

3482

12/31/2000

AGREEMENT

Between

MUSKEGON COUNTY BOARD OF COMMISSIONERS

And

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

(CMH Aide Unit)

February 12, 1998, through December 31, 2000

Muskegon County

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AGREEMENT

THIS AGREEMENT is entered into this 12th day of February, 1998, by and between the County of Muskegon and its Board of Commissioners, hereinafter called the "Employer," and Teamsters Local Union #214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter called the "Union."

RECOGNITION

Section 1.1 Collective Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time employees employed by the County of Muskegon, Community Mental Health (CMH), in the classifications of Mental Health Aide I/CMH, Mental Health Aide II/CMH, and Mental Health Worker/CMH, but excluding managerial, supervisory and confidential employees and all other employees and hourly employees as defined below:

Hourly is defined as an employee appointed to a position which will require the services of an incumbent for less than twenty-five (25) hours per week, regardless of the number of days worked.

Section 1.2 Definition of Employee Status

The following definitions apply to this Agreement:

- A. Employee--A person legally appointed and occupying a position in County service within the bargaining unit.
- B. Full-Time Employee--An employee appointed to a position which requires the services of an employee forty (40) hours per week for a continuous period exceeding ninety (90) calendar days.
- C. Part-Time Employee--An employee appointed to a position which requires the services of an employee for twenty-five (25) hours or more per week for a continuous period exceeding ninety (90) calendar days.
- D. Regular Employee--An employee appointed to a position which will require the services of an employee, either part-time or full-time, for a continuous period exceeding ninety (90) calendar days.
- E. Temporary Employee--An employee appointed as a new hire to a position which will require the services of an employee performing bargaining unit work, either part-time or full-time, for a continuous period not exceeding ninety (90) calendar days.

who shall not be subject to the terms and conditions of this Agreement.

- F. Hourly Employee--An employee appointed to a position which will require the services of an incumbent performing bargaining unit work for less than twenty-five (25) hours per week, regardless of the number of days worked, who shall not be subject to the terms and conditions of this Agreement.
- G. 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.
- H. Employees in categories E and F above may be assigned work in the bargaining unit as has been customarily assigned and performed in the past.

MANAGEMENT'S RIGHTS

Section 2.1

Reserved Rights

- A. Except as otherwise provided, the Employer retains the sole and exclusive right to manage and operate the Community Mental Health Department in all its operations and activities. Among the rights of management, included only by way of illustration and not by any way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; the number and location of its buildings and facilities and the assignment of employees to such buildings and facilities; to establish classifications of work and the number of employees required; to determine the nature of facilities and activities to be operated; to direct and control operations; to maintain order and efficiency; to continue and maintain and change its operations; to study and use improved methods and equipment; to transfer and subcontract work; and in all respects to carry out the ordinary and customary function of management; provided, however, that these rights shall not be exercised in violation of any provisions of the Agreement.
- B. Except as otherwise provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish skills; to determine work loads; to establish and change work schedules; to provide and assign relief personnel; to determine the quality and quantity of work to be performed; provided, however, that these rights shall not be exercised in violation of any provisions of this Agreement.
- C. The Employer reserves the right to publish and enforce from time to time reasonable work rules, policies, procedures and regulations. The Union agrees that the presently established

rules, regulations, policies and procedures shall remain in effect unless otherwise amended pursuant to this Agreement.

- D. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not limited by this Agreement.

UNION RIGHTS

Section 3.1 Non-Bargaining Unit Personnel

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

Section 3.2 Bargaining Unit Classifications

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

PROHIBITIONS

Section 4.1 No Strike

The parties mutually recognize that the services performed by the employees covered by this Agreement are essential to public health, safety, and welfare. Therefore, the Union agrees that neither it nor its officers, representatives, members, or the employees it represents shall, for any reason whatsoever, call, sanction, counsel, encourage, or engage in any strike, walk-out, sympathy strike, picketing of the Employer's buildings, offices, or premises, slow down, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any other acts that interfere in any manner or to any degree with the services of the Community Mental Health Department. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or any other location where employees covered by this Agreement are expected to work.

Section 4.2 Penalties

Any employee who violates the above provisions shall be subject to discipline up to and including discharge.

UNION MEMBERSHIP

Section 5.1

Dues Deduction

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

Section 5.2

Agency Shop Provision

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 six (6) months of employment) shall either become members of the Union or pay a service charge for his/her representation by the Union. In the event any employee fails to pay dues or a service charge within thirty (30) days after written notice by the Union to the employee, such employee's services shall be terminated; subject, however, to limitations imposed by applicable laws.

Section 5.3

Save Harmless

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

Section 5.4

Union Responsibility

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

REPRESENTATION

Section 6.1

Stewards

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

- A. Community Mental Health recognizes the following stewards as allocated:

ACT and Elm Residence	1 Steward
Muskegon Life Skills and Muskegon Adult Activity	1 Steward
Indian Bay and Whitehall Adult Activity	1 Steward

B. The Chief Steward will be selected from among the three (3) Stewards mentioned in Section 6.1, A, above. The Chief Steward shall serve as the Chief Steward for the entire bargaining unit and as the Steward from one of the divisions as listed in Section 6.1, A, above.

Section 6.2 Authorized Representatives

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union, and the Employer shall not be required to recognize or deal with any other than those so designated.

Section 6.3 Bargaining Committee

The Union in contract negotiations may be represented by three (3) employees from the bargaining unit. Said employees shall be the Chief Steward and the two (2) other Stewards. The Employer agrees to compensate at their normal rate of pay the Chief Steward and the two (2) Stewards for attendance at contract negotiation meetings with the Employer, if such meetings occur during the employees' regular work hours.

SENIORITY

Section 7.1 Definition of Seniority

Bargaining unit seniority shall be defined as the length of continuous service since the most recent date of hire with the County within the bargaining unit.

Section 7.2 Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. Each new hire or employees who transition from non-bargaining unit status into bargaining unit status shall serve a six (6) month probationary period with evaluation done at the end of three (3) months and five and one-half (5-1/2) months. The Employer has the right to discharge a probationary employee without cause. Probationary employees shall not have access to the grievance procedure.

Section 7.3 Termination of Seniority

Seniority shall be defined as in Section 7.1, but an employee shall cease to have seniority and is no longer employed if:

- A. He/she quits.
- B. He/she is discharged for just cause.
- C. He/she is absent from work for a period of three (3) consecutive work days without proper notification to the Employer.
- D. If he/she fails to give two (2) weeks' notification of his/her intent to return to work earlier than the scheduled expiration of a leave of absence, or if he/she does not immediately return to work and does not request and receive a written extension of said leave of absence. The above shall not be interpreted to allow a grace period of three (3) days after leave of absence.
- E. He/she gives a false reason for a leave of absence.
- F. He/she fails to return after being recalled from lay-off within the time limits allowed.
- G. An employee is laid off for a continuous period of two (2) years or the length of his/her seniority, whichever is less.
- H. He/she is promoted or transferred from the bargaining unit.
- I. He/she retires under the County retirement system.

Section 7.4 Seniority and Worker's Compensation

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

Section 7.5 Employee Records

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

Section 7.6 Benefit Anniversary Date

This section shall be used to determine eligibility for retirement and other fringe benefits.

A. For Retirement Benefits

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

B. For all Fringe Benefits Based on a Length of Service

1. This subsection applies to all benefits other than retirement as outlined in A above, for which eligibility is based on length of County service.
2. Length of service shall be determined by the employee's "Benefit Anniversary Date" which is computed on the basis of the amount of time paid to the employee on the County payroll commencing at the employee's date of hire into eligible service unless covered under the following exceptions:
 - a. Time spent on military leave from Muskegon County shall be included.
 - b. Service recognized by the County when it absorbs employees from another level of government by taking over an established operation of that government shall be included.
 - c. Service recognized by the County when it absorbs employees who have been under direct County supervision, but carried on the payroll of another governmental organization for the County's convenience, shall be included.
 - d. Service on the County payroll in a non-eligible employment which meets the following criteria shall be included:
 - i) The service shall be immediately preceding eligible County employment.

- ii) The transition from non-eligible to eligible employment must have been made without a break in service.

LAYOFF AND RECALL

Section 8.1

Order of Layoff

In the event it becomes necessary to lay off at Community Mental Health, layoffs will be by work site. For the purposes of this Layoff and Recall section only, work sites shall be defined as follows:

ACT (Assertive Community Treatment)	Muskegon Adult Activity
Elm Residence	Muskegon Life Skills
Indian Bay	Whitehall Adult Activity

Section 8.2

Bumping Procedure

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

- A. An employee must first bump within his/her current classification in the bargaining unit. Employees will bump the least senior employee within their current classification.
- B. If bumping is not possible in A, employees faced with layoff who have greater seniority may bump the least senior employee within another classification within the bargaining unit with the same or lower maximum salary provided they meet the minimum qualifications of the classification and can perform the work.
- C. If bumping is not possible as in B above, the employee will be laid off.
- D. The Employer shall provide five (5) calendar days prior notice of layoff.
- E. Employees wishing to exercise bumping privileges shall notify the Community Mental Health Director or his/her designee of their intent to bump and the employee shall notify the Community Mental Health Director or his/her designee of the person to be bumped within one (1) work day of the layoff notice.
- F. Employees bumping to another classification or another work site shall serve a thirty (30) day trial period. If the bump is unsuccessful, the employee is laid off. Employees not successful in exercising their bumping privileges will be laid off from their original classification.

Section 8.3

Pay Effect

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

Section 8.4

Order of Recall

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

Section 8.5

Notification of Recall

When recalling laid off employees back to work, the Mental Health Director will notify the employees by certified mail, return receipt requested, sent to the employee's last known address and the Employer's obligation is satisfied if the last known address given by the employee is used.

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

WAGES

Section 9.1

Wage Rates

The wage rates for employees covered in this Agreement are set forth in Appendix A and made a part thereof.

Section 9.2

Cost of Living

- A. During the term of this Agreement, a cost of living payment, if applicable, shall be paid annually between December 1, and December 20 of each year. Such payments shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982 = 100), hereinafter referred to as the Index.
- B. During the term of this Agreement, the annual payment shall be based upon changes in the September Index for that year as compared to the September Index of the previous year, and computed at one (1) cent per hour for each .3 increase in such Index; provided that such payment shall not exceed twenty (20) cents per hour for each permanent employee based on a total of two thousand eighty (2,080) hours per year (maximum payment of \$416.00).

Section 9.3

Longevity Pay

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

Years of Continuous Service as of <u>June 1 or December 1 each Year</u>	Amount of Payment		
	<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 in order to be eligible for longevity payments. If an employee is not in pay status at the required dates, he/she will be paid a pro rata payment based on hours worked during the period.

- B. Effective 1998, compensation for continuous service with the County shall be provided on the basis of the following schedule:

Years of Continuous
Service as of
December 1
of each Year

Amount of Payment

5 years \$250

For each completed year after 5 years \$ 50 additional to a maximum of of \$1,000

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

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

Section 9.4

Shift Differential

Employees working any shift in which at least four (4) hours of the shift fall between 6:00 p.m. and 6:00 a.m. shall be eligible for a shift differential of twenty (20) cents per hour.

HOURS OF WORK AND OVERTIME

Section 10.1

Normal Hours of Work

- A. The normal work week shall consist of a five (5) day, forty (40) hour week.
- B. Because the operations of Community Mental Health are varied, employees in various operations will be subject to work schedules designed to meet the needs of the operations. The normal work day shall consist of eight (8) hours, except as otherwise determined by the Mental Health Director. The Mental Health Director shall schedule the working hours for all employees in a manner to most efficiently cover the needs of the department.
- C. The Mental Health Director may assign overtime to meet operational needs. Prior approval of overtime hours is required from the supervisor or Mental Health Director. Overtime assignments are to be considered mandatory. Hourly, part-time and temporary employees as defined in Section 1.2 shall be used

to avoid the assignment of overtime to full-time employees whenever possible.

Section 10.2 Inclement Weather

In the event that inclement weather causes management to cease operations for one (1) 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.

Section 10.3 Overtime

Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's normal base hourly rate, including any applicable shift differential, for full-time employees for all hours worked in excess of the employee's normal shift or forty (40) hours per week. Paid holidays shall be counted as time worked when determining eligibility for overtime payment.

HOLIDAYS

Section 11.1 Recognized Holidays

The following days shall be recognized as holidays:

New Year's Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Section 11.2 Designated Holidays

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

Section 11.3 Holiday Pay

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

shall be paid at the rate of time and one-half (1-1/2) for hours worked on the holiday.

PERSONAL DAY

Section 12.1

Personal Day

Eligible employees shall be allowed two (2) days of personal leave, with pay, per calendar year. The personal leave day is not accruable and must be taken within the twelve (12) calendar months calendar year period. Such day may be taken at any time provided the employee requests the day ten (10) working days in advance and obtains approval of the supervisor.

ANNUAL LEAVE

Section 13.1

Annual Leave Accumulation

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

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

*The maximum accumulation is based on two (2) years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave is at the maximum, will not earn Annual Leave, either for immediate or future use when the employee's accumulation is below maximum.

**For the purpose of this schedule, a day is defined as eight (8) hours pay at the employee's regular base rate.

Section 13.2

Annual Leave Utilization

The determination of when Annual Leave is to be used, and the amount of Annual Leave that is to be taken at one time are at the discretion of the Mental Health Director. Of necessity, the welfare and convenience of the Employer and the continuation of the services at

the Community Mental Health Department must be the foremost consideration in allowing Annual Leave. Vacation requests will be approved or denied by the Mental Health Director within a reasonable time frame following the request, based on the circumstances of the department.

Section 13.3 Annual Leave Eligibility

No employee shall be entitled to any annual leave or pay thereof, until he/she has been on the payroll for a continuous period of at least six (6) months. Days shall be earned during the first six (6) months of employment in the manner provided in Section 13.1 above. Annual leave with pay will not be granted before annual leave time has been earned.

Section 13.4 Termination

Any employee who terminates County employment shall be paid for his/her accumulated vacation days at the rate of pay currently being received by said employee, providing two (2) weeks notice of separation has been given and worked out.

SICK LEAVE

Section 14.1 Definition of Sick Leave

Sick leave is an absence from work for which the employee is paid just as if he/she were at work, because the reason for the absence is covered by the provisions of this Sick Leave plan and the employee has accumulated at least as much Sick Leave as required for the absence in question.

Section 14.2 Eligibility for Sick Leave
Accumulation and Use

All employees eligible for the Sick Leave plan shall begin their accumulation from the first day of eligible County employment but shall be eligible for use of paid Sick Leave only after completion of six (6) months of continuous eligible County service.

Section 14.3 Rate of Earning and Accumulation
of Sick Leave

A. Eligible employees shall accumulate Sick Leave as follows:

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

- B. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each straight-time hour they work.

Section 14.4 Use of Sick Leave

- A. Sick leave accumulations may be used only with the permission of the Mental Health Director. This provision shall apply to all other sections of this plan.
- B. The Mental Health Director shall be responsible for reviewing employee requests for Sick Leave and determining their validity. He/she shall refuse to allow use of Sick Leave when, in his/her judgment, there is insufficient evidence to support the employee's claim, or where he/she believes that the employee has not exercised reasonable effort to promptly notify the Department of his/her absence. The Mental Health Director may require an employee to submit a physician's statement in order to justify the use of Sick Leave.
- C. Employees should, whenever possible, notify their supervisor that they will be unable to work before their normal work day begins, in any case, not later than one-half hour after the working day begins. (This requirement may vary in some CMH units or activities because of operational necessities.)
- D. Sick Leave shall not normally be granted for a period of more than three successive work days unless the employee submits a statement from his/her physician, to the Mental Health Director, that the Sick Leave is necessary.
- E. Sick Leave may not be used before it is earned, nor before an employee has six (6) continuous months of County service.
- F. Sick Leave may be used for the following purposes:
 1. Personal illness or incapacity over which the employee has no reasonable control.
 2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 3. Medical and dental examinations or treatment.

4. The care of the employee's ill minor dependent children, spouse, parents or guardians, if the employee is the only person available to render such care. Such usage should not normally exceed two (2) days for any one illness.
5. To supplement Workmen's Compensation payments.

Section 14.5 Payment for Unused Accumulated Sick Leave

- A. Payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees' Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave up to one hundred eighty (180) days. Payment shall be based on the rate the employee is earning at the time of separation.
- B. Payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated Sick Leave up to one hundred eighty (180) days. Payment shall be based on the rate the employee is earning at the time of separation.

Section 14.6 Effect of Sick Leave on Annual Leave and Sick Leave

- A. Employees on Sick Leave with pay shall continue to accumulate Annual Leave and Sick Leave just as if they were on the job.
- B. If an employee has reason to use Sick Leave during a period of Annual Leave usage, and if such Sick Leave is used to cover an illness of the employee, and if such Sick Leave is documented by a physician's written statement, to the Mental Health Director's satisfaction, such time may be deducted from the employee's Sick Leave accumulation, instead of from his/her Annual Leave accumulation.
- C. Legal Holidays which are counted as days off with pay by the County shall not be deducted from an employee's Sick Leave accumulation when they fall during a period of Sick Leave usage.

Section 14.7 Effect of Leaves of Absence Without Pay on Sick Leave

Employees shall not accumulate or use Sick Leave while on Leaves of Absence Without Pay.

Section 14.8 Effect of Bereavement Leave on Sick Leave

Employees who are given permission to use Bereavement Leave during a period of approved Sick Leave usage shall not have the time spent on Bereavement Leave deducted from their Sick Leave accumulation.

FAMILY AND MEDICAL LEAVE ACT

Section 15.1 Family and Medical Leave Act

The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.

BEREAVEMENT LEAVE

Section 16.1 Definition of Bereavement Leave

- A. Bereavement Leave is an absence from work, for not more than three consecutive working days, for which the employee is paid just as if he/she were at work, because the reason for the absence is the death of a member of his/her immediate family or household as described by the following provisions of this plan.
- B. The deceased must bear one of the following relationships to the employee (whether the relationship is natural, adoptive, step or foster in nature):

Spouse	Spouse's Grandparent
Child	Brother-in-law
Parent	Sister-in-law
Guardian	Son-in-law
Grandparent	Daughter-in-law
Brother	Member of the employee's
Sister	household which is the deceased's
Grandchild	residence at the time of death
Spouse's Parent	

Section 16.2 Use of Bereavement Leave

- A. Bereavement Leave may be used only with the permission of the employee's Department Head.
- B. Permission to use Bereavement Leave must be secured before the Bereavement Leave is paid.
- C. The length of Bereavement Leave shall be at the discretion of the employee's Department Head, depending on the relationship of the employee to the deceased and the geographical location of

the funeral, but in no case shall leave for one death be longer than three consecutive working days.

JURY DUTY LEAVE

Section 17.1

Jury Duty Leave

Employees on jury duty or subpoenaed as a witness, except where such subpoena is the result of secondary employment, shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the court, not including traveling allowances or reimbursement of expenses, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employer.

Such time will not be charged against the employee's Annual Leave or Sick Leave. An employee on jury duty or subpoenaed as a witness shall return to work for the balance of the day when released by the court in excess of one (1) hour prior to the end of the employee's regular shift.

INSURANCE

Section 18.1

General Insurance Provisions

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-fund any or all insurance plans as long as the current benefit level remains relatively equal. Although a general description of the current plan is provided below, employees should refer to the Certificate of Coverage as provided by the carrier and to the benefit summary and application/eligibility requirements as provided by the carrier. Each employee shall complete and submit all papers and forms required by the insurer. The County shall be reimbursed for any premium which was paid to an insurance company for dependent coverage for which the employee was not eligible. The employee will reimburse the County via payroll deduction, which is hereby authorized by this Agreement.

All insurance and benefit programs referred to herein are subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this Agreement.

The Employer's liability with respect to any insurance benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the insurance

coverage specified, and upon such payment all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 18.2 Medical Insurance

The Employer will make available hospitalization and medical insurance coverage to eligible employees through Blue Cross/Blue Shield, Physician's Health Plan, Care Choices or Blue Care Network as such coverage is available to Muskegon County Government.

Each employee enrolled in an 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 18.3 Dental Insurance

During the term of this Agreement, the Employer will provide Delta Dental Plan D insurance coverage at a cost to the Employer not to exceed thirty-three dollars (\$33.00) per subscriber per month. Any premium in excess of thirty-three dollars (\$33.00) per subscriber per month will be paid by the employee.

Section 18.4 Life Insurance

The Employer shall provide "straight-term" life insurance for each permanent, full-time employee equal to the employee's annual salary rounded to the next highest thousand dollars or ten thousand dollars (\$10,000), whichever is greater and including provisions for accidental death and dismemberment.

Section 18.5 Insurance Coverage Limitation

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

Section 18.6

Retirees Insurance

The Employer shall provide hospitalization, medical and dental insurance for individuals who retire under the MERS plan by meeting age and service requirements and go from County employment immediately into retirement, and for individuals who apply to MERS for disability retirement before separation, or within 30 calendar days of their separation from County employment and said application is subsequently approved by MERS. In addition, active retiree's dependents will be allowed to participate in the County's group health insurance program but cost for coverage for any retiree's dependents shall be paid by the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after January 1, 1994.

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

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

Section 18.7

Additional Premiums

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

GENERAL LIMITATIONS

Section 19.1 Benefits for Part-Time Employees

Benefits for eligible part-time employees shall be prorated based on hours normally scheduled to work with respect to accumulations of annual leave, sick leave, medical, dental, and life insurance coverages.

Section 19.2 Benefit Program Compensation

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

FILLING OF VACANCIES

Section 20.1 Vacancy Announcement

All vacancies or newly created positions within the bargaining unit shall be announced for three (3) working days (Monday through Friday) setting forth the classification, location and the requirements for the position. Announcements will be posted on the bulletin board at each work location covered by the bargaining unit. Employees interested in applying for the vacancy shall make written application to the Community Mental Health (CMH) Director within the announcement period.

Section 20.2 Filling of a Vacancy

- A. To be eligible for consideration for the vacancy, bargaining unit employees must:
1. Have completed the initial probationary period and not be currently serving a trial period as described in Section 20.3.
 2. Meet the minimum qualifications of the class.
 3. Have the present ability and physical fitness to satisfactorily complete the required work activities.
- B. Selection among those applicants determined eligible as stated above to fill the vacancy is made in the following order:
1. Employees currently within the same classification as the vacancy.

2. Employees in other classifications within the bargaining unit.

The selection of the applicant to fill the vacancy is the sole determination of the Community Mental Health Director.

- C. If no bargaining unit employee who applies for the vacancy is determined eligible by the CMH Director to fill the announced vacancy, Community Mental Health may fill such vacancy from outside the bargaining unit.
- D. Nothing in this Section shall be construed so as to limit the Employer's authority to assign appropriate duties to employees working within their classification.

Section 20.3

Trial Period

Employees selected to fill a vacancy in accordance with Section 20.2, (B), 1, shall not serve a trial period. Employees selected to fill a vacancy in accordance with Section 20.2, (B), 2, shall serve a six (6) month trial period to demonstrate his/her ability to perform the work.

- A. If the CMH Director determines the employee performance to be unsatisfactory during the trial period, the employee shall be returned to his/her former classification and rate of pay.
- B. Employees successfully completing this trial period shall be precluded from making further application for vacancy announcements for an additional period of six (6) months.

Section 20.4

Definition and Pay Effect in Filling Vacancies

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

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

same classification or a classification of lower maximum pay. An employee transferring to another position in the employee's present classification shall maintain the current rate of pay received. An employee transferring to a classification with a lower maximum pay rate shall retain their present pay rate if their current rate of pay is within the pay range of the lower classification, or shall receive the maximum pay rate for the lower classification if their current rate of pay exceeds the pay range of the lower classification.

DISCIPLINARY PROCEDURE

Section 21.1 Purpose of Disciplinary Procedure

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

Section 21.2 Disciplinary Actions

Disciplinary action or measures shall include the following:

- A. Written reprimand
- B. Suspension without pay
- C. Discharge

Employees having successfully completed their initial probationary period shall be discharged or given disciplinary suspension only for just cause. Any employee shall have the right to challenge the propriety of suspensions of greater than two (2) days or discharges through the regular grievance procedure. In the event of disciplinary suspension or discharge, the Department Head shall notify the employee's steward or other Union representative of the action. If the Employer has reason to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before fellow employees or the public.

Classification of misconduct:

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

Disciplinary action shall be imposed with respect to each of the groups of offenses as hereinafter set forth. Offenses are cumulative between group levels. While the groups of offenses listed below are generally broad, the parties recognize that these lists of possible

offenses do not include all possible matters that may be proper cause for disciplinary action.

Group 1 Offenses

- a. Habitual tardiness at 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. Reporting to work while under the influence of alcoholic beverages.
- i. Any offense in either Group 2 or 3.
- j. Any other offenses or like consequence.

This disciplinary procedure in this group shall be: first offense, written warning; 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 two (2) years.

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 verbal abuse of the public.

- h. Willful disobedience to the proper directive of a supervisor, or other acts of insubordination.
- i. Any offense in Group 3.
- j. Accumulation of five (5) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.
- k. Any other offense of like consequence.

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 three (3) years.

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 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 on County property, in County vehicles or during working time.
- e. Absence of three consecutive working days without notice or leave and without justifiable reason for failure to report.
- f. Accumulation of ten (10) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.
- g. Unjustified physical abuse of the public.
- h. Reporting to work while under the influence of illegal drugs, controlled substances or hallucinogens.
- i. Possession or use, sale or delivery of illegal drugs, controlled substances or hallucinogens on County property, in County vehicles or during working time.
- j. Any other offense of like consequence.

The disciplinary action in this group shall be immediate discharge.

GRIEVANCE PROCEDURE

Section 22.1 Definition of Grievance

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 not be stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the grievance procedure stated in this contract.

Section 22.2 Time Limits

The time limits for filing all grievances shall be five (5) days from the date of the occurrence of the alleged grievance, or five (5) days from the date the grievant knew or reasonably should have known of the occurrence. 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. 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 22.3 Grievance Steps

Step 1

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

Step 2

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

Step 3

If the grievance is not settled in Step 2 of the grievance procedure, it may be submitted by the Union to final and binding arbitration.

Within sixty (60) calendar days of the date of the receipt of the written reply from Step 2, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of arbitrators in accordance with the rules of the Service. If the grievance is concerning a discharge from employment, the Union shall request an FMCS list of arbitrators within ten (10) days of the date of the receipt of the written reply from Step 2. A copy of the Union's arbitration request shall be forwarded to the Personnel Director. Expenses for arbitration shall be borne equally by both parties, except that each party shall bear the expense of its own witnesses.

As an option to requesting a list of arbitrators from FMCS as indicated above, the Union and Employer may agree to utilize the following panel of arbitrators: Joseph Girolamo, David Grissom, Daniel Kruger, and Patrick McDonald. An arbitrator will be selected from this list by the parties by lot. This alternative arbitrator selection procedure shall be considered as a test procedure, will only be utilized with the mutual consent of the parties, and expires on the termination date of this labor agreement.

Section 22.4 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, if it is the desire of either party.

Section 22.5 Power of Arbitrator

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

ELECTION OF REMEDIES

Section 23.1 Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through 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.

MISCELLANEOUS

Section 24.1 Acceptance of Gifts

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

Section 24.2 Bulletin Board

The Employer will provide space on a bulletin board in the facility where employees work. Only official notices are to be posted and must have the signature of the Union Business Representative. The Employer may remove any material which is detrimental to the Union-Employer relationship.

Section 24.3 Merit Increases

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings.

Section 24.4 Mileage Compensation

With the execution of this Agreement, employees who are required to furnish their own automobile for the purpose of transacting County business shall be compensated at the rate of twenty-two (22) cents per mile.

Section 24.5 Non-Discrimination

The Employer and the Union agree that the provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, height, weight, marital status, or handicap.

The parties hereby agree that no officers, agency, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain

from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

Section 24.6 Retirement

Effective upon execution of the contract, the County agrees to provide to permanent employees, except as modified elsewhere in this Agreement, and at no cost to the employees, the State of Michigan Municipal Employees Retirement System plan known as Benefit Program B-2, as described in the Michigan Municipal Employees Retirement Act.

Section 24.7 Supplemental Employment

Supplementary employment is permitted provided that the employee notifies the Community Mental Health Department in writing of his/her supplemental employment, including name of the employer, duties and hours of work and such supplementary employment is approved by the Mental Health Director.

The supplementary employment must not conflict with the employee's hours of County employment nor should it interfere or directly or indirectly conflict with the employee's satisfactory performance of his/her County duties.

Section 24.8 Worker's Compensation

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

The employee will receive Worker's Compensation benefits as allowed by law, and at the option of the employee may charge accumulated, unused sick leave and/or vacation balances to the extent that it would provide such employee with his/her regular net salary. If the employee continues on Worker's Compensation following the depletion of such leave balances, payments shall be governed by applicable law.

Section 24.9 Rates for New Position/Classification

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

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

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

VALIDITY AND WAIVER

Section 25.1

Validity

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

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

Section 25.2

Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to in writing between the parties.

TERM OF AGREEMENT

Section 26.1

Duration

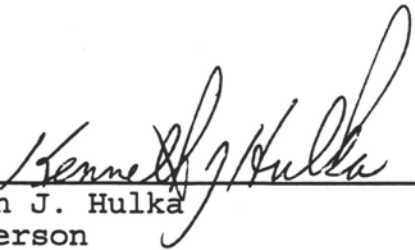
This contract shall be in full force and effect from the date of its execution through December 31, 2000, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to November 1, 2000, or prior to November of the appropriate succeeding twelve (12) months period of their desire to negotiate a new contract. Upon receipt of such written notifications, 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 hereunder set their hand and seals this 12th day of February, 1998.

MUSKEGON COUNTY BOARD
COMMISSIONERS

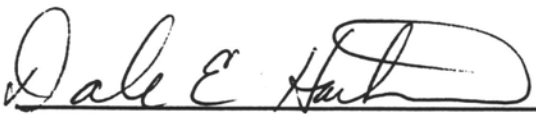
TEAMSTERS LOCAL 214 AFFILI-
ATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA



Kenneth J. Hulka
Chairperson



Frederick W. Bennett
Business Representative



Dale Hartman
Muskegon County Clerk

APPENDIX A

CLASSIFICATIONS AND RATES (Per Hour)

Effective the first full pay period following January 1, 1997: (3%)

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Mental Health Aide I	8.04	8.42	8.80	9.17	9.55	9.93
Mental Health Aide II	8.94	9.33	9.73	10.12	10.52	10.92
Mental Health Worker	10.41	10.91	11.44	12.00	12.59	13.20

Effective the first full pay period following January 1, 1998: (2.75%)

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Mental Health Aide I	8.26	8.65	9.04	9.42	9.81	10.20
Mental Health Aide II	9.19	9.59	10.00	10.40	10.81	11.22
Mental Health Worker	10.70	11.21	11.75	12.33	12.94	13.56

Effective the first full pay period following January 1, 1999 - the hourly rate for each step will be increased based upon the change in the September, 1998, index as compared to the September 1997, index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective the first full pay period following January 1, 2000 - the hourly rate for each step will be increased based upon the change in the September, 1999, index as compared to the September, 1998, index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2.0% nor more than 4.0%.

