

3481

12/31/96

AGREEMENT

BETWEEN

THE COUNTY OF MUSKEGON

THE MUSKEGON COUNTY BOARD OF PUBLIC WORKS

AND

UNIT 24, LOCAL 586, SERVICE EMPLOYEES

INTERNATIONAL, ALF-CIO, PROFESSIONAL

AND CLERICAL DIVISION

EFFECTIVE DATE: APRIL 12, 1994 - DECEMBER 31, 1996

Muskegon County

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AGREEMENT

ARTICLE 1

AGREEMENT AND PURPOSE

This Agreement is made and entered into this 12th day of April, 1994, by and between the COUNTY OF MUSKEGON and its BOARD OF PUBLIC WORKS, hereinafter referred to collectively as the "Employer", and LOCAL 586 of the PUBLIC EMPLOYEES UNION OF SOUTHWESTERN MICHIGAN, hereinafter referred to as the "Union", and shall be in full force and effect until December 31, 1996. It is the purpose and intent of the parties to this agreement to promote mutual cooperation and future welfare of the Employer and its employees; insure a spirit of confidence and cooperation between the Employer and its employees; and to promote and maintain high standards which will best serve the citizens of Muskegon County.

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the exclusive representative of all employees of the Muskegon County Wastewater Management System and Solid Waste Activities, excluding professional and confidential employees and supervisors, for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other terms and conditions of employment; subject to and in accordance with the provision of Act 336 of the Public Acts of 1947 as amended (See also Article 31, Sub G, Definitions.)

ARTICLE 3

EMPLOYER PREROGATIVES

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 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 specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the Employer had prior to the signing of this

Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

ARTICLE 4

UNION RESPONSIBILITY

The Union agrees that it will do everything within its power to cause the employees covered by this Agreement individually and collectively to perform and render efficient work and service for all hours for which they are paid. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement, and realizes that, in order to provide maximum opportunities for continued employment, good working conditions, and fair and equitable wages, the County must be in a strong competitive position, must operate efficiently and at a competitive cost consistent with its labor standards.

ARTICLE 5

DUES CHECK-OFF

Section 1

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 become 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

Agency Shop

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 representation by the Union. In the event any employee fails to pay union dues or a service fee within thirty (30) days after written notice by the Union to such employee, such employee's employment shall be terminated within three (3) weeks after the Employer's receipt of written notice from the Union; subject, however, to limitations imposed by applicable laws.

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.
- 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 Personnel Department. No committeeman, steward or alternate shall function as such until he Personnel 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 Personnel 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 Director of the Wastewater System within five (5) days of the date of the receipt of the written reply. Any grievance not submitted to the Director of the Wastewater System by written notification within five (5) days shall be considered dropped. A meeting on the grievance shall be held between the 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 Personnel Director within five (5) days of the date of the receipt of the written reply. A meeting on the grievance shall be held between the Employer and not more than two (2) members of the unit in

addition to required witnesses within ten (10) days of the receipt of notification unless the time is extended by mutual agreement of both parties. The Personnel Director shall provide written notice of the County's position within five (5) days after the meeting.

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 with ten (10) days after meeting with the Personnel Director in 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 Michigan Employment Relations Commission.

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.

Section 2

Time Limits

The time limit for filing all grievances shall be five (5) days from the date of the occurrence of the grievance or from the date the aggrieved knows of the cause for complaint, not to exceed thirty (30) days.

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 that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits in Steps 1, 2, and 3, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering. If the Employer fails to supply its answer in Step 4 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.

Section 3 Jurisdiction and Power of the Arbitrator

The jurisdiction of the arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement.

The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. The arbitrator shall have no power to establish wage scales or change any wage scales.

Section 4

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.

ARTICLE 8

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 for 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.

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 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 (5½) 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 lay-off.
- G. An employee is laid off for a continuous period of two (2) years or the length of his/her seniority, whichever is less.

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:

Wastewater

- A. Farm
- B. Laboratory
- C. Maintenance
- D. Operations
- E. Collection
- F. Whitehall Treatment
- G. Operations Maintenance
- H. Bookkeeping

Solid Waste

- A. Solid Waste
- B. Transfer Station
- C. Bookkeeping

The following layoff procedure shall be used:

- A. Part-time 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 Director of the Wastewater Facility 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 eight (8) hours in one day or forty (40) hours 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 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.

- 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 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, the first qualified person on the list will be obligated to work the overtime assignment.

Subsequently, the qualified employee with the lowest total of overtime hours will be given first choice in consecutive order, for the overtime assignment. In the event that no one wants to or is able to work the overtime assignment, the qualified employee with the least number of overtime hours on the list will be obligated to work the overtime assignment.

If for some reason, no employees voluntarily sign up for overtime, or in the event that no person in that Section is available who signed the voluntary overtime roster, then the

overtime will be assigned to the least senior qualified employee in the Section. 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.

- D. Only 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.

Employees shall be paid for overtime worked only as reported from punch-in time through punch-out time. Overtime will not be paid where an employee fails to punch in and/or punch out.

Section 4

Wages

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

Section 5

Longevity Pay

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

<u>Years of Continuous Service</u> <u>As of June 1 or December 1</u> <u>each year</u>	<u>Amount of Payment</u>		
	<u>July</u>	<u>December</u>	<u>Total</u>
5 - 9	\$ 60	\$ 60	\$120
10 - 14	120	120	240
15 - 19	180	180	360
20 - 24	240	240	480
25	300	300	600

Longevity payments shall be paid where applicable in July and December. Employees must be in pay status as of July 1 and December 1 of each year in order to be eligible for longevity payments.

Section 6

Shift Premium

- A. Effective upon execution of the contract, 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.
- B. Overtime payments when applicable shall be computed based on an employee's regular hourly rate of pay, not including shift premium.

Section 7

Cost of Living

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 shall consist of five (5) days and forty (40) hours within a 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:
8:00 a.m. - 4:30 p.m. with 1/2 hour unpaid lunch.
 2. Shift operations (including 1/2 hour paid lunch):
8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 a.m.
12:00 a.m. - 8:00 a.m.
 3. In the Solid Waste Section, employees will work an eight (8) hour day with a one-half (1/2) hour unpaid lunch period, Monday through Friday. Employees working in the Solid Waste Section on Saturdays or holidays will work an eight (8) hour day including one-half (1/2) hour paid lunch.

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, Farm Operators may be scheduled to work straight eight (8) hour shifts with lunch taken in the field while operating equipment or during relief periods.

ARTICLE 14

HOLIDAYS

Section 1

The following days shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	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. To be eligible for holiday pay, the employee must work his/her last scheduled day before and his/her first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before the pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as 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.

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 be given preference. After December 31, vacations will be granted on first come first served basis. In all cases of annual leave usage, approval of the Department Head is necessary.

Section 3

Any employee who terminates County employment shall be paid for his accumulated unused vacation days at the rate of pay currently being received by said employee. However, no employee shall be entitled to any vacation, or pay therefore, until he has been on the payroll for a continuous period of at least six (6) months. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section 1 of this Article.

Section 4

Vacation with pay will not be granted before vacation time has been earned.

Section 5

Sick leave taken during a vacation (not exceeding the accumulated sick leave of the employee) shall be counted as time worked for the purpose of computing vacation benefits.

ARTICLE 17

SICK LEAVE

Definition

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

Section 1

A. Eligible employees shall accumulate Sick Leave as follows:

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

- B. Eligible employees whose appointments are for more than ninety (90) days but less than full-time, earn and accumulate Sick Leave for each hour they work.
- C. All authorized paid leaves of absence shall be counted as time worked when computing sick leave accumulations.
- 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 (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 (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.

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.

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 Personnel 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 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 himself to allowing the employee to return to work at the end of the leave to the same duties

and the same salary that the employee was performing and earning when he went on leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, should be hired accordingly.

- 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. Not to exceed twelve (12) calendar months for any one leave, but may be renewed.
 - 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. The Employer shall reimburse to the employee 50% of the cost for required safety shoes and/or safety glasses up to a maximum of \$75.00 for either item. Such reimbursements shall be made only once in a twelve (12) month period.
- C. The Employer will establish a safety committee of which three (3) representatives of the management of the Muskegon County Wastewater Treatment Facility and one (1) representative of Unit 24, Local 586 are members. Upon execution of this Agreement, the chief steward of Unit 24 will serve as the union representative on the safety committee, however, the union reserves the right to designate its member on the committee and will notify the fellow committee members accordingly of any changes. The chief steward or designated representative 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

INSURANCE

Section 1

It is understood that the parties have negotiated and agreed on the types of insurance protection listed below. While for the sake of simplicity reference is made in some instances to the specific plan of a named insurance carrier, the Employer has retained the right to contract with any other insurance carrier or to self-insure any or all insurance plans, provided that the level of insurance benefit remains unchanged.

Section 2

Medical Insurance

The Employer will provide hospitalization and medical insurance coverage with one hundred dollars (\$100.00) single and two hundred dollars (\$200.00) family deductibles equivalent to the following Michigan Blue Cross/Blue Shield program for each eligible employee. The plan is identified as semi-private hospital, three hundred sixty-five (365) day coverage; MVF-1, with riders Master Medical, voluntary sterilization plan, and prescription drug with five dollars (\$5.00) deductible.

The Employer agrees to provide as an option, when available in Muskegon County, H.M.O. coverage which will not exceed the cost of the group hospitalization and medical insurance as provided above.

Each employee enrolled in a Employer provided Medical insurance plan shall pay a ten dollar (\$10.00) per month premium co-payment through regular payroll deduction, which deduction is hereby authorized by this agreement.

Section 3

Dental Insurance

In 1993, the Employer will provide Delta Dental Plan insurance coverage at a cost to the Employer not to exceed twenty-nine dollars (\$29.00) per subscriber per month. Any premium in excess of twenty-nine dollars (\$29.00) per subscriber per month will be paid by the employee through regular payroll deduction, which deduction is hereby authorized by this Agreement.

Effective on January 1, 1994, the Employer will provide Delta Dental Plan insurance coverage at a cost to the Employer not to exceed thirty-one dollars (\$31.00) per subscriber per month. Any premium in excess of thirty-one dollars (\$31.00) per subscriber per

**CORRECTION AGREEMENT TO THE AGREEMENT
BETWEEN
THE COUNTY OF MUSKEGON/MUSKEGON COUNTY BOARD OF PUBLIC WORKS
AND UNIT 24, LOCAL 586, SERVICE EMPLOYEES INTERNATIONAL,
AFL-CIO, PROFESSIONAL AND CLERICAL DIVISION
(EFFECTIVE DATE: APRIL 12, 1994 - DECEMBER 31, 1996)
REPRESENTING WASTEWATER/PUBLIC WORKS UNIT EMPLOYEES**

Correct Article 22, Section 5, Retiree's Insurance, second paragraph, to read:

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired after the execution date of this contract.

COUNTY OF MUSKEGON

LOCAL 586, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

James B. Delaney 11-10-94
James B. Delaney, Date
Personnel Director

James Shelton
James Shelton, Date
President

Tim Westman 11/9/94
Tim Westman, Date
Wastewater System Director

Tony D. Dunn 11-1-94
Tony Dunn Date

RECEIVED
COUNTY OF MUSKEGON
PERSONNEL DEPT.
24 NOV 8 AM 10 22

- 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 time keeping 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 Personnel 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 Personnel 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**

All employees who are required to furnish their own automobile for the purpose of transacting County business shall be compensated at the rate of twenty (20) cents per mile.

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**

Effective upon execution of the contract, the County agrees, for the term of this agreement, to provide to all permanent employees regularly scheduled to work at least ten (10) six-hour days per month and at no cost to the employees, the Michigan Municipal Employees Retirement System Plan B-2, as provided for in the Michigan Municipal Employees Retirement Act of 1984, Act No. 427, Public Acts of 1984.

ARTICLE 31**GENERAL PROVISIONS**

- A. Payroll checks shall be provided to employees in sealed envelopes.
- B. Basic hand tools required for the job shall be supplied by the Employer.
- C. The Employer will provide a minimum of five (5) sets of uniforms per week to all permanent employees working in Solid Waste, Operations, Farm, Vehicle Maintenance, Laboratory (Sampler only) and Transfer Station. Lab coats or aprons will be provided to Laboratory personnel (other than Sampler) as necessary. 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 September 1 of each year and may not change back to uniforms for a period of one (1) year.
- D. The Employer shall provide foul weather gear and protective clothing. The Employer will reimburse up to \$75.00 annually for Carhart or Walls outerwear for Maintenance Mechanics and Operations Maintenance Mechanics. The Employer will provide work gloves to employees as determined appropriate by the Employer.

- E. A list of inoculations available through the Health Department shall be maintained by the Employer, and, where necessary, the Employer shall assist employees in obtaining inoculations necessary to protect the employees' health on the job.
- F. Effective January 1, 1993, 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.
- G. 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 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.

- H. 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.
- I. 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

DURATION

This contract shall be in full force and effect from April 12, 1994, through December 31, 1996, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to November 1, 1996 or prior to November 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 WHEREOF, the parties have executed this Agreement:

COUNTY OF MUSKEGON

LOCAL 586, SERVICE
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

Kenneth J. Hulka
Kenneth Hulka, Chairperson
Muskegon County Board of Commissioners

James Shelton
James Shelton, President

Louis McMurray
Louis McMurray, Chairperson
Board of Public Works

Paul Maruff

Tim R. Westman
Tim R. Westman, Director
Wastewater Treatment Facility

Joseph D. Dunn C.S.

Robert Zettell
Robert Zettell, Director
Department of Public Works

Mark Stahwell

April 26, 1994
Date

Wayne C. Payne

4-19-94
Date

Section 1

APPENDIX A

Effective 1993

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0155-G15	Y ANNUAL	16,665	17,449	18,287	19,165	19,947	20,758	21,547	22,343	23,138
AGRICULTURAL EQUIPMENT OPERATOR	BI-WEEKLY	640.96	671.12	703.36	737.12	767.20	798.40	828.72	859.36	889.92
	HOURLY	8.012	8.389	8.792	9.214	9.590	9.980	10.359	10.742	11.124
1305-H15	Y ANNUAL	17,940	18,780	19,681	20,629	21,503	22,381	23,261	24,138	25,020
COLLECTION SYSTEMS OPERATOR	BI-WEEKLY	690.00	722.32	756.96	793.44	827.04	860.80	894.64	928.40	962.32
	HOURLY	8.625	9.029	9.462	9.918	10.338	10.760	11.183	11.605	12.029
1852-H15	Y ANNUAL	12,203	12,752	13,339	13,965	14,641	15,138	15,635	16,126	16,632
CUSTODIAN/W.M.	BI-WEEKLY	469.36	490.48	513.04	537.12	563.12	582.24	601.36	620.24	639.68
	HOURLY	5.867	6.131	6.413	6.714	7.039	7.278	7.517	7.753	7.996
2830-G15	Y ANNUAL	21,755	22,776	23,868	25,020	26,123	27,231	28,334	29,440	30,545
ELECTRICIAN/W.M.	BI-WEEKLY	836.72	876.00	918.00	962.32	1004.72	1047.36	1089.76	1132.32	1174.80
	HOURLY	10.459	10.950	11.475	12.029	12.559	13.092	13.622	14.154	14.685
3915-G15	Y ANNUAL	17,940	18,780	19,681	20,629	21,503	22,381	23,261	24,138	25,020
IRRIGATION OPERATOR	BI-WEEKLY	690.00	722.32	756.96	793.44	827.04	860.80	894.64	928.40	962.32
	HOURLY	8.625	9.029	9.462	9.918	10.338	10.760	11.183	11.605	12.029
3920-C15	Y ANNUAL	18,633	19,506	20,440	21,424	22,345	23,265	24,188	25,106	26,029
IRRIGATION TECHNICIAN	BI-WEEKLY	716.64	750.24	786.16	824.00	859.44	894.80	930.32	965.60	1001.12
	HOURLY	8.958	9.378	9.827	10.300	10.743	11.185	11.629	12.070	12.514
4280-H15	Y ANNUAL	11,835	12,370	12,938	13,549	14,206	14,679	15,151	15,635	16,110
LABORATORY DISHWASHER	BI-WEEKLY	455.20	475.76	497.60	521.12	546.40	564.56	582.72	601.36	619.60
	HOURLY	5.690	5.947	6.220	6.514	6.830	7.057	7.284	7.517	7.745

Appendix A - Section 1 (continued)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
4320-C15	Y	17,917	18,724	19,585	20,507	21,503	22,381	23,261	24,138	25,020
LABORATORY TECHNICIAN		689.12	720.16	753.28	788.72	827.04	860.80	894.64	928.40	962.32
	HOURLY	8.614	9.002	9.416	9.859	10.338	10.760	11.183	11.605	12.029
4751-G15	Y	19,356	20,265	21,241	22,262	23,229	24,188	25,151	26,110	27,075
MAINTENANCE MECHANIC		744.48	779.44	816.96	856.24	893.44	930.32	967.36	1004.24	1041.36
	HOURLY	9.306	9.743	10.212	10.703	11.168	11.629	12.092	12.553	13.017
7180-G15	Y	19,356	20,265	21,241	22,262	23,229	24,188	25,151	26,110	27,075
OPERATIONS MAINTENANCE		744.48	779.44	816.96	856.24	893.44	930.32	967.36	1004.24	1041.36
MECHANIC	HOURLY	9.306	9.743	10.212	10.703	11.168	11.629	12.092	12.553	13.017
7510-C15	Y	17,917	18,724	19,585	20,507	21,503	22,381	23,261	24,138	25,020
PRETREATMENT		689.12	720.16	753.28	788.72	827.04	860.80	894.64	928.40	962.32
TECHNICIAN	HOURLY	8.614	9.002	9.416	9.859	10.338	10.760	11.183	11.605	12.029
8450-H15	Y	13,460	14,065	14,716	15,407	16,153	16,740	17,378	17,905	18,495
SAMPLER		517.68	540.96	566.00	592.56	621.28	643.84	668.40	688.64	711.36
	HOURLY	6.471	6.762	7.075	7.407	7.766	8.048	8.355	8.608	8.892
8710-G15	Y	19,356	20,265	21,241	22,262	23,229	24,188	25,151	26,110	27,075
SOLID WASTE DISPOSAL		744.48	779.44	816.96	856.24	893.44	930.32	967.36	1004.24	1041.36
SITE OPERATOR	HOURLY	9.306	9.743	10.212	10.703	11.168	11.629	12.092	12.553	13.017
9035-H15	Y	16,665	17,449	18,287	19,165	19,947	20,758	21,547	22,343	23,138
TRANSFER STATION		640.96	671.12	703.36	737.12	767.20	798.40	828.72	859.36	889.92
OPERATOR	HOURLY	8.012	8.389	8.792	9.214	9.590	9.980	10.359	10.742	11.124

Appendix A - Section 1 (continued)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I	
9422-G15	Y	ANNUAL	19,356	20,265	21,241	22,262	23,229	24,188	25,151	26,110	27,075
WASTEWATER HEAVY	BI-WEEKLY		744.48	779.44	816.96	856.24	893.44	930.32	967.36	1004.24	1041.36
EQUIPMENT OPERATOR	HOURLY		9.306	9.743	10.212	10.703	11.168	11.629	12.092	12.553	13.017
9431-C15	Y	ANNUAL	14,377	15,097	15,852	16,644	17,368	18,084	18,855	19,679	20,540
WASTEWATER/SOLIDWASTE	BI-WEEKLY		552.96	580.64	609.68	640.16	668.00	695.52	725.20	756.88	790.00
ACCOUNT CLERK II	HOURLY		6.912	7.258	7.621	8.002	8.350	8.694	9.065	9.461	9.875
9472-F15	Y	ANNUAL	12,875	13,480	14,129	14,805	15,342	15,912	16,488	17,110	17,782
WEIGHSTATION ATTENDANT	BI-WEEKLY		495.20	518.48	543.44	569.44	590.08	612.00	634.16	658.08	683.92
	HOURLY		6.190	6.481	6.793	7.118	7.376	7.650	7.927	8.226	8.549

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A lump sum payment of \$1,000 shall be made to eligible full-time bargaining unit employees employed on December 31, 1993.

The lump sum payment referred to above is not cumulative and is not included in the base rate.

Section 2

Effective the first full pay period following January 1, 1994:

CLASS CODE	OT	A	B	C	D	E	F	G	H	I	
0155-G15	Y	ANNUAL	17,247	18,061	18,928	19,835	20,646	21,484	22,302	23,125	23,947
AGRICULTURAL EQUIPMENT	BI-WEEKLY	663.36	694.64	728.00	762.88	794.08	826.32	857.76	889.44	921.04	
OPERATOR	HOURLY	8.292	8.683	9.100	9.536	9.926	10.329	10.722	11.118	11.513	
1305-H15	Y	ANNUAL	18,568	19,438	20,369	21,351	22,256	23,165	24,074	24,983	25,896
COLLECTION SYSTEMS	BI-WEEKLY	714.16	747.60	783.44	821.20	856.00	890.96	925.92	960.88	996.00	
OPERATOR	HOURLY	8.927	9.345	9.793	10.265	10.700	11.137	11.574	12.011	12.450	
1852-H15	Y	ANNUAL	12,630	13,200	13,805	14,454	15,153	15,669	16,182	16,690	17,214
CUSTODIAN/W.M.	BI-WEEKLY	485.76	507.68	530.96	555.92	582.80	602.64	622.40	641.92	662.08	
	HOURLY	6.072	6.346	6.637	6.949	7.285	7.533	7.780	8.024	8.276	
2830-G15	Y	ANNUAL	22,516	23,573	24,704	25,896	27,038	28,184	29,326	30,470	31,614
ELECTRICIAN/W.M.	BI-WEEKLY	866.00	906.64	950.16	996.00	1039.92	1084.00	1127.92	1171.92	1215.92	
	HOURLY	10.825	11.333	11.877	12.450	12.999	13.550	14.099	14.649	15.199	
3915-G15	Y	ANNUAL	18,568	19,438	20,369	21,351	22,256	23,165	24,074	24,983	25,896
IRRIGATION OPERATOR	BI-WEEKLY	714.16	747.60	783.44	821.20	856.00	890.96	925.92	960.88	996.00	
	HOURLY	8.927	9.345	9.793	10.265	10.700	11.137	11.574	12.011	12.450	
3920-C15	Y	ANNUAL	19,286	20,188	21,156	22,175	23,128	24,078	25,035	25,983	26,940
IRRIGATION TECHNICIAN	BI-WEEKLY	741.76	776.48	813.68	852.88	889.52	926.08	962.88	999.36	1036.16	
	HOURLY	9.272	9.706	10.171	10.661	11.119	11.576	12.036	12.492	12.952	
4280-H15	Y	ANNUAL	12,249	12,802	13,391	14,023	14,704	15,192	15,681	16,182	16,673
LABORATORY DISHWASHER	BI-WEEKLY	471.12	492.40	515.04	539.36	565.52	584.32	603.12	622.40	641.28	
	HOURLY	5.889	6.155	6.438	6.742	7.069	7.304	7.539	7.780	8.016	

Appendix A - Section 2 (continued)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
4320-C15	Y	18,543	19,379	20,272	21,224	22,256	23,165	24,074	24,983	25,896
LABORATORY TECHNICIAN		713.20	745.36	779.68	816.32	856.00	890.96	925.92	960.88	996.00
	HOURLY	8.915	9.317	9.746	10.204	10.700	11.137	11.574	12.011	12.450
4751-G15	Y	20,035	20,975	21,984	23,042	24,043	25,035	26,031	27,023	28,024
MAINTENANCE MECHANIC		770.56	806.72	845.52	886.24	924.72	962.88	1001.20	1039.36	1077.84
	HOURLY	9.632	10.084	10.569	11.078	11.559	12.036	12.515	12.992	13.473
7180-G15	Y	20,035	20,975	21,984	23,042	24,043	25,035	26,031	27,023	28,024
OPERATIONS MAINTENANCE MECHANIC		770.56	806.72	845.52	886.24	924.72	962.88	1001.20	1039.36	1077.84
	HOURLY	9.632	10.084	10.569	11.078	11.559	12.036	12.515	12.992	13.473
7510-C15	Y	18,543	19,379	20,272	21,224	22,256	23,165	24,074	24,983	25,896
PRETREATMENT TECHNICIAN		713.20	745.36	779.68	816.32	856.00	890.96	925.92	960.88	996.00
	HOURLY	8.915	9.317	9.746	10.204	10.700	11.137	11.574	12.011	12.450
8450-H15	Y	13,930	14,558	15,232	15,945	16,719	17,326	17,986	18,531	19,142
SAMPLER		535.76	559.92	585.84	613.28	643.04	666.40	691.76	712.72	736.24
	HOURLY	6.697	6.999	7.323	7.666	8.038	8.330	8.647	8.909	9.203
8710-G15	Y	20,035	20,975	21,984	23,042	24,043	25,035	26,031	27,023	28,024
SOLID WASTE DISPOSAL SITE OPERATOR		770.56	806.72	845.52	886.24	924.72	962.88	1001.20	1039.36	1077.84
	HOURLY	9.632	10.084	10.569	11.078	11.559	12.036	12.515	12.992	13.473
9035-H15	Y	17,247	18,061	18,928	19,835	20,646	21,484	22,302	23,125	23,947
TRANSFER STATION OPERATOR		663.36	694.64	728.00	762.88	794.08	826.32	857.76	889.44	921.04
	HOURLY	8.292	8.683	9.100	9.536	9.926	10.329	10.722	11.118	11.513

Appendix A - Section 2 (continued)

 CLASS CODE DT A B C D E F G H I

9422-G15	Y	ANNUAL	20,035	20,975	21,984	23,042	24,043	25,035	26,031	27,023	28,024
WASTEWATER HEAVY		BI-WEEKLY	770.56	806.72	845.52	886.24	924.72	962.88	1001.20	1039.36	1077.84
EQUIPMENT OPERATOR		HOURLY	9.632	10.084	10.569	11.078	11.559	12.036	12.515	12.992	13.473
9431-C15	Y	ANNUAL	14,880	15,625	16,407	17,227	17,975	18,716	19,515	20,367	21,260
WASTEWATER/SOLIDWASTE		BI-WEEKLY	572.32	600.96	631.04	662.56	691.36	719.84	750.56	783.36	817.68
ACCOUNT CLERK II		HOURLY	7.154	7.512	7.888	8.282	8.642	8.998	9.382	9.792	10.221
9472-F15	Y	ANNUAL	13,327	13,953	14,624	15,323	15,879	16,469	17,064	17,709	18,404
WEIGHSTATION ATTENDANT		BI-WEEKLY	512.56	536.64	562.48	589.36	610.72	633.44	656.32	681.12	707.84
		HOURLY	6.407	6.708	7.031	7.367	7.634	7.918	8.204	8.514	8.848

Section 3

Effective the first full pay period following January 1, 1995:

CLASS CODE	DT	A	B	C	D	E	F	G	H	I
0155-G15	Y	17,765	18,601	19,496	20,430	21,266	22,129	22,972	23,820	24,665
AGRICULTURAL EQUIPMENT	BI-WEEKLY	683.28	715.44	749.84	785.76	817.92	851.12	883.52	916.16	948.64
OPERATOR	HOURLY	8.541	8.943	9.373	9.822	10.224	10.639	11.044	11.452	11.858
1305-H15	Y	19,126	20,020	20,981	21,992	22,924	23,860	24,796	25,732	26,674
COLLECTION SYSTEMS	BI-WEEKLY	735.60	770.00	806.96	845.84	881.68	917.68	953.68	989.68	1025.92
OPERATOR	HOURLY	9.195	9.625	10.087	10.573	11.021	11.471	11.921	12.371	12.824
1852-H15	Y	13,008	13,595	14,219	14,887	15,608	16,139	16,667	17,191	17,730
CUSTODIAN/W.M.	BI-WEEKLY	500.32	522.88	546.88	572.56	600.32	620.72	641.04	661.20	681.92
	HOURLY	6.254	6.536	6.836	7.157	7.504	7.759	8.013	8.265	8.524
2830-G15	Y	23,192	24,280	25,445	26,674	27,849	29,031	30,206	31,383	32,562
ELECTRICIAN/W.M.	BI-WEEKLY	892.00	933.84	978.64	1025.92	1071.12	1116.56	1161.76	1207.04	1252.40
	HOURLY	11.150	11.673	12.233	12.824	13.389	13.957	14.522	15.088	15.655
3915-G15	Y	19,126	20,020	20,981	21,992	22,924	23,860	24,796	25,732	26,674
IRRIGATION OPERATOR	BI-WEEKLY	735.60	770.00	806.96	845.84	881.68	917.68	953.68	989.68	1025.92
	HOURLY	9.195	9.625	10.087	10.573	11.021	11.471	11.921	12.371	12.824
3920-C15	Y	19,864	20,794	21,790	22,840	23,822	24,800	25,786	26,763	27,749
IRRIGATION TECHNICIAN	BI-WEEKLY	764.00	799.76	838.08	878.48	916.24	953.84	991.76	1029.36	1067.28
	HOURLY	9.550	9.997	10.476	10.981	11.453	11.923	12.397	12.867	13.341
4280-H15	Y	12,617	13,187	13,792	14,444	15,144	15,648	16,151	16,667	17,172
LABORATORY DISHWASHER	BI-WEEKLY	485.28	507.20	530.48	555.52	582.48	601.84	621.20	641.04	660.48
	HOURLY	6.066	6.340	6.631	6.944	7.281	7.523	7.765	8.013	8.256

Appendix A - Section 3 (continued)

CLASS CODE	DT	A	B	C	D	E	F	G	H	I
4320-C15	Y	19,099	19,962	20,879	21,861	22,924	23,860	24,796	25,732	26,674
LABORATORY TECHNICIAN	BI-WEEKLY	734.56	767.76	803.04	840.80	881.68	917.68	953.68	989.68	1025.92
	HOURLY	9.182	9.597	10.038	10.510	11.021	11.471	11.921	12.371	12.824
4751-G15	Y	20,636	21,605	22,643	23,733	24,764	25,786	26,811	27,835	28,864
MAINTENANCE MECHANIC	BI-WEEKLY	793.68	830.96	870.88	912.80	952.48	991.76	1031.20	1070.56	1110.16
	HOURLY	9.921	10.387	10.886	11.410	11.906	12.397	12.890	13.382	13.877
7180-G15	Y	20,636	21,605	22,643	23,733	24,764	25,786	26,811	27,835	28,864
OPERATIONS MAINTENANCE MECHANIC	BI-WEEKLY	793.68	830.96	870.88	912.80	952.48	991.76	1031.20	1070.56	1110.16
	HOURLY	9.921	10.387	10.886	11.410	11.906	12.397	12.890	13.382	13.877
7510-C15	Y	19,099	19,962	20,879	21,861	22,924	23,860	24,796	25,732	26,674
PRETREATMENT TECHNICIAN	BI-WEEKLY	734.56	767.76	803.04	840.80	881.68	917.68	953.68	989.68	1025.92
	HOURLY	9.182	9.597	10.038	10.510	11.021	11.471	11.921	12.371	12.824
8450-H15	Y	14,348	14,995	15,689	16,424	17,220	17,846	18,524	19,086	19,716
SAMPLER	BI-WEEKLY	551.84	576.72	603.44	631.68	662.32	686.40	712.48	734.08	758.32
	HOURLY	6.898	7.209	7.543	7.896	8.279	8.580	8.906	9.176	9.479
8710-G15	Y	20,636	21,605	22,643	23,733	24,764	25,786	26,811	27,835	28,864
SOLID WASTE DISPOSAL SITE OPERATOR	BI-WEEKLY	793.68	830.96	870.88	912.80	952.48	991.76	1031.20	1070.56	1110.16
	HOURLY	9.921	10.387	10.886	11.410	11.906	12.397	12.890	13.382	13.877
9035-H15	Y	17,765	18,601	19,496	20,430	21,266	22,129	22,972	23,820	24,665
TRANSFER STATION OPERATOR	BI-WEEKLY	683.28	715.44	749.84	785.76	817.92	851.12	883.52	916.16	948.64
	HOURLY	8.541	8.943	9.373	9.822	10.224	10.639	11.044	11.452	11.858

Appendix A - Section 3 (continued)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
9422-G15	Y ANNUAL	20,636	21,605	22,643	23,733	24,764	25,786	26,811	27,835	28,864
WASTEWATER HEAVY	BI-WEEKLY	793.68	830.96	870.88	912.80	952.48	991.76	1031.20	1070.56	1110.16
EQUIPMENT OPERATOR	HOURLY	9.921	10.387	10.886	11.410	11.906	12.397	12.890	13.382	13.877
9431-C15	Y ANNUAL	15,328	16,093	16,900	17,742	18,514	19,277	20,099	20,979	21,898
WASTEWATER/SOLIDWASTE	BI-WEEKLY	589.52	618.96	650.00	682.40	712.08	741.44	773.04	806.88	842.24
ACCOUNT CLERK II	HOURLY	7.369	7.737	8.125	8.530	8.901	9.268	9.663	10.086	10.528
9472-F15	Y ANNUAL	13,726	14,371	15,063	15,783	16,355	16,964	17,576	18,240	18,955
WEIGHSTATION ATTENDANT	BI-WEEKLY	527.92	552.72	579.36	607.04	629.04	652.48	676.00	701.52	729.04
	HOURLY	6.599	6.909	7.242	7.588	7.863	8.156	8.450	8.769	9.113

Section 4

Effective the first full pay period following January 1, 1996:

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0155-G15	Y	18,298	19,159	20,080	21,043	21,904	22,793	23,660	24,536	25,405
AGRICULTURAL EQUIPMENT	BI-WEEKLY	703.76	736.88	772.32	809.36	842.48	876.64	910.00	943.68	977.12
OPERATOR	HOURLY	8.797	9.211	9.654	10.117	10.531	10.958	11.375	11.796	12.214
1305-H15	Y	19,700	20,621	21,611	22,651	23,612	24,575	25,540	26,503	27,475
COLLECTION SYSTEMS	BI-WEEKLY	757.68	793.12	831.20	871.20	908.16	945.20	982.32	1019.36	1056.72
OPERATOR	HOURLY	9.471	9.914	10.390	10.890	11.352	11.815	12.279	12.742	13.209
1852-H15	Y	13,399	14,003	14,645	15,334	16,076	16,823	17,166	17,707	18,262
CUSTODIAN/W.W.	BI-WEEKLY	515.36	538.56	563.28	589.76	618.32	639.36	660.24	681.04	702.40
	HOURLY	6.442	6.732	7.041	7.372	7.729	7.992	8.253	8.513	8.780
2830-G15	Y	23,889	25,008	26,208	27,475	28,685	29,902	31,113	32,325	33,540
ELECTRICIAN/W.W.	BI-WEEKLY	918.80	961.84	1008.00	1056.72	1103.28	1150.08	1196.64	1243.28	1290.00
	HOURLY	11.485	12.023	12.600	13.209	13.791	14.376	14.958	15.541	16.125
3915-G15	Y	19,700	20,621	21,611	22,651	23,612	24,575	25,540	26,503	27,475
IRRIGATION OPERATOR	BI-WEEKLY	757.68	793.12	831.20	871.20	908.16	945.20	982.32	1019.36	1056.72
	HOURLY	9.471	9.914	10.390	10.890	11.352	11.815	12.279	12.742	13.209
3920-C15	Y	20,461	21,418	22,443	23,525	24,538	25,544	26,560	27,566	28,581
IRRIGATION TECHNICIAN	BI-WEEKLY	786.96	823.76	863.20	904.80	943.76	982.48	1021.52	1060.24	1099.28
	HOURLY	9.837	10.297	10.790	11.310	11.797	12.281	12.769	13.253	13.741
4280-H15	Y	12,996	13,582	14,206	14,876	15,598	16,118	16,636	17,166	17,688
LABORATORY DISHWASHER	BI-WEEKLY	499.84	522.40	546.40	572.16	599.92	619.92	639.84	660.24	680.32
	HOURLY	6.248	6.530	6.830	7.152	7.499	7.749	7.998	8.253	8.504

Appendix A - Section 4 (continued)

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
4320-C15	Y	19,671	20,561	21,505	22,516	23,612	24,575	25,540	26,503	27,475
LABORATORY TECHNICIAN	BI-WEEKLY	756.56	790.80	827.12	866.00	908.16	945.20	982.32	1019.36	1056.72
	HOURLY	9.457	9.885	10.339	10.825	11.352	11.815	12.279	12.742	13.209
4751-G15	Y	21,256	22,254	23,323	24,444	25,507	26,560	27,616	28,669	29,729
MAINTENANCE MECHANIC	BI-WEEKLY	817.52	855.92	897.04	940.16	981.04	1021.52	1062.16	1102.64	1143.44
	HOURLY	10.219	10.699	11.213	11.752	12.263	12.769	13.277	13.783	14.293
7180-G15	Y	21,256	22,254	23,323	24,444	25,507	26,560	27,616	28,669	29,729
OPERATIONS MAINTENANCE MECHANIC	BI-WEEKLY	817.52	855.92	897.04	940.16	981.04	1021.52	1062.16	1102.64	1143.44
	HOURLY	10.219	10.699	11.213	11.752	12.263	12.769	13.277	13.783	14.293
7510-C15	Y	19,671	20,561	21,505	22,516	23,612	24,575	25,540	26,503	27,475
PRETREATMENT TECHNICIAN	BI-WEEKLY	756.56	790.80	827.12	866.00	908.16	945.20	982.32	1019.36	1056.72
	HOURLY	9.457	9.885	10.339	10.825	11.352	11.815	12.279	12.742	13.209
8450-H15	Y	14,778	15,444	16,160	16,917	17,736	18,381	19,080	19,658	20,307
SAMPLER	BI-WEEKLY	568.40	594.00	621.52	650.64	682.16	706.96	733.84	756.08	781.04
	HOURLY	7.105	7.425	7.769	8.133	8.527	8.837	9.173	9.451	9.763
8710-G15	Y	21,256	22,254	23,323	24,444	25,507	26,560	27,616	28,669	29,729
SOLID WASTE DISPOSAL SITE OPERATOR	BI-WEEKLY	817.52	855.92	897.04	940.16	981.04	1021.52	1062.16	1102.64	1143.44
	HOURLY	10.219	10.699	11.213	11.752	12.263	12.769	13.277	13.783	14.293
9035-H15	Y	18,298	19,159	20,080	21,043	21,904	22,793	23,660	24,536	25,405
TRANSFER STATION OPERATOR	BI-WEEKLY	703.76	736.88	772.32	809.36	842.48	876.64	910.00	943.68	977.12
	HOURLY	8.797	9.211	9.654	10.117	10.531	10.958	11.375	11.796	12.214

Appendix A - Section 4 (continued)

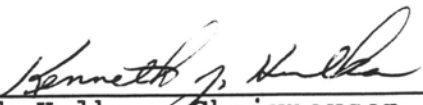
CLASS CODE	OT	A	B	C	D	E	F	G	H	I
9422-G15	Y	21,256	22,254	23,323	24,444	25,507	26,560	27,616	28,669	29,729
WASTEWATER HEAVY	BI-WEEKLY	817.52	855.92	897.04	940.16	981.04	1021.52	1062.16	1102.64	1143.44
EQUIPMENT OPERATOR	HOURLY	10.219	10.699	11.213	11.752	12.263	12.769	13.277	13.783	14.293
9431-C15	Y	15,787	16,576	17,408	18,275	19,069	19,856	20,702	21,609	22,556
WASTEWATER/SOLIDWASTE	BI-WEEKLY	607.20	637.52	669.52	702.88	733.44	763.68	796.24	831.12	867.52
ACCOUNT CLERK II	HOURLY	7.590	7.969	8.369	8.786	9.168	9.546	9.953	10.389	10.844
9472-F15	Y	14,138	14,801	15,515	16,257	16,846	17,474	18,104	18,787	19,523
WEIGHSTATION ATTENDANT	BI-WEEKLY	543.76	569.28	596.72	625.28	647.92	672.08	696.32	722.56	750.88
	HOURLY	6.797	7.116	7.459	7.816	8.099	8.401	8.704	9.032	9.386

LETTER OF UNDERSTANDING

The Union may submit reclassification recommendations and supporting data to the Wastewater Director for consideration in the 1995 budget. Such data must be submitted not later than June 1, 1994.

COUNTY OF MUSKEGON

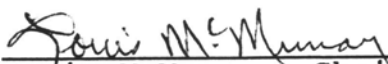
LOCAL 586, SERVICE
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO




Kenneth Hulka, Chairperson
Muskegon County Board of Commissioners

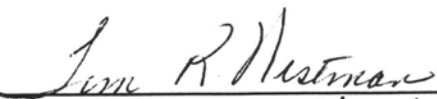


James Shelton, President

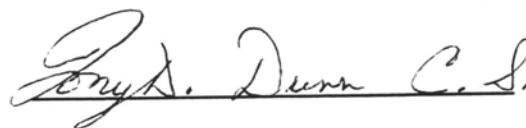


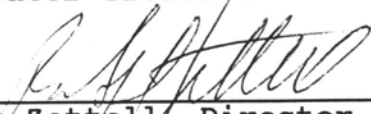
Louis McMurray, Chairperson
Board of Public Works






Tim R. Westman, Director
Wastewater Treatment Facility


_____ C.S.



Robert Zettell, Director
Department of Public Works



April 26, 1994

Date

4-19-94

Date

