procedure. In the event of disciplinary suspension or discharge, the Department Head shall notify the employee's steward or other Union representative before the employee is required to leave the premises. This discussion shall take place in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion within the building. The Union Representative will be called promptly, and in any event, will be notified within one (1) 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 with respect to each of the groups of offenses as hereinafter set forth. While the groups of offenses listed below are generally broad, the parties recognize that these lists of possible offenses do not include all possible matters that may be proper cause for disciplinary action.

Group 1 Offenses:

- A. Habitual tardiness at the commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason.)
- B. Absenteeism without sufficient reason or proper notification.
- C. Absence without approved leave.
- D. Abuse of coffee break time.
- E. Disregard of safety rules or common safety practices.

- F. Use of profanity or obscene language in the presence of the public or fellow employees who are intimidated or offended by said language.
- G. Inefficient work.
- H. Reporting to work while under the influence of alcoholic beverages.
- I. Any offense in Group 2 or 3.

The disciplinary procedure in this group shall be: First offense, written oral warning; second offense, written reprimand; third offense, one (1) day suspension without pay; fourth offense, three (3) day suspension without pay; fifth offense, seven (7) day suspension without pay; sixth offense, discharge. The violations shall be cumulated for a period of not more than twenty-one (21) months.

Group 2 Offenses:

- A. Injurious or dangerous pranks.
- B. Fighting on the premises (quarreling not considered fighting).
- C. Gambling during working hours.
- D. Making and publishing of false and vicious or malicious statements concerning any employee, Department Head or the County.
- E. Malicious destruction or abuse of County property.
- F. Unjustified verbal abuse of the public.
- G. Willful disobedience to the proper directive of a supervisor or other acts of insubordination.
- H. Accumulation of five (5) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.
- I. Unprofessional conduct.
- J. Any offense in Group 3.

The disciplinary procedure in this group shall be: First offense, three (3) day suspension without pay; second offense, five (5) day suspension without pay; third offense, seven (7) day suspension without pay; fourth offense, discharge. The violations shall be cumulated for a period of not more than two (2) years.

Group 3 Offenses:

- A. The misuse or removal from the premises, without prior authorization, of any County records, confidential information or 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 any timekeeping records, or intentionally giving false information to anyone whose duty it is to make such records.
- D. Consumption of alcoholic beverages on County property, in County vehicles or during working time.
- E. Absence of three (3) consecutive working days without notice or leave and without justifiable reason for failure to report.
- F. Accumulation of ten (10) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.
- G. Unjustified physical abuse of the public.
- H. Reporting to work while under the influence of illegal drugs, controlled substances, or hallucinogens.
- I. Possession or use, sale, or delivery of 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 21.3 Establishment of New Rules and Regulations

All new rules and regulations for the breach of which an employee may be discharged or disciplined shall be negotiated with the Union before adoption. Copies of work rules shall be made available to all employees.

Section 21.4 Notice of Disciplinary Action

When discipline is to be imposed upon any employee, the Department Head shall at once advise the Union representative and the employee of the offense and the penalty.

- A. When discipline is to be imposed, it is agreed that, when requested by the Union, the Employer will grant a twenty-four (24) hour period before imposing the penalty which directly results in a loss of pay, except as to Group 3 Offenses.
- B. Before a Department Head discharges an employee for in competence, after the employee has served his/her probationary period, he/she 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/herself and put forth greater effort to qualify himself/herself for continued employment.
- C. When it appears probable that the employee's unacceptable behavior is caused by physiological or emotional problems, the department may attempt, with the cooperation of 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.

FILLING OF VACANCIES

Section 22.1

Vacancy Announcement

The vacancy will be announced and posted in departments with bargaining unit members for five (5) working days for bargaining unit members when the Employer determines to fill a vacant position within the bargaining unit. Applications from bargaining unit members will be accepted by the Human Resources Department within the five (5) working days after the date of the announcement.

Section 22.2

Filling of a Vacancy

- A. To be eligible for consideration for the vacancy, bargaining unit employees must:
1. Have completed the initial probationary period.
 2. Meet the minimum qualifications of the class.
 3. Have the present ability and physical fitness to satisfactorily complete the required work activities.
- B. Selection among those applicants determined eligible as stated above to fill the vacancy is made in the following order:
1. Employees in the department in which the vacancy occurs.
 2. Employees in other departments within the bargaining unit.

Where employees are determined qualified within the order of selection indicated above, seniority shall determine order of placement.

- C. If no bargaining unit employee who applies for the vacancy is determined eligible to fill the announced vacancy, the County may fill such vacancy from outside the bargaining unit. No employee hired from outside the bargaining unit will be hired at a rate of pay higher than the least senior employee in the same classification within the hiring department.
- D. Nothing in this Section shall be construed so as to limit the Employer's authority to assign appropriate duties to employees working within their classification.

Section 22.3

Trial Period

Any employee filling a vacancy will be given sixty (60) calendar days to demonstrate his/her ability. The department will assist employees who

fill the vacancy during their trial period. An extension of this trial period may be given upon mutual agreement between the Union and the Employer.

1. If unable to qualify, the employee shall be returned to his/her former classification and rate of pay.
2. Employees successfully completing this thirty (30) calendar day trial period shall be precluded from further vacancy announcements for a period of six (6) months. This Section shall not apply to Section 18.4, H.

Section 22.4 Definition and Pay Effect in Filling Vacancies

The following provisions shall govern the assignment of pay steps in filling of vacancies:

- A. A promotion is defined as a change in status from an employee's present classification to a classification of a higher maximum salary. An employee promoting to a new classification with a higher maximum pay rate shall receive the minimum step of the new class. In the case of an overlap in pay ranges between the employee's current class and the class to which he/she is promoting, the employee shall receive an increase to that step on the new pay range which would most closely approximate a five percent (5%) increase over his/her present pay rate, not to exceed the maximum pay rate for the class into which he/she is promoting. An employee so promoted shall be eligible for a merit increase one (1) year from the date of such promotion, subject to the outcome of a performance evaluation.
- B. A transfer is defined as a status change of an employee from the employee's present position to another vacant position in the same classification or a classification of equal maximum pay in another department. Transfers to a class of equal maximum pay require that the employee meet the minimum qualifications of that classification. An employee transferring to another position in the employee's present classification or a new classification of equal maximum pay rate in another department, shall maintain the current pay rate received.

Section 22.5 Filling of Vacancies Limitation

The provisions of this Filling of Vacancies section does not apply to the classifications of Building Maintenance Mechanic I, Environmental Quality Sanitarian, Food Services Sanitarian, GIS Technician, Housekeeper, Kennelperson, Lead Custodian, Mechanic/Sheriff, Microfilm Operator, and Printing Equipment Operator.

TEMPORARY WORK ASSIGNMENTS

Section 23.1 Assignment of Duties

Nothing in this Section shall be construed so as to limit the Employer's right to assign appropriate duties to employees working within their classification or as provided in Section 23.2.

Section 23.2 Temporary Assignments

The Employer reserves the right to make temporary work assignments of employees into another classification and/or into another department provided that:

- A. It will not result in the reduction of the employee's wage or benefits.
- B. The assignment will not exceed thirty (30) calendar days, except in the case of an emergency.
- C. If the assignment is to a higher classification and exceeds ten (10) consecutive working days, then the employee so assigned will be paid at the minimum step of the higher classification or that pay step of the employee's current class which would give the employee a one (1) step increase above their current pay step, whichever is greater, but not to exceed the maximum step of the pay range for the higher class.

WAGES

Section 24.1 Wage Rates

The respective pay ranges for classification titles listed in Schedule A attached hereto shall be as set forth in Appendix A - Salaries.

Section 24.2 Cost of Living

- A. For employees hired prior to October 26, 2010; during the term of this Agreement, a cost of living payment, if applicable, shall be paid annually between December 1 and December 20 of each year. Such payments shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items", published by the Bureau of Labor Statistics, U. S. Department of Labor (1982 = 100), hereinafter referred to as the Index.
- B. During the term of this Agreement, the annual payment shall be based upon changes in the September Index for that year as compared to the September Index of the previous year, and computed at one (1) cent per hour for each .3 increase in such Index; provided that such payment shall not exceed twenty (20) cents per hour for each permanent employee based on a total of two thousand eighty 2,080

hours per year (maximum payment of \$416.00). The payment for part-time permanent employees shall be prorated on the above maximum based upon the number of hours worked during the year by the part-time permanent employee.

Section 24.3

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 Of 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 October 26, 2010:

| <u>Years of Continuous Service as of December 1 Of Each Year</u> | <u>Amount of Payment</u> |
|--|--|
| 10 years | \$500 |
| For each completed year after 10 years | \$ 50 additional to a maximum of \$1,250 |

Longevity payments 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.

- B. An employee on leave of absence without pay during the period, 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 24.4

Tool Allowance

Each full-time, permanent employee classified as a Building Maintenance Mechanic is expected to provide their own basic tool kit as prescribed by department policy for performance of prescribed duties. A replacement allowance reimbursement account of up to two hundred dollars

(\$200.00) is established for each employee in a class required to maintain a basic tool kit. Employees eligible for this reimbursement allowance shall submit proof of purchase of required tools replaced or added to the kit to the Facilities Manager. The necessity for replacement of a required tool shall be at the discretion of the Facilities Manager.

Section 24.5 Rates for New Position/Classification

If the County during the term of this Agreement, establishes a new classification or makes major changes in an existing classification requiring additional skills and responsibilities, the rate of pay shall be determined by the County.

The County will advise the Union of the new classification or changes in an existing classification prior to implementing such action.

The rate established by the County shall reflect the new duties and responsibilities in relationship to other classifications.

MILEAGE

Section 25.1 Mileage Compensation

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 GEU employees.

INSURANCE

Section 26.1 General Medical Plan Provisions

- 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 equal. 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 any plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.

- B. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 26.2 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.

| | |
|----|-----|
| 22 | 88 |
| 23 | 92 |
| 24 | 96 |
| 25 | 100 |

The cost of individual retiree coverage above the percentage shown on the schedule 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 on or after October 26, 2010.

| <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 |

Section 26.7 Additional Costs

Any additional cost for coverage above and beyond that described above shall be paid for by the individual employees through regular payroll deduction, which deduction is hereby authorized by this Agreement.

GENERAL LIMITATIONS

Section 27.1 Benefits for Part-Time Employees

Benefits for eligible part-time employees shall be prorated based on job classification with respect to accumulations of vacations and sick leave, cost of living and longevity payments, holidays, insurance contributions and special leaves.

The only benefit hourly employees shall be eligible to receive and accumulate is seniority based on the number of hours worked.

Section 27.2

Benefit Program Compensation

No benefit program or combination of benefit programs shall allow an employee to be compensated at a rate in excess of the hourly base rate of pay the employee would receive if working and in pay status.

DRUG POLICY

Section 28.1

- A. The Employer may require an employee to submit to a random alcohol and/or drug test for alcohol, illegal drugs, controlled substances or hallucinogens. In addition, the Employer 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/her supervisor if he/she is using prescription or over-the-counter medication which the employee believes may affect his/her performance.
- D. An employee determined, as a result of properly implemented medical tests, to be impaired by alcohol or to test positive for illegal drug(s) while at work, on first occurrence, be allowed a choice between immediate termination of employment or agreement to enter a rehabilitation or counseling program, providing such employee enters into a "Last Chance Agreement." A blood/alcohol level meeting or exceeding .05% or 10mg/DL shall constitute alcohol impairment for purposes of this policy.

MISCELLANEOUS

Section 29.1

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.

Section 29.2

Supplemental Employment

- A. Supplementary employment is permitted provided that the employee notifies his/her Department Head in writing of his/her supplemental employment, including name of the employer, duties and hours of work.
- B. The supplemental employment must not conflict with the employee's hours of County employment nor should it interfere or directly conflict with the employee's satisfactory performance of his/her County duties.

Section 29.3

Bulletin Boards

The Employer will furnish one (1) bulletin board in each of the listed locations for the exclusive purpose of management-union notices and information:

- A. Hall of Justice Café'
- B. Child Haven
- C. Health Department
- D. MATS Office
- E. South Campus Café'
- F. Juvenile Detention Center

Section 29.4

Acceptance of Gifts

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

Section 29.5

Health and Welfare

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. The Department Head shall make reasonable provisions for the safety of employees during the hours of their employment. The parties agree to adhere to the provisions of the Michigan Occupational Safety and Health Act.

Section 29.6

Worker's Compensation

All employees shall be covered by the applicable worker's compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of or in the course of County employment may have the following option:

The employee will receive worker's compensation benefits as allowed by law, and at the option of the employee may charge accumulated, unused sick leave and/or vacation balances to the extent that it

Section 29.12

Contracting Out Work

The County agrees that work customarily done by the bargaining unit will not be contracted out as long as the County has operable equipment and qualified employees available to do the work which is required, provided that the cost of doing the work in-house will not exceed the cost of contracting the work out.

Section 29.13

Validity

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

In the event any part of this Agreement is held illegal or invalid as set forth above, the parties shall meet within sixty (60) days upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such portion of this Agreement held illegal or invalid.

There are no other 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 the parties.

Section 29.14

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 understanding 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 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, unless mutually agreed to in writing between the parties.

ELECTION OF REMEDIES

Section 30.1

Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such, as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any

grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided in this Agreement and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

AMENDMENTS AND DURATION

Section 31.1

Amendments

This Agreement may be amended only by mutual consent of the County and the Union. A proposal to amend by either party shall be submitted to the other thirty (30) days in advance of the joint meeting at which such amendment is to be considered.

Section 31.2

Duration

This contract shall be in full force and effect from the date of its execution 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 of the appropriate succeeding twelve (12) months 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.

Section 31.3

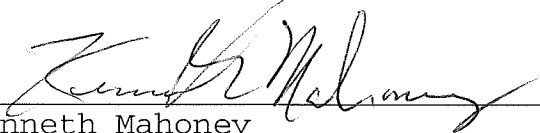
Notice of Termination

Either party may terminate this Agreement at any time on or after September 30, 2011, by sixty (60) days written notice to the other party.

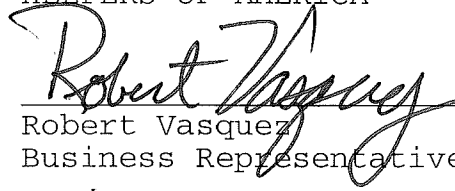
IN WITNESS WHEREOF, the parties have executed this Agreement:

MUSKEGON COUNTY BOARD
COMMISSIONERS

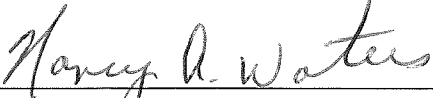
TEAMSTERS LOCAL 214 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA



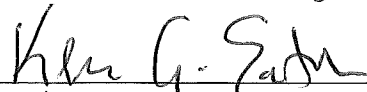
Kenneth Mahoney
Chairperson



Robert Vasquez
Business Representative



Nancy Waters
Muskegon County Clerk



Kevin Eaton
Chief Steward

Date: October 26, 2010

Date: October 26, 2010

SCHEDULE A

| | |
|--|--------------------------------------|
| Account Clerk I | GIS Technician |
| Account Clerk II | Groundskeeper |
| Account Records Clerk | Housekeeper |
| Accounting Technician | Jail Activities Coordinator |
| Animal Control Officer | Jail Nurse |
| Appraisal Technician | Lead Custodian |
| Appraiser | Legal Secretary |
| Appraiser, Senior | Legal Secretary II |
| Building Maintenance Mechanic II | Library Assistant |
| Bus Operator | Mechanic/Sheriff |
| Bus Operator - hourly | Microfilm Operator |
| Buyer | Paratransit Operator |
| Cashier | Paratransit Operator - hourly |
| Child Care Attendant | Printing Equipment Operator |
| Child Care Attendant - hourly | Printing Operator/Delivery Person |
| Child Support Specialist | Probation Officer I |
| Circuit Court Clerk | Probation Officer II |
| Clerk II | Public Health Technician |
| Clerk II - hourly | Registered Nurse/Sheriff |
| Clinic Clerk | Secretary |
| Communication Dispatcher | Sheriff Secretary |
| Court Services Specialist | Surveillance Worker |
| Delivery Person | Transit Attendant |
| Departmental Clerk | Transit Maintenance Mechanic |
| Environmental Quality Sanitarian | Typist |
| Family Court Transport Officer | Word Processing Coordinator |
| FOC Caseworker I | Youth Specialist |
| FOC Caseworker II | Youth Specialist - hourly |
| FOC Enforcement Officer II | |
| FOC Specialized Enforcement Officer | |
| Food Services Sanitarian | |

SCHEDULE B

Positions excluded from the Bargaining Unit:

| <u>Positions</u> | <u>Classification</u> | <u>Department</u> |
|------------------|-----------------------|-------------------|
| 2 | Departmental Clerks | Human Resources |

| Appendix A | | | | | | | |
|----------------|---------------------------------|-------|-------|----------------|---------------------------------|-------|-------|
| Position Table | | | | | | | |
| Position Class | Position Description | Table | Grade | Position Class | Position Description | Table | Grade |
| GF010 | Account Clerk I Full Time | GU | 00070 | GF386 | GIS Technician | GU | 00230 |
| GF020 | Account Clerk II Full Time | GU | 00138 | GF390 | Groundskeeper Full Time | GU | 00110 |
| GF030 | Accounting Technician Fulltime | GU | 00160 | GF420 | Housekeeper Full Time | GU | 00010 |
| GF040 | Account Records Clerk Fulltime | GU | 00120 | GF440 | Jail Activities Coord Fulltime | GU | 00130 |
| GF060 | Animal Control Officer FT | GU | 00190 | NF410 | Jail Nurse | GU | 00290 |
| GF080 | Appraiser Full Time | GU | 00230 | GF460 | Lead Custodian Full Time | GU | 00060 |
| GF090 | Appraiser, Senior Full Time | GU | 00250 | GF480 | Legal Secretary Full Time | GU | 00160 |
| GF092 | Appraisal Technician FT | GU | 00160 | GF490 | Legal Secretary II | GU | 00175 |
| GF124 | Building Maintenance Mech II FT | GU | 00200 | GF491 | Mechanic/Sheriff Full Time | GU | 00220 |
| GF130 | Bus Operator Full Time | GU | 00160 | GF540 | Microfilm Operator Full Time | GU | 00020 |
| GH130 | Bus Operator Hourly | GU | 00160 | GF560 | Paratransit Operator | GU | 00110 |
| GF140 | Buyer Full Time | GU | 00180 | GF575 | Paratransit Operator Hourly | GU | 00110 |
| GF180 | Child Care Attendant Full Time | GU | 00088 | GH575 | Printing Equipment Operator FT | GU | 00070 |
| GH180 | Child Care Attendant Hourly | GU | 00088 | GF580 | Print Operator/ Delivery Person | GU | 00070 |
| GF193 | Child Support Specialist FT | GU | 00230 | GF582 | Probation Officer I Full Time | GU | 00230 |
| GF195 | Circuit Court Clerk | GU | 00138 | GF600 | Probation Officer II Full Time | GU | 00250 |
| GF200 | Clerk II Full Time | GU | 00070 | GF620 | Public Health Technician FT | GU | 00110 |
| GH200 | Clerk II Hourly | GU | 00070 | GF650 | Secretary Full Time | GU | 00138 |
| GF210 | Clinic Clerk Full Time | GU | 00070 | GF720 | Sheriff Account Clerk | GU | 00170 |
| GF220 | Communication Dispatcher FT | GU | 00070 | GF730 | Sheriff Secretary | GU | 00170 |
| GF275 | Court Services Specialist FT | GU | 00170 | GF735 | Surveillance Worker Full Time | GU | 00170 |
| GF340 | Departmental Clerk Full Time | GU | 00138 | GF800 | Transit Attendant FT | GU | 00110 |
| GF345 | Environ. Quality Sanitarian FT | GU | 00240 | GF857 | Transit Maintenance Mechanic FT | GU | 00220 |
| GF355 | Family Ct. Transport Officer | GU | 00250 | GF860 | Typist Full Time | GU | 00070 |
| GF360 | FOC Caseworker I Full Time | GU | 00230 | GF870 | Word Processing Coordinator FT | GU | 00170 |
| GF361 | FOC Caseworker II Full Time | GU | 00250 | GF930 | Youth Specialist Full Time | GU | 00170 |
| GF366 | FOC Enforcement Officer II-FT | GU | 00250 | GF970 | Youth Specialist Hourly | GU | 00170 |
| GF371 | FOC Specialized Enf Officer FT | GU | 00250 | GH970 | | | |
| GF375 | Food Service Sanitarian FT | GU | 00240 | | | | |

Appendix A

Wages

Effective the first full pay period following January 1, 2011 - the hourly rate for each step will be increased based upon the change in the September, 2010, index as compared to the September, 2009, index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - 'all items,' published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 1% nor more than 2%.

LETTER OF UNDERSTANDING

General Employees Unit

Subject: Cooperative Reimbursement Contract (CRP) State Mandate

It is understood based on the state contractual mandate for a Cooperative Reimbursement Contract (CRP), as a condition of employment with the 14th Circuit Court - Family Division Muskegon County employees will be subject to a Criminal History Background Check and DHS Central Registry Clearance.

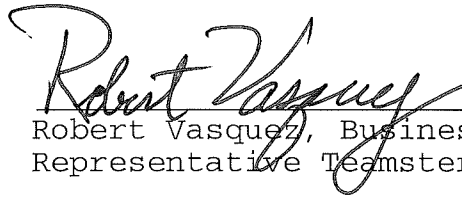
Should there be a positive response to a Criminal History Background Check and DHS Central Registry Clearance, continued employment will be at the discretion of 14th Circuit Court.

COUNTY OF MUSKEGON

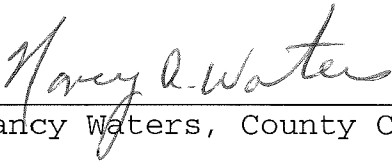
TEAMSTERS LOCAL 214



Kenneth Mahoney, Chairman



Robert Vasquez, Business Representative Teamsters Local 214



Nancy Waters, County Clerk



Kevin Eaton, Chief Steward

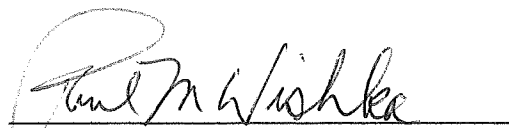
LETTER OF UNDERSTANDING
TEAMSTERS LOCAL 214
MUSKEGON COUNTY GENERAL EMPLOYEES UNIT
&
COUNTY OF MUSKEGON

Subject: Muskegon County Juvenile Transition Center
Acting Juvenile Transition Shift Supervisor Assignments

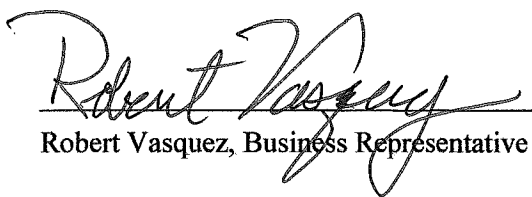
It is understood that effective July 28, 2010, the employer will have the exclusive right to select and rescind selection of an Acting Juvenile Transition Shift Supervisor from a list of Youth Specialist staff employed at the Muskegon County Juvenile Transition Center, who have placed their names on such list, expressing their willingness to accept the temporary assignment as Acting Juvenile Transition Shift Supervisor. Seniority will not be considered as selection criteria and any individual offered such temporary assignment shall have the right to decline the assignment. Bargaining Unit Seniority shall continue to accrue during any such temporary assignment of up to six (6) months duration. An employee so appointed shall continue to enjoy all privileges and benefits afforded under the terms and conditions of the collective bargaining agreement between the County of Muskegon and the Teamsters Local 214 General Employees Unit. Employees selected to serve as an Acting Juvenile Transition Shift Supervisor will receive a ten percent (10%) increase in pay or Step 1, whichever is greater, of the Juvenile Transition Shift Supervisor pay grade while performing the duties and responsibilities of Acting Juvenile Transition Shift Supervisor.

COUNTY OF MUSKEGON.

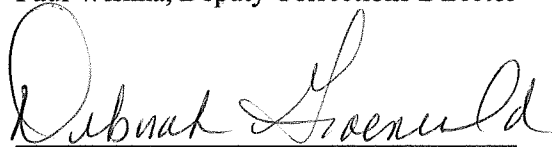
TEAMSTERS LOCAL 214



Paul Wishka, Deputy Corrections Director



Robert Vasquez, Business Representative



Deborah Groeneveld
Human Resources Director



Vernon Nash, Corrections Services Director