

AGREEMENT

Between

MUSKEGON COUNTY BOARD OF COMMISSIONERS

And

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

(General Employees Unit)

October 1, 2023 through September 30, 2026

## TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Acceptance of Gifts	29.4	46
Additional Costs	26.8	44
AGREEMENT		1
Amendments	31.1	50
AMENDMENTS AND DURATION		50
ANNUAL LEAVE		19
Annual Leave Accumulation	12.1	19
APPENDIX A		54
Application of Seniority	8.2	6
Arbitration Procedure	20.2	31
Assignment of Duties	23.1	37
Bargaining Committee	6.4	5
Bargaining Unit Classification	4.1	3
Benefit Program Compensation	27.2	45
Benefits for Part-Time Employees	27.1	44
Bereavement Leave	13.1	21
Bulletin Boards	29.3	46
Bumping Procedure	18.4	27
Cancelled Vacation	12.6	21
Chronic Illness	11.7	8
Collective Bargaining Unit	2.1	1
Conditions of Employment	29.9	48
Contracting Out Work	29.12	48
Cost of Living	24.2	38
Coverage Limitation	26.5	42
Definitions and Pay Effect in Filling Vacancies	22.4	37
Definition of Seniority	8.1	6
Definition of Sick Leave	11.1	15
Definition of Terms	2.2	1

**TABLE OF CONTENTS - continued**

<b><u>TITLE</u></b>	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Dental Coverage	26.3	42
Designated Holidays	14.2	23
Disciplinary Actions	21.2	31
DISCIPLINARY PROCEDURE		31
DRUG POLICY	28.1	45
Dues Deduction	2.3	2
Duration	31.2	50
Effect of Leaves Without Pay	16.2	24
Effect of Sick Leave During a Vacation	12.5	21
ELECTION OF REMEDIES		49
Election of Remedies	30.1	49
Employee Records	8.5	7
EMPLOYER'S RIGHTS		3
Establishment of New Rules and Regulations	21.3	34
FAMILY AND MEDICAL LEAVE ACT APPLICATION		26
Family and Medical Leave Act Application	17.1	26
FILLING OF VACANCIES		35
Filling of a Vacancy	22.2	35
Filling of Vacancies Limitation	22.5	37
Forfeit of Recall Rights	18.6	28
General Medical Plan Provisions	26.1	40
GENERAL LIMITATIONS		44
GRIEVANCE AND ARBITRATION PROCEDURE		29
Grievance Procedure	20.1	29
Health and Welfare	29.5	46
Holiday Pay	14.3	23
HOLIDAYS		22
HOURS OF WORK		10
Inclement Weather	9.2	11

**TABLE OF CONTENTS - continued**

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
INSURANCE		40
Jury Duty	13.2	22
LAY-OFF		27
Leave of Absence Definition	16.1	24
LEAVES OF ABSENCE WITHOUT PAY		24
Length of Service for Other Purposes	8.9	9
Life Coverage	26.4	42
Longevity Pay	24.3	41
Medical Coverage	26.2	48
Meetings and Seminars	29.8	48
Merit Increases	29.10	48
MILEAGE		40
Mileage Compensation	25.1	40
Military Leave	13.3	22
Minimum Call-In	10.3	15
MISCELLANEOUS		45
No Lock-Out	5.2	4
No Strick	5.1	3
Non-Bargaining Unit Personnel	4.2	3
Non-Discrimination	29.1	45
Normal Hours of Work	9.1	10
Notice of Disciplinary Action	21.4	35
Notice of Special Conferences	7.1	5
Notice of Termination	31.3	50
Notice of Union Representation	6.3	5
Notification of Recall	19.2	29
Notification of Sick Leave Usage	11.3	17
On-Call Pay	10.4	15
Order of Lay-Off	18.1	27

**TABLE OF CONTENTS - continued**

<b><u>TITLE</u></b>	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Order of Recall	19.1	29
OVERTIME		11
Overtime Assignments and Equalization	10.1	11
Part-Time Employees	18.2	27
Pay Effect	18.5	28
PERSONAL DAY		23
Personal Day	15.1	23
Physician's Verification	11.5	18
Power of Arbitrator	20.3	31
Preamble	1.1	1
Premium Pay for Overtime Work	10.2	14
PROHIBITIONS		3
PURPOSE		1
Purpose of Disciplinary Procedure	21.1	31
Rates for New Position/Classification	24.5	39
RECALL		29
RECOGNITION		4
Recognized Holidays	14.1	22
REPRESENTATION		4
Reserved Rights	3.1	3
Retiree's Coverage	26.6	43
Retirement	29.7	47
Return From a Leave Without Pay	16.4	26
Save Harmless	2.5	2
Schedule A	52	
Schedule B	53	
Schedule Changes	9.3	11
Scheduling of Special Conferences	7.2	6
Section 125 Plan	29.12	48
SENIORITY		6
Seniority and Worker's Compensation	8.4	7
Seniority List	8.6	8
Shift Assignment	8.7	8
Shift Differential	9.4	11
SICK LEAVE		15
Sick Leave Benefits	11.2	16

**TABLE OF CONTENTS - continued**

<b><u>TITLE</u></b>	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Sick Leave During Vacation	11.6	18
SPECIAL CONFERENCES		5
Special Conference Meetings	7.3	6
Special Consideration	11.8	18
SPECIAL LEAVES		21
Stewards and Alternates	6.1	4
Stewards and Chief Steward	6.2	4
Super Seniority	8.8	8
Supplemental Employment	29.2	46
Temporary Assignments	23.2	38
TEMPORARY WORK ASSIGNMENTS		37
Termination	12.4	21
Termination of Seniority	8.3	6
Tool Allowance	24.4	39
Trial Period	22.3	36
Types of Leave Without Pay	16.3	25
Union Notification	18.3	27
Union Responsibility	2.6	3
UNION RIGHTS		3
Union Security	2.4	2
Use of Sick Leave	11.4	17
Vacancy Announcement	22.1	35
Vacation Eligibility	12.3	20
Vacation Scheduling	12.2	20
Validity	29.14	49
Vision Coverage	26.7	44
Wage Rates	24.1	38
WAGES		38
Waiver	29.15	49
Worker's Compensation	29.6	47



- D. Permanent Employee. An employee appointed to a position, other than seasonal, which will require the services of an employee, either part-time, or full-time, for a continuous period exceeding ninety (90) calendar days.
- E. Temporary Employee. An employee appointed to a position which will require the services of an employee, either part-time or full-time, for a continuous period not exceeding ninety (90) calendar days.
- F. Hourly Employee. An employee appointed to a position which will require the services of an incumbent for less than twenty-five (25) hours per week, regardless of the number of days worked. The only benefit hourly employees shall be eligible to receive and accumulate is seniority based on the number of hours worked.
- G. Position. A group of duties and responsibilities which may be occupied or vacant at any given time.
- H. Seasonal Employee. An employee appointed to a position which will require the services of an employee, either part-time or full-time, to perform seasonal work activities for a continuous period not exceeding one hundred and twenty (120) calendar days.

Section 2.3

Dues Deduction

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

Section 2.4

Union Security

County employees will not be required to join the union or pay related fees as a condition of employment. Unless a County employee affirmatively consents to pay union dues via a payroll deduction form, neither an agency fee nor any other payment to the union will be deducted from an employee's wages. In the event Public Act 349 of 2012 is overturned with no further appeals or repealed, this language shall revert back to the language in effect prior to the Act.

Section 2.5

Save Harmless

The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits, or other forms of liability that may arise



The Union will not cause or encourage its members to engage in a work stoppage over any unsettled grievance. It is further agreed that no employee, Union member or other agent of the Union, shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever. Violation of this Section by an employee shall subject that employee to disciplinary procedure up to and including discharge.

Section 5.2 No Lock-Out

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

**REPRESENTATION**

Section 6.1 Stewards and Alternates

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

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

Hall of Justice	Floors 1, 5 & 6	1 Steward
Equalization, Register of Deeds, Treasurer		1 Steward
Health Department		
Sheriff		1 Steward
MATS		1 Steward
Facilities Management/Public Works/Central Services		1 Steward

Section 6.2 Stewards and Chief Steward

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

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

- A. To process grievances beyond Step 1.
- B. To attend arbitration matters.
- C. To attend special conferences.

- D. Contract negotiations.
- E. To attend meetings called by the County with the Union to discuss matters relative to wages, hours, and working conditions affecting bargaining unit personnel.

The Union and the Employer agree that it is to the mutual interest of both parties that a minimum of Union activities take place during working hours. To this end, it is agreed that time during working hours will be consumed for Union affairs only when absolutely necessary. No steward shall leave his/her department on Union business without the express consent of his/her Department Head or designated agent but if consent is not given, the Department Head shall arrange to have the Chief Steward notified immediately. The Chief Steward, acting in his/her official capacity, may leave his/her department after giving notification to his/her Department Head. Notice shall also be given the appropriate Department Head, or in his/her absence the supervisor in charge of the office at that time, when such Union official enters another department for the purpose of conducting Union business during working hours. No other Union official, except the bargaining committee as a whole, attending a scheduled bargaining meeting, may conduct Union business during working hours.

Section 6.3                      Notice of Union Representation

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

Section 6.4                      Bargaining Committee

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

**SPECIAL CONFERENCES**

Section 7.1                      Notice of Special Conferences

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

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

Section 7.2                    Scheduling of Special Conferences

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

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

Section 7.3                    Special Conference Meetings

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

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

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

**SENIORITY**

Section 8.1                    Definition of Seniority

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

Section 8.2                    Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. Each new hire shall serve a three (3) month probationary period with evaluation done at the end of three (3) months. For positions that require a Commercial Driver's License (CDL), the three (3) month probation period begins once the CDL is obtained. Probationary employees shall not have access to the grievance procedure regarding evaluations or terminations, but shall be otherwise represented.

Section 8.3                    Termination of Seniority

Seniority shall be defined as in Section 8.1, but an employee shall

cease to have seniority and is no longer employed if:

- A. He/she quits.
- B. He/she is discharged for just cause.
- C. He/she is absent from work for a period of three (3) consecutive work days without notifying the Employer.
- D. If he/she fails to give two (2) weeks notification of his/her intent to return to work earlier than the scheduled expiration of a leave of absence, or if he/she does not immediately return to work and does not request and receive a written extension of said leave of absence. The above shall not be interpreted to allow a grace period of three (3) days after leave of absence.
- E. He/she gives a false reason for a leave of absence.
- F. He/she fails to return after being recalled from lay-off within the time limits allowed.
- G. An employee is laid off for a continuous period of two (2) years or the length of his/her seniority, whichever is less.
- H. Employees who take a position outside of this bargaining unit will cease to have seniority in this bargaining unit. Employees returning to a position in the bargaining unit will be treated as a new hire in accordance with 8.1, Definition of Seniority.
- I. He/she retires under the County retirement system.
- J. If he/she fails to return at the expiration of a leave of absence.

Section 8.4                      Seniority and Worker's Compensation

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

Section 8.5                                      Employee Records

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

Section 8.6

Seniority List

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

Section 8.7

Shift Assignment

- A. If it becomes necessary for the Employer to establish any additional second or third shifts either temporarily or permanently, the most senior employee in the classification assigned to the new shift will be offered such assignment first. If the most senior employee declines the shift change, the least senior employee will be assigned until the position can be filled by a volunteer who is qualified to perform such assignment.
- B. In the Muskegon Area Transit System (MATS), effective on July 1, 1983, full time Bus Operators may select route assignments by bargaining unit seniority. Departmental management retains the right to change any route assignments at its discretion for the best interest of the Transit System, not subject to the grievance procedure. Departmental management will notify in writing the affected employee of the reason for the route assignment change.
- C. Effective October 26, 2010, in those Departments that operate a twenty-four (24) hour schedule, shift preference shall be bid by seniority, each year the last week of September for the following year which will go into effect the first of October. In those departments where there is a need to staff a particular shift or shifts with employees of both sexes, shift preference will be based upon bargaining unit seniority by the gender required to staff the particular shift or shifts.

Section 8.8

Super Seniority

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

Section 8.9

Length of Service for Other Purposes

A. For Retirement Benefits

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

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

1. This subsection applies to all benefits other than retirement as outlined in A above, for which eligibility is based on length of County service, excluding bargaining unit seniority.
2. Length of service shall be determined by the employee's "Benefit Anniversary Date" which is computed on the basis of the amount of time paid to the employee on the County payroll commencing at the employee's date of hire into eligible service unless otherwise spelled out in a union contract or covered under the following exceptions:
  - a) Time spent on military leave from Muskegon County shall be included.
  - b) Service recognized by the County when it absorbs employees from another level of government by taking over an established operation of that government shall be included.
  - c) Service recognized by the County when it absorbs

employees who have been under direct County supervision, but carried on the payroll of another governmental organization for the County's convenience, shall be included.

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

#### **HOURS OF WORK**

##### Section 9.1

##### Normal Hours of Work

- A. The normal work week shall consist of a five (5) day, forty (40) hour week.
- B. The normal work day shall consist of eight (8) hours beginning at 8:00 a.m. and ending at 5:00 p.m. with one (1) hour off for lunch, except in those departments where deviation from the above schedule is necessary in order to maintain an efficient operation. Department Heads/Elected officials may allow for flexible working schedules based on staffing needs. The department head in such departments shall schedule the working hours for all employees in a manner to most efficiently cover the needs of the department. Whenever it becomes necessary for a department head to change the starting and ending hours of daily work for any employee, the employee shall still be required to complete an eight (8) hour day of work. There shall be no discrimination or favoritism shown toward any employee in this instance.
- C. If it becomes necessary for the department to change the hours or days of work, either temporarily or permanently, the most senior employee in the classification assigned to the change of hours or days of work will be offered such assignment first. If the most senior employee declines the change of hours or days of work, the least senior employee in the class will be assigned until the position can be filled by a volunteer who is qualified to perform such assignment.



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

- A. Hourly, part-time and temporary employees as defined in Section 2.2 shall be used to avoid the assignment of overtime to full-time employees whenever possible.
- B. Employees desiring to work overtime assignments shall sign up for overtime and be placed on an overtime equalization list. When overtime is assigned the person on the list with the least number of overtime hours shall work the assignment. If all hours are equal, the least senior employee will be required to work. The equalization list shall be renewed each six (6) months.
- C. If no full-time employees sign up for overtime, a rotation list shall be maintained by the department. Employees shall be placed on the list in order of seniority. The first person on the list shall receive the overtime assignment. Having worked the assignment, the first employee would be moved to the bottom of the list.
- D. Nothing in this provision shall be construed to prohibit the Employer from assigning overtime to any employee in an emergency situation, or continuing an employee on a work assignment when the work must be completed after normal working hours.
- E. Overtime Assignment and Equalization Process-Transit
  - 1. On a quarterly basis, concurrent with the Bus Operator run pick process, each full-time transit GEU employee will have the opportunity to "opt-in" or "opt-out" of the overtime equalization process for the upcoming calendar quarter.
    - a. An employee that opts-out will not be contacted to fill overtime shifts during the specified calendar quarter, unless a unique or mandatory overtime situation arises.
    - b. An employee that opts-in will have his/her name and phone number added to the list of persons to contact when overtime opportunities arise for that job classification during the specified calendar quarter.

2. Each time an open shift or extra work overtime opportunity arises (typically 2+ hours of unassigned work), the Operations Manager or Transit Supervisor will attempt to contact an employee from the current opt-in list of employees, with a preference for the employee(s) with the least amount of overtime equalization hours in that employee category for the period thus far.

a. When an employee is contacted, he or she will be asked to fill the available work. If the employee agrees to fill the available shift, an amount equal to the overtime shift will be added to the equalized overtime log as an overtime opportunity.

b. If the contacted employee declines the available overtime opportunity, an amount equal to the offered overtime shift will be added to the equalized overtime log as an overtime opportunity.

c. If an employee does not answer a call for an overtime opportunity, a voice message will be left, if possible, and the call documented by management. Management will proceed to another contact. If the employee returns the phone call within two (2) hours and the shift has been filled through other staffing, they will not be charged for the overtime opportunity and will keep their spot on the equalization list. If the employee does not return the phone call within two (2) hours, it will be handled as a decline referenced in 2.b.

d. "For cause" factors that may cause an employee to be bypassed for an available overtime opportunity include:

- i. Employee is already at work or on the schedule for an incompatible shift
- ii. A "rest period" or length of shift norm would be violated by working the available shift along with other scheduled work
- iii. Employee is on a scheduled vacation or other leave
- iv. Lack of training on a particular route or service

e. If an employee is not contacted for an overtime opportunity and believes that he/she should have been, the concern can be brought to the Paratransit Operations Manager, Transit Route

Operations Manager, or Transit Systems Manager for discussion. The available remedy will be for Management to make contact with that employee for an alternate upcoming overtime opportunity, thereby improving equalization. Management will review the reasons for the person not being contacted initially and make appropriate adjustments as necessary.

3. Management will maintain a spreadsheet for each overtime equalization period that documents each opt-in employee's equalized hours for the period. Periodically, typically on payday Friday's, this equalization list will be posted for all employees to view.
4. Management reserves the right to determine route and duty assignments for the good of the system. This may or may not result in an overtime shift being on a preferred route. A person that declines an overtime assignment for route preference or other such reasons will be handled as in paragraph 2.b., above.

Nothing in this provision shall be construed to prohibit the Employer from assigning overtime to any employee in an emergency situation, or continuing an employee on a work assignment when the work must be completed after normal working hours.

#### Section 10.2                      Premium Pay for Overtime Work

Overtime shall be paid at the rate of one and one-half (1 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 normally scheduled hours or shift or forty (40) hours per week. Part-time and hourly employees as defined in Section 2.2, working hours in excess of that required of full-time employees shall also be eligible for overtime payment. Annual leave, personal leave, and paid holidays shall be counted as time worked when determining eligibility for overtime payment.

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

For Facilities employees only, sick leave will also be counted as time worked when determining eligibility for overtime payment, and only when

the sick time is pre-approved at least 48 hours in advance.

Section 10.3

Minimum Call-In

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

Section 10.4

On-Call Pay

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

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

**SICK LEAVE**

Section 11.1

Definition of Sick Leave

Sick leave is an absence from work for purposes of illness or injury for which the employee who has completed ninety (90) days of employment is paid just as if he/she was at work, subject to the employee's sick leave accumulations and other provisions of this Section. Employees on

paid sick leave will suffer no loss of seniority.

Section 11.2

Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

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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	960 hours
10	.6923	18	Unlimited hours

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Upon termination and after completing at least one (1) continuous full year of employment, accumulated sick leave shall be compensated for on the basis of one-half (1/2) of accumulated unused sick leave up to one thousand four hundred forty (1,440) hours and paid at the employee's current rate of pay. [maximum payout: seven hundred twenty (720) hours].

Upon retirement, as defined by the State of Michigan MERS, or upon death, accumulated sick leave up to one thousand four hundred forty hours (1,440) 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. [maximum payout: one thousand eighty (1,080) hours].

For Employees hired on or after October 26, 2010, employees shall accumulate sick leave at the rate of ninety-six (96) sick leave hours per year. Sick leave time will be accumulated by pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period or .4615 sick leave days per pay period. Each employee shall be allowed to accumulate up to one hundred and eighty (180) hours of sick leave. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate sick leave for each straight-time hour they work. For the purposes of this schedule a day is defined as eight (8), ten (10) or 12 (12) hours pay at the employee's regular rate based on the assigned work schedule.

Payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees' Retirement System: An employee separating from County employment for these shall receive three-quarters (3/4) pay for all unused accumulated sick leave, up to seven hundred twenty (720) hours [maximum payout:

five hundred forty (540) hours]. Payment shall be based on the rate the employee is earning at the time of separation.

Payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated sick leave, up to seven hundred twenty (720) hours [maximum payout: three hundred sixty (360) hours]. Payment shall be based on the rate the employee is earning at the time of separation.

- A. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each hour they work.
- B. All authorized paid leaves of absence shall be counted as time worked when computing sick leave accumulations except Worker's Disability Compensation leaves.
- C. An equivalent amount of sick leave shall be cancelled for each period of work time an employee is off sick.
- D. Members of the Muskegon County General Employees Unit shall be eligible to participate in the Donated Leave Policy as approved by the County Board of Commissioners. This policy is not subject to the Grievance Procedure.

Section 11.3                      Notification of Sick Leave Usage

All employees, except MATS Bus Operators, are required, whenever possible, to notify their Department Head that they will be unable to work before their normal work day begins, in any case not later than one-half (1/2) hour after the working day begins. MATS Bus Operators are required to call in at least one (1) hour prior to the start of their shift. Each department head will be responsible for reviewing employee requests for Sick Leave.

Section 11.4                      Use of Sick Leave

Sick leave may be taken after ninety (90) days of employment for the following reasons:

- A. Any illness an employee may contract; any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty.
- B. Medical or dental examinations and/or treatment;



and for such time that it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

**ANNUAL LEAVE**

Section 12.1                      Annual Leave Accumulation

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

Years Service	Annual Accumulation	Days Per Pay	Maximum Hours Accumulation*
1 - 5	13 days	.500	208
6 - 10	16 days	.615	256
11 - 15	19 days	.731	304
16	20 days	.769	320
17	21 days	.808	336
18	22 days	.846	352
19	23 days	.885	368
20	24 days	.923	384

\*The maximum accumulation is based on two (2) years' worth of Annual Leave earnings.

All accumulated vacation time shall be paid based on the maximum set. The balance will be allowed to accrue and be used beyond the maximum for accrual purposes only.

For employees hired on or after October 26, 2010, annual leave shall be earned and accumulated per pay period according to the following chart:

Years Service	Annual Accumulation	Days Per Pay	Maximum Hours Accumulation*
1 - 5	13 days**	.500	156
6 - 10	16 days	.615	192
11 - 15	19 days	.731	228
16	20 days	.769	240
17	21 days	.808	252
18	22 days	.846	264
19	23 days	.885	276
20	24 days	.923	288







Presidents' Day  
Memorial Day  
Independence Day  
Juneteenth  
Labor Day

Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

Section 14.2

Designated Holidays

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

For the purpose of calculating holiday pay, holidays will be observed on the designated holiday for all employees except those employees in work units or activities which operate on a twenty-four (24) hour per day, seven (7) day per week basis. For those employees, holidays will be observed on the actual observed holiday date.

Section 14.3

Holiday Pay

Holiday pay is defined as eight (8) hours at the employee's regular hourly rate. To be eligible for holiday pay, the employee must work his/her last scheduled day before and his/her first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as he/she has accumulated sick leave or vacation time. Full-time, part-time and hourly 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 15.1

Personal Day

Effective the first full pay period following October 1<sup>st</sup> of each contract year, each full-time and part-time eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year provided they have completed three (3) months of continuous service. The personal leave days are not GEU accruable and must be taken before the start of the next full pay period following October 1<sup>st</sup> of the next year. Such days may be taken at any time, in one-hour increments, provided the employee has completed a three (3) month probationary period. The employee is required to request the personal time as soon as they are able and must obtain approval from Supervisor. The Supervisor has the right to deny the personal time if it will negatively impact operations of the department.

For transit system employees, personal leave shall be granted in workday periods of not less than four (4) hours. For Bus Operators who

have split shift assignments, personal leave shall be granted for the actual time of the split shift scheduled to be worked.

**LEAVES OF ABSENCE WITHOUT PAY**

Section 16.1

Leave of Absence Definition

For the purpose of this Agreement, a Leave of Absence Without Pay shall be defined as all time for which a County employee is to be continued as an employee but not paid whether it be one (1) day or the maximum time allowable under the reason for the Leave.

When an employee is granted a Leave of Absence Without Pay, the Department Head commits to allowing the employee to return to work at the end of the leave to the same department, same classification, and same salary as when the employee went on leave, as specified in 16.3.

During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate. The filling of this position will not be subject to Section 22, Filling of Vacancies. Any person utilized to replace an employee placed on a Leave of Absence under this section, shall not accrue seniority and shall not be represented for any purposes by the bargaining unit.

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

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

Section 16.2

Effect of Leaves Without Pay

During a Leave of Absence Without Pay, the employee:

- A. Does not receive pay from the County.
- B. Does not earn Annual Leave.
- C. Does not earn Sick Leave.
- D. Does not get paid for Legal Holidays occurring during the Leave.
- E. Has no time deducted from his/her Annual Leave or Sick Leave to cover the time off on the Leave of Absence Without Pay.
- F. Remains a member of the Michigan Municipal Employees Retirement System but cannot withdraw retirement contributions while on Leave of Absence, only on separation; and cannot pay retirement contributions.

- G. The employee does not earn any additional credit for seniority but retains the length of seniority credited at beginning of the leave, except when an employee is on compensable injury, Section 16.3, B below.
- H. The employee does not earn credit towards longevity or credit towards the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.
- I. Must pay any employee insurance premiums falling due during any month in which the employee is in unpaid status or when the employee has insufficient pay to cover the employee premiums. If the employee premium is not able to be deducted from the employee's wages, prior arrangements for re-payment must be made by the employee with Human Resources to ensure continuation of insurance coverage during the leave.
- J. Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all Leaves up to six (6) months, the County will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active County employment by the end of his/her approved Leave of Absence Without Pay, or, if the approved Leave of Absence Without Pay extends beyond six (6) months, his/her group life insurance coverage is terminated.

Section 16.3                      Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave with pay.
  - 1. To be used when the employee has exhausted his/her accumulation of earned Sick Leave with pay and earned Annual Leave.
  - 2. To be granted only on the written recommendation of the employee's physician.
  - 3. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.
- B. To cover time off because of a compensable injury beyond that covered by Sick Leave with pay and Annual Leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such a Leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar

year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.

- D. To cover disciplinary leaves (suspension without pay).
- E. To cover time off because of personal reasons. Such a leave requires the approval of the employee's Department Head and the Human Resources Director and may not exceed twelve (12) months.
- F. To cover time off if an employee is elected or appointed to a full-time Union position; such leaves shall be granted for up to twelve (12) calendar months.

Section 16.4                    Return From a Leave Without Pay

If an employee fails to return to County employment at the end of a Leave of Absence Without Pay, and no extensions of the Leave are granted, the employee must submit a resignation from the County Service. Failure to contact the Department Head or the Human Resources Department at the end of the Leave shall be grounds for labeling the separation from the County Service a voluntary resignation.

**FAMILY AND MEDICAL LEAVE ACT APPLICATION**

Section 17.1                    Family and Medical Leave Act Application

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Section 12, Vacations (annual leave); Section 11, Sick Leave; and Section 16, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.

## LAY-OFF

### Section 18.1

### Order of Lay-Off

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

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

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

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

### Section 18.2

### Part-Time Employees

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

### Section 18.3

### Union Notification

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

### Section 18.4

### Bumping Procedure

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

- A. Employees faced with layoff who have greater seniority than the least senior employee within the same classification and department must first bump the least senior employee in the same classification and department within the bargaining unit.
- B. If bumping is not possible as in A above, employees faced with

layoff who have greater seniority may bump the least senior employee within the same classification within the bargaining unit.

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

#### Section 18.5

#### Pay Effect

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

#### Section 18.6

#### Forfeit of Recall Rights

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

## RECALL

### Section 19.1                      Order of Recall

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

### Section 19.2                      Notification of Recall

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

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

## GRIEVANCE AND ARBITRATION PROCEDURE

### Section 20.1                      Grievance Procedure

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

purpose of adjusting as promptly as possible the matter at hand. When the Union is the grievant, the Chief Steward shall sign as the aggrieved.

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

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

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

Procedure:

#### Step 1

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

#### Step 2

A grievance not settled at Step 1 may be submitted to the Human Resources Director within five (5) days of the date of the receipt of the written reply from Step 1. The Human Resources Director shall offer available dates to discuss the grievance to the Union Business Agent within five



Disciplinary action or measures shall include the following:

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

Employees having successfully completed their initial probationary period shall be discharged or given disciplinary suspension only for just cause. Any employee shall have the right to challenge the propriety of written reprimands, suspensions or discharges through the regular grievance procedure. In the event of disciplinary suspension or discharge, the Department Head shall notify the employee's steward or other Union representative before the employee is required to leave the premises. This discussion shall take place in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion within the building. The Union Representative will be called promptly, and in any event, will be notified within one (1) working day following the action, if such notification cannot be made immediately. If the Employer has reason to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before fellow employees or the public.

Classification of misconduct:

Group 1 - Minor offenses

Group 2 - Intermediate offenses

Group 3 - Major offenses

Disciplinary action shall be imposed with respect to each of the groups of offenses as hereinafter set forth. While the groups of offenses listed below are generally broad, the parties recognize that these lists of possible offenses do not include all possible matters that may be proper cause for disciplinary action.

Group 1 Offenses:

- A. Habitual tardiness at the commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason.)
- B. Absenteeism without sufficient reason or proper notification.
- C. Absence without approved leave.

- D. Abuse of coffee break time.
- E. Disregard of safety rules or common safety practices.
- F. Use of profanity or obscene language in the presence of the public or fellow employees who are intimidated or offended by said language.
- G. Inefficient work/faulty work and/or covering up faulty work.
- H. Any offense in Group 2 or 3.

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

Group 2 Offenses:

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

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

Group 3 Offenses:

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

The disciplinary action in this group shall be immediate discharge.

Section 21.3 Establishment of New Rules and Regulations

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

Section 21.4 Notice of Disciplinary Action

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

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

### **FILLING OF VACANCIES**

#### Section 22.1

#### Vacancy Announcement

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

#### Section 22.2

#### Filling of a Vacancy

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

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

C. In the event of a tie amongst seniority dates:

1. Hourly employees - the hourly employee with the greatest number of hours worked in the prior twelve (12) month period from the date of the applicable action, will be considered the most senior. In the event of a tie amongst the hours, the order of seniority will be determined in alpha order, by last name.
2. Full-time employees - In the event of a tie amongst seniority dates, the order of seniority will be determined in the order of shift bid date. If a shift bid date has not been established, the order of seniority will be determined in alpha order, by last name.

D. If no bargaining unit employee who applies for the vacancy is determined eligible to fill the announced vacancy, the County may fill such vacancy from outside the bargaining unit. No employee hired from outside the bargaining unit will be hired at a rate of pay higher than the least senior employee in the same classification within the hiring department. The Employer will have a conversation with the union steward or Business Representative regarding relevant experience and/or education. Management reserves the right to make final determination on granting higher steps.

E. 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.

F. In the event an employee transfers, promotes or status changes from an hourly to a benefit eligible position, the employee will be entitled to accumulated annual, sick, and personal leave upon completion of six (6) months of continuous service as a County employee. Employment as an hourly employee will count towards the six (6) month period.

### Section 22.3

### Trial Period

Any employee filling a vacancy will be given sixty (60) calendar days to demonstrate his/her ability. The department will assist employees who fill the vacancy during their trial period. An extension of this trial period may be given upon mutual agreement between the Union and the Employer.

1. If unable to qualify, the employee shall be returned to his/her former classification and rate of pay.
2. Employees successfully completing this sixty (60) calendar day trial period shall be precluded from further vacancy announcements for a period of six (6) months. This Section shall not apply to Section 18.4, H.

Section 22.4      Definition and Pay Effect in Filling Vacancies

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

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

Section 22.5      Filling of Vacancies Limitation

The provisions of this Filling of Vacancies section do not apply to the classifications of Facilities Maintenance Technician I, Environmental Health Sanitarian, GIS Technician, Housekeeper, Lead Custodian, Microfilm Records Supervisor, and Print Operator/Delivery Person.

**TEMPORARY WORK ASSIGNMENTS**

Section 23.1      Assignment of Duties

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



permanent employee.

Section 24.3

Longevity Pay

A. Effective October 1, 2023, with no retroactive payment, compensation for continuous service with the County shall be provided on the basis of the following schedule:

<u>Years of Continuous Service as of December 1 Of Each Year</u>	<u>Amount of Payment</u>
5 years	\$600
For each completed year after 5 years	\$100 additional to an unlimited maximum

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

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

Section 24.4

Tool Allowance

Each full-time, permanent employee classified as a Facilities Maintenance Technician is expected to provide their own basic tool kit as prescribed by department policy for performance of prescribed duties. A replacement allowance reimbursement account of up to two hundred dollars (\$200.00) is established for each employee in a class required to maintain a basic tool kit. Employees eligible for this reimbursement allowance shall submit proof of purchase of required tools replaced or added to the kit to the Facilities Manager. The necessity for replacement of a required tool shall be at the discretion of the Facilities Manager.

Section 24.5

Rates for New Position/Classification

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

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

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

### MILEAGE

#### Section 25.1                      Mileage Compensation

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

### INSURANCE

#### Section 26.1                      General Medical Plan Provisions

- A. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal. Although a general description of the current plan is provided below, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to any plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.
  
- B. The medical plan in effect as of the effective date of this Agreement and described in Section 26.2 below shall remain in effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in (A) above.

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 26.2

Medical Coverage

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

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

Effective January 1, 2024 and following an open enrollment period, benefit eligible bargaining unit members will have the option to enroll in one of the two offered Health Savings Account (HSA) plans.

If an employee proves that he/she is ineligible to participate in the HSA plan, the employee may enroll in the Court's funding unit's High Deductible, HD, plan for an employee contribution of zero dollars (\$0) per pay period.

**Plan #1**

Deductible- \$2,500 (single)/\$5,000 (2-person/more)  
Co-insurance- 10%  
Out-of-pocket maximum- \$4,000 (single)/\$8,000 (2-person/more)  
Employee premium - \$0.00

County HSA contribution as follows:

January 2024 (80% of deductible)- Single- \$2,000, 2-person/more- \$4,000  
January 2025 (50% of deductible)- Single- \$1,250, 2-person/more- \$2,500  
January 2026 (50% of deductible)- Single- \$1,250, 2-person/more- \$2,500

**Plan #2** (Deductible levels set at the minimum deductibles, per Internal Revenue Service)

Deductible- \$1,600 (single)/\$3,200 (2-person/more)  
Co-insurance- 0%  
Out-of-pocket maximum- \$2,250 (single)/\$4,500 (2-person/more)  
Monthly employee premium - 18% of plan premium cost (2024 equates to Single- \$126.90/month, 2-Person- \$304.57/month, Family- \$380.71/month)



Section 26.6

Retiree's Coverage

The Employer shall provide medical and dental coverage through insurance or a self-funded plan to individuals hired prior to November 1, 2014 and who are vested under the MERS plan by meeting age and service requirements, 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. The insurance will become effective at the time the individual begins collecting his/her pension check from MERS. In addition, active retiree's dependents will be allowed to participate in the County's group health insurance programs, but the cost for coverage for any retiree's dependents shall be paid by the retiree.

The eligible retiree will have a Healthcare Savings Account (HSA) plan, with no further employer contribution into the account, or the High Deductible (HD) plan. The parties agree that the medical coverage for eligible retirees is valid on a primary basis until the retiree is eligible for Medicare and on a supplemental basis, via a Medicare Advantage plan, thereafter; for the lifetime of 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 and before October 26, 2010.

<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.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or



The only benefit hourly employees shall be eligible to receive and

accumulate is seniority based on the number of hours worked. Hourly employees shall also be entitled to pay at the rate of one and one-half times their hourly rate for all hours worked on a recognized holiday.

Section 27.2                      Benefit Program Compensation

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

**DRUG POLICY**

Section 28.1

- A. The Employer may require an employee to submit to a random alcohol and/or drug test for alcohol, federally illegal drugs, controlled substances or hallucinogens. In addition, the Employer may require an employee to submit to an alcohol and/or drug test if there is reasonable cause to believe that the employee's performance is impaired by alcohol, federally 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 federally 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 test is grounds for immediate discipline, up to and including immediate discharge.
- C. An employee is urged to consult with his/her supervisor if he/she is using prescription or over-the-counter medication which the employee believes may affect his/her performance.
- D. An employee determined, as a result of properly implemented medical tests, to be impaired by alcohol or to test positive for federally illegal drug(s) while at work, on first occurrence, be allowed a choice between immediate termination of employment or agreement to enter a rehabilitation or counseling program, providing such employee enters into a "Last Chance Agreement." A blood/alcohol level meeting or exceeding .05% or 10mg/DL shall constitute alcohol impairment for purposes of this policy. Once the Last Chance Agreement (LCA) has been completed, it no longer works against the employee, but remains in the employee's file.

**MISCELLANEOUS**

Section 29.1                      Non-Discrimination



Michigan Occupational Safety and Health Act.

Section 29.6

Worker's Compensation

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

The employee will receive worker's compensation benefits as allowed by law, and at the option of the employee may charge accumulated, unused sick leave and/or vacation balances to the extent that it 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 29.7

Retirement

The County agrees to provide to permanent employees hired prior to November 1, 2014 the Municipal Employee's Retirement System defined benefit plan.

Employees hired prior to October 26, 2010 will receive the Benefit Program B-4 with the F55 (25) rider and an employee contribution amount of 3.84% between the employee's hire date and September 30, 2018. Effective October 1, 2018, Benefit Program B-3 with the F55 (25) rider and an employee contribution amount of 3.84% will be provided. The frozen FAC methodology will be utilized. (See also Section 8.9A). The employee contribution will be deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

Employees hired on or after October 26, 2010 and prior to November 1, 2014 will receive the Benefit Program B-4 with the F55(25) rider and an employee contribution amount of 6.00% between the employee's hire date and September 30, 2018. Effective October 1, 2018, Benefit Program B-3 with the F55(25) rider and an employee contribution amount of 6.00% will be provided. The frozen FAC methodology will be utilized. (See also Section 8.9A). The employee contribution will be deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

Employees hired on or after November 1, 2014, will receive the MERS defined contribution plan with an employee contribution of 4% and employer contribution of 3% of gross wages.

Section 29.8

Meetings and Seminars



Section 29.14

Validity

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

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

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

Section 29.15

Waiver

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

**ELECTION OF REMEDIES**

Section 30.1

Election of Remedies

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



IN WITNESS WHEREOF, the parties have executed this Agreement:

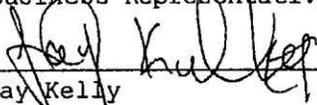
COUNTY OF MUSKEGON

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

\_\_\_\_\_  
Kristen N. Wade  
Human Resources Director

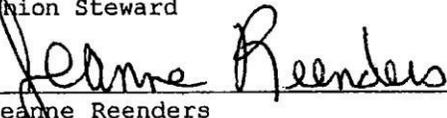
  
\_\_\_\_\_  
Marta Bingaman  
Business Representative

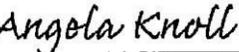
\_\_\_\_\_  
Charles Nash  
Commissioner

  
\_\_\_\_\_  
Jay Kelly  
Union Steward

\_\_\_\_\_  
Karen Buie  
County Clerk

  
\_\_\_\_\_  
Keith Townsend  
Union Steward

  
\_\_\_\_\_  
Jeanne Reenders  
Union Steward

  
\_\_\_\_\_  
Angela Knoll  
Union Steward

Date: \_\_\_\_\_

Date: 11/1/23

**SCHEDULE A**

14 <sup>th</sup> Circ/Prob Court Jury Clerk	Public Works Coordinator
Accounting Technician	Regional Water System Acct Specialist
Accounts Payable Specialist	Senior County Clerk Specialist
Appraisal Technician	Sheriff Account Clerk II
Appraiser	Sheriff Intake Clerk
Appraiser, Senior	Sheriff Support Coordinator
Assessment Admin. Clerk	Transit Attendant - hourly
Bus Operator	Transit Maintenance Mechanic
Bus Operator - hourly	
Certified General Appraiser	
Communications Dispatcher II	
County Clerk Specialist	
CPL Specialist	
Customer Care Representative	
Customer Care Rep - hourly	
Deeds Record Supervisor	
Deeds Record Technician	
Departmental Clerk	
Departmental Clerk II	
Environmental Health Sanitarian - Unit Lead	
Environmental Health Sanitarian	
Facilities Coordinator II	
Facilities Maint. Technician I	
Facilities Maint. Technician II	
Facilities Maint. Technician II/Electrician	
GIS Technician	
Grounds Maintenance Lead	
Health Services Specialist	
Housekeeper	
Land Bank Specialist	
Lead Custodian	
Lead Facilities Maint. Technician	
Lead Legal Secretary	
Lead Secretary	
Lead Secretary II	
Microfilm Records Technician	
Paratransit Operator	
Paratransit Operator - hourly	
Payroll Specialist	
Print Operator/Delivery Person	
Property Tax Technician	
Prosecutor Legal Specialist	
Prosecutor Legal Specialist II	
Public Health Technician	
Public Health Technician - hourly	

**SCHEDULE B**

Positions excluded from the Bargaining Unit:

<u>Positions</u>	<u>Classification</u>	<u>Department</u>
2	Departmental Clerk	Human Resources

Appendix A					
Position Table					
Position Class	Position Description	Grade	Position Class	Position Description	Grade
GF278	14 <sup>th</sup> Circ/Prob Court Jury Clerk	15	GF340	Departmental Clerk	2
GF030	Accounting Technician	2	GF341	Departmental Clerk II	4
GF050	Accounts Payable Specialist	11	GF344	Environmental Health Sanitarian - Unit Lead	16
GF092	Appraisal Technician FT	5	GF343	Environmental Health Sanitarian	15
GF090	Appraiser, Senior Full Time	16	GF358	Facilities Coordinator II	7
GF080	Appraiser, Full time	12	GF122	Facilities Maint. Technician I	6
GF093	Assessment Administration Clerk	2	GF124	Facilities Maint. Technician II	15
GF094	Assessment Administration Specialist	5	GF127	Facilities Maint. Technician II/ Electrician	15
GF130/ GH130	Bus Operator Full Time and Hourly	6	GF386	GIS Technician	12
GF170	Certified General Appraiser	20	GF392	Grounds Maintenance Lead	3
GF221	Communications Dispatcher II	3	GF400	Health Services Specialist	5
GF274	County Clerk Specialist	7	GF470	Land Bank Specialist	9
GF276	CPL Specialist	12	GF480	Lead Custodian	4
GF280	Customer Care Representative FT/Hourly	2	GF129	Lead Facilities Maint. Technician	20
GF312	Deeds Record Supervisor	6	GF494	Lead Legal Secretary	13
GF311	Deeds Record Technician	3	GF490	Legal Secretary	3

Position Table					
Position Class	Position Description	Grade	Position Class	Position Description	Grade
GF491	Legal Secretary II	5	GF660	Public Works Coordinator	11
GF561	Microfilm Records Technician	2	GF665	Regional Water System Acct. Specialist	11
GF575/ GH575	Paratransit Operator - FT/Hourly	4	GF281	Senior County Clerk Specialist	15
GF582	Print Operator/Delivery Person	1	GF730	Sheriff Account Clerk II	3
GF624	Property Tax Technician	3	GF732	Sheriff Intake Clerk	5
GF492	Prosecutor Legal Specialist	6	GF736	Sheriff Support Coordinator	11
GF493	Prosecutor Legal Specialist II	8	GH857	Transit Attendant - hourly	2
GF650/ GH650	Public Health Technician - FT/Hourly	2	GF860	Transit Maint. Mechanic	16

Appendix A

Wages

MGT's salary study recommendations will be implemented over 1-year effective the first full pay period following October 1, 2023 (See Appendix A).

Employees receiving less than a 2.5% wage increase will be moved to the next step in the wage scale.

Effective the first full pay period following October 1, 2024- 3%

Effective the first full pay period following October 1, 2025- 3%

Group	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2023	1	16.05	16.66	17.27	17.87	18.48	19.09	19.70	20.30
2023	2	16.20	16.88	17.56	18.24	18.92	19.60	20.28	20.96
2023	3	16.73	17.43	18.13	18.83	19.54	20.24	20.94	21.64
2023	4	17.27	17.99	18.72	19.45	20.17	20.90	21.62	22.35
2023	5	17.83	18.58	19.33	20.08	20.83	21.58	22.32	23.07
2023	6	18.41	19.18	19.96	20.73	21.50	22.28	23.05	23.82
2023	7	19.01	19.81	20.61	21.40	22.20	23.00	23.80	24.60
2023	8	19.63	20.45	21.27	22.10	22.92	23.75	24.57	25.40
2023	9	20.26	21.11	21.97	22.82	23.67	24.52	25.37	26.22
2023	11	21.60	22.51	23.42	24.32	25.23	26.14	27.05	27.96
2023	12	22.30	23.24	24.18	25.12	26.05	26.99	27.93	28.86
2023	13	23.03	24.00	24.96	25.93	26.90	27.87	28.83	29.80
2023	15	24.55	25.58	26.61	27.64	28.68	29.71	30.74	31.77
2023	16	25.35	26.41	27.48	28.54	29.61	30.67	31.74	32.80
2023	20	28.81	30.02	31.23	32.44	33.65	34.86	36.07	37.28