

AGREEMENT

This Agreement effective and entered into on this ____ day of January, 2014, between the City of Muskegon (hereinafter referred to as "EMPLOYER"), and the Service Employees International Union, Local 517M (hereinafter referred to as "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

Customer Service Representative, Housing Maintenance Counselor, Housing Rehabilitation Counselor, Rehabilitation Loan Specialist, Permit Technician, Community and Neighborhood Specialist, Section 8 Coordinator, and Tenant Affairs Specialist but excluding Supervisors, Executives and confidential employees, the City Manager's Secretary, all Administrative Secretaries including the Administrative Secretary to Personnel/Purchasing and Planning, Finance Clerks, Administrative Services Supervisor – Department of Public Works, and Administrative Aide/Office Manager in the Police Department, and effective January 1, 1995, the Deputy City Treasurer and effective September 11, 1996, the Deputy City Clerk.

ARTICLE 2. RECOGNITION OF MANAGEMENT

Except as specifically restricted by this Agreement, and unless limited by law, the City retains all rights, functions and prerogatives, including, but not limited to:

(a) The right and responsibility to direct the operations of the City, including, but not limited to: the selection of the kinds and sources of materials, supplies, machinery and equipment; the determination of the kind, size, number and location of its offices; the determination of the services to be performed by it; the determination of the services to be purchased from others; the determination of the work schedules; the determination of the persons, firms or corporations with whom it will do business; the method of doing business; the determination of the size of the working force to satisfy City requirements; hiring of new employees or determination of whom it will retain at the end of the probationary period; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, quality standards or facilities; to terminate employment, suspend, discipline or discharge any employee for just cause; the right to establish, change or introduce standards of safety and safe operating practices; the right to establish and alter all conditions and qualifications of employment (as related to the hiring of new employees).

(b) Any complaint or dispute concerning the exercise of any such management functions in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

ARTICLE 3. UNION SECURITY

(a) Upon receipt of a written authorization from an employee, and to the extent permitted by law, the employer will deduct from the employees' wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending a written notice to the Union by registered mail during the period of ten (10) days immediately prior to the annual anniversary date of the contract (Dec. 16th through Dec. 31st).

(b) The employer agrees to provide this service without charge to the union.

ARTICLE 4. REMITTANCE OF DUES AND FEES

(a) When Deductions Begin.

Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and the total dues for

the year divided by twenty-six (26) pay periods will be deducted from each pay period of the month in each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Service Employees International Union, Local 517M, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the end of the month for which they were deducted.

(c) The employer shall additionally indicate the amount deducted and notify the financial officer of the Union of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(d) The Employer shall not be liable to the Union or its Local for the remittance or payment of any account other than that constituting actual deductions made by the Employer at the request of the Union from employees' wages earned. The Union assumes full responsibility for the disposition of the funds once remitted to the Union. The Union shall defend and hold harmless and indemnify the Employer against any expense incurred or liabilities required to be paid arising out of any action resulting from a deduction found to be improper.

ARTICLE 5. UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairmen.

The employees covered by this Agreement will be represented by two stewards. The union shall have the exclusive right to assign said stewards.

1. The employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.
2. The steward involved during his/her working hours, without loss of time or pay, may present grievances to the Employer during working hours.
3. The Unit Chairperson shall be allowed the necessary time off during working hours, without loss of time or pay, to present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

1.1. Employees covered by this Agreement will be represented in negotiations by three negotiating committee members who will be paid by the Employer.

2. Members of the bargaining committee shall not lose time or pay for hours spent in negotiations which occur during normal working hours.

ARTICLE 6. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chairman of the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made 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. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by representatives of the Union and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 7. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented to the Employer within ten (10) working days of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

"Working days" for purposes of this article shall be Monday through Friday, excluding Saturday, Sunday and holidays.

STEP 1. Any employee having a grievance shall present it to the Employer as follows:

(a) If an employee feels he/she has a grievance, he/she shall discuss the grievance with the steward.

(b) The steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, it will be submitted, within ten (10) working days of its occurrence, in written form by the steward to the grievant's Department Head. Upon receipt of the grievance the Department Head shall sign and date the steward's copy of the grievance.

(d) The Department Head shall give his/her answer to the steward and the Employee within ten (10) working days of receipt of the grievance.

(e) Prior to submission of the grievance at the City Manager's level, the grievant shall elect whether he/she desires to proceed under the Civil Service Rules and Regulations or to arbitration, under the terms and conditions of the grievance procedure.

STEP 2. If the grievance remains unsettled, it shall be presented by the Chairman of the Union, in writing, to the City Manager or his designate within ten (10) working days after the response of Step 1 is due. The City Manager or his designate shall sign and date the chapter chairperson's copy. As soon as possible thereafter, if requested by either party, but in any event no later than ten (10) working days, the City Manager or his designate shall schedule a meeting with the Union to discuss and attempt to resolve the grievance. The City Manager or his designate shall respond in writing to the Chairman of the Union within ten (10) working days of the meeting.

STEP 3.

(a) If the answer at STEP 2 is not satisfactory, and the Union wishes to carry it further, the Chairman of the Union shall refer the matter to the Service Employees International Union, Local 517M.

(b) In the event the Employees of the Service Employees International Union, Local 517M wishes to carry the matter further, it shall, within ten (10) working days from receipt of the Employer's answer at Step 2, serve notice of intent to arbitrate on the City Manager or his/her designated representative. The parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, the Union shall request a panel from the Federal Mediation and Conciliation Service in accordance with its rules and procedures.

(c) The arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union except as follows:

1. If the Union requests arbitration and then cancels or withdraws the grievance, the Union shall pay the full costs and expenses of the arbitrator;
2. If the Union requests arbitration and the City grants the grievance, the City shall pay the full costs and expenses of the arbitrator; and
3. If the Union requests arbitration and the grievance is resolved or the matter is arbitrated, the costs and expenses shall be shared equally between the Employer and the Union.

(e) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(f) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 8. COMPUTATION OF BACK WAGES

No claim involving a claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 9. DISCHARGE AND SUSPENSION

- (a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward if he/she so requests, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer.

- (c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee consider the discharge or suspension to be improper, he/she may file a grievance at the City Manager's step in the grievance procedure within ten (10) working days of the notice of suspension or discharge.

- (d) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 10. SENIORITY - PROBATIONARY EMPLOYEES

(a) Seniority shall be defined as an employee's continuous service with the City of Muskegon.

(b) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

(c) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined probationary employees for other than union activity.

ARTICLE 11. SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Service Employees International Union, Local 517M with up-to-date copies at least once each calendar year unless amended or revised.

(d) The Union's copy of the seniority list, as set forth above, shall be forwarded to the Service Employees International Union, Local 517M, or at such address as notified in writing.

ARTICLE 12. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

(a) He/she quits.

(b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement or through Civil Service Procedures.

(c) He/she is absent for three (3) consecutive working days without notifying the Employer. The Employer will notify the employee in accordance with the Civil Service procedures at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. The employee will have such rights available to him/her as are provided him/her by said Civil Services Rules and Regulations.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He/she is laid off for three (3) years or for a period not to exceed his/her seniority within his/her classification whichever is less.

ARTICLE 13. SENIORITY OF OFFICERS AND STEWARDS

The Chairman of the Union, and the two (2) stewards, in that order, shall head the seniority list of the unit during their term of office.

ARTICLE 14. CONTRACTING OUT WORK

The City has the right to subcontract work customarily done by the bargaining unit only if the cost to subcontract is less than the cost to perform the work internally. The City shall only contract out the work of an employee within the unit when the work of a specific City function is being contracted out. No subcontract shall be entered into without the City having given thirty (30) days written notice to the Union in advance of said subcontract and without first having negotiated with the Union as to the effects of said subcontract upon members of the bargaining unit.

ARTICLE 15. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the work force.

(b) When a layoff takes place, probationary employees within the classification shall be laid off first. Thereafter, employees having seniority within the classification shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

(c) Employees to be laid off will receive notice of the layoff in accordance with Civil Service Rules and Regulations.

(d) Bumping will take place only within the bargaining unit.

(e) An employee who chooses to utilize their bumping rights will bump the lowest senior employee within their classification. If such laid off employee is currently the lowest senior employee within the classification then he/she may choose to bump the lowest senior employee in a different classification for which they are qualified.

ARTICLE 16. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit.

ARTICLE 17. TRANSFERS

(a) Transfer of Employees. If an employee transfers to a position under the Employer, the employee shall have thirty (30) calendar days within which the employee may transfer back. This provision does not apply to employees promoted to another position and failing the promotion or choosing to return to the former position.

(b) Retention of Seniority. If an employee transfers to a position not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 18. JOB POSTING AND EXAMINATION PROCEDURE

(a) In accordance with Civil Service Rules and Regulations, all open competitive and competitive promotional examinations shall be posted at least five (5) days in each department that employs bargaining unit members, but the posting must continue into the first work day of the week after it was first posted. Employees interested shall apply in writing to the Civil Service Department within the five (5) day posting period. All open competitive and competitive promotional examinations shall be conducted in accordance with Civil Service Rules and procedures.

(b) In accordance with Civil Service Rules and Regulations all examinations for classifications included within this agreement which are above the entry level rate for a clerk-typist shall be considered as competitive promotional examinations. Competitive promotional examinations shall be based upon records of efficiency, character, merit, conduct

and seniority and shall be open only to employees within the municipal service who meet the minimum qualifications for the position.

(c) The City will not be required to post a position for promotion in any classification more than once in a six month period. Any employee that would become eligible to apply for the position during that period would be allowed to test for such. If they are successful in the testing, they will be placed on the eligibility list. However, that person cannot promote until such time as they would otherwise meet the time requirements for eligibility.

(d) Employees who apply and who meet the minimum qualifications (as established pursuant to paragraph (b) above) will be placed on an eligible list limited to applicants from within the bargaining unit. No employee's name will be removed from the eligible list unless that employee requests that his/her name be removed. Employees within this bargaining unit shall have preference over all other applicants for an open position. However, if no bargaining unit members apply, the Employer will be authorized to appoint persons from the outside.

(e) Eligible lists will be effective for a period of one (1) year unless during a shorter period of time all bargaining unit members who are on a list have their name(s) removed because of accepting a promotion or by request. In the event all bargaining unit names have been removed as provided above, a vacant position will be posted for promotional examination and a new eligible list established.

(f) Upon making a request to Civil Service, the chapter chairperson will have copies of notices of posting, and names of employees granted positions, made available to him/her.

(g) Employees awarded a position pursuant to the above procedures will be granted a trial period in the new position in accordance with Civil Service Rules and Regulations. If the employee is unsatisfactory in the new permanent position, notice and reasons shall be submitted to the employee and his/her steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(h) Any employee filling a vacancy of a promotional nature with the City, for which he/she has not been previously classified, shall be given up to six (6) calendar months to prove his/her ability. If the department head fails the employee during this probationary time period, then the employee may return to the former position at the rate of pay for that position.

ARTICLE 19. JURY DUTY

An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned on that date and the daily jury duty fee paid by the Courts, not including travel allowances or reimbursements or expenses for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer. The employee shall notify the Department Head as soon as possible of the dates of absence required by jury service. Jury duty includes witness service by subpoena. In most situations, an employee will continue to receive his/her regular paycheck from the Employer and will turn over checks for daily jury duty fees to the Employer.

ARTICLE 20. MILITARY LEAVES

(a) The right to re-employment and the continuing seniority rights are guaranteed for any employee, now or hereinafter, upon the seniority list and who, now or hereafter, is a member of the Armed Forces of the United States, State of Michigan.

(b) A leave of absence shall be granted to employees in the classified service for service in defense of the Country or who are members of the National Guard or militia or of the Reserve Corps or forces in the Federal Military, Naval, Marine or Coast Guard Service as authorized and provided for by the Veterans Preference Act of the State of Michigan, and privileges authorized by said Veterans Preference Act with respect to status and re-employment.

(c) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, without loss of pay for such time as they are engaged in active-duty defense training. Such leaves not to exceed two (2) calendar weeks (ten (10) working days) per year. The parties agree that this provision allows an employee to receive the difference between his/her military pay and his/her regular salary while on the two (2) week training leave.

ARTICLE 21. UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence shall be approved or rejected in accordance with applicable ordinances, Civil Service Rules and Regulations and applicable statutes.

ARTICLE 22. RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations, but not subject to arbitration.

During the life of this contract, the Employer may choose to revise the classification and rate structure prior to its becoming effective. Any change will not result in a loss of pay for an employee. In the event the Union does not agree that the classification and/or a rate change are proper, it shall be subject to negotiations, but not subject to arbitration.

ARTICLE 23. TEMPORARY ASSIGNMENTS

Temporary Assignments may be made within a Department by the Employer, and employees will receive the higher rate of pay after forty (40) hours in the higher classification. Temporary assignments shall not normally exceed a one (1) year period of time. Temporary assignments made through the Civil Service System will result in payment at the higher rate of pay effective upon appointment.

ARTICLE 24. WORKING HOURS

(a) The normal workday shall consist of seven and one-half (7-1/2) hours per day. The normal workweek shall consist of thirty-seven and one-half (37-1/2) hours per week, Monday through Friday. Work hours for employees at the Police Department Complaint Desk will be between 6:00 a.m. and 7:00 p.m. Work hours for all other employees will be between 7:30 a.m. and 6:00 p.m.

Notwithstanding anything else in this section, the use of non-mandatory flextime shall be permitted so long as both the employee and the department head agree to the use of the flextime. Flextime hours which are banked must be used or paid for in the next pay period.

(b) Employees shall be allowed sixty (60) minutes unpaid off for lunch.

(c) Employees may take a fifteen (15) minute coffee break in the A.M., and also a fifteen (15) minute coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply.

(d) If the normal hours are changed, the employees will be provided one (1) week notice, if possible.

ARTICLE 25. OVERTIME

(a) Time and one-half will be paid as follows:

1. For hours in excess of forty (40) in one week.

2. For all hours worked on holidays that are defined by this Agreement in addition to holiday pay.
3. Non-mandated hours on Saturday or Sunday.

If the City mandates that the work be performed on a Sunday or holiday, double time will be paid. If overtime is mandated but the employee elects to do the work on a Sunday or holiday, time and one-half will be paid.

(b) Overtime shall be equalized as much as possible among all employees within a classification within a department.

(c) Employees shall receive the overtime benefits provided for in this Agreement provided they work their full straight time scheduled workweek as established in this Agreement. Paid holidays, sick leave, vacation leave, bereavement leave and other authorized time off, other than disciplinary time off, will be considered as time worked for the purpose of computing overtime and fringe benefits.

(d) For all hours accumulated between thirty-seven and one-half (37-1/2) hours and forty (40) hours per week, credit for actual time worked will be in the form of compensatory time off at a straight time rate of one (1) hour for each hour worked. Unless extenuating circumstances prevail, compensatory time off should be taken during the pay period in which it was earned.

ARTICLE 26. SICK LEAVE

(a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred thirty (130) days.

(b) Any employee who has accumulated one hundred thirty (130) days of unused sick leave will be compensated on an annual basis for fifty percent (50%) of the accumulated, but unused, sick time in excess of one hundred thirty (130) days. This compensation will be paid no later than January 31 of the year following the accumulation. In lieu of being paid fifty percent (50%) accumulated but unused sick time, an employee may elect to contribute, on an annual basis, one hundred percent (100%) of the accumulated, but unused, sick time in excess of one hundred thirty (130) days into either the City's Deferred Compensation Program or a Michigan Education Savings Program.

(c) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

(d) Sick leave accruals shall be retained by an employee in each of the following cases: an employee who is absent on authorized leave of absence; an employee who transfers from one classification or department to another; a classified employee who is called from a layoff.

(e) Upon termination of employment under honorable conditions, the employee will be compensated at the rate of one-half of the value of the accumulated unused sick leave, provided the employee has worked a minimum of twelve (12) consecutive months.

(f) Sick leave will be accumulated and accounted for on a bi-weekly basis based on a maximum of 96 hours per year.

(g) The City will allow use of up to twelve (12) days per year for sick leave for injury or illness in an employee's immediate family which requires presence away from work. Immediate family will include spouse, children, grandchildren, parents, grandparents and parents-in-law.

(h) The minimum increment of sick use shall be one (1) hour.

Employees can change the time the lunch hour is taken to accommodate appointment with supervisor approval.

If employee provides a doctor's slip, sick time can be taken in ¼ hour increments, excluding repeated scheduled appointments at the end of the working day. After the first hour, sick time may be taken in ¼ hour increments.

ARTICLE 27. WORKER'S COMPENSATION

(a) An employee disabled and absent from duty as a result of a service-connected injury incurred in the employment of the City, shall receive his straight-time salary without deduction from accumulated sick leave for the period of said disability and absence, but not to exceed five (5) working days commencing with the date of injury. All Worker's Compensation payments received by the employee for this period shall be turned over to the City. This paragraph is limited to those situations where the City's physician requires the employee to be off work.

(b) Sick leave will be applied to lost time and deducted for service-connecting disability other than that for which the employee receives Worker's Compensation insurance benefits for lost time, only upon receipt of a statement signed by the City Physician to the effect that the injured employee is unable to perform the regular duties or such other temporary task available in the framework of City functions, in which event said employee's earned sick leave shall be used at the rate of one (1) sick leave day for each day of such service-connected disability until such sick leave accumulation has been exhausted.

(c) An employee's absence from duty due to a service-connected disability for which he/her is receiving Worker's Compensation benefits shall not be compensated for or deducted from his/her sick leave unless he/she shall elect to be paid the difference between the Worker's Compensation received by him/her for such service-connected disability and his/her normal wage or salary; in which event, said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected disability until such sick leave accumulation has been exhausted.

(d) Any employee disabled and absent from duty as a result of a service-connected injury incurred in the course of employment with the City of Muskegon, who has exhausted their sick leave option, shall receive economic accruals as of that date, except as specifically stated in the following sub-paragraphs:

1. "Seniority shall continue to accrue (for example, if the employee is injured in the course of his/her employment in his tenth (10th) year of employment and returns to work three (3) years later, his/her seniority shall be as a thirteen-year (13) employee)."
2. "Sick leave shall not be accrued, accumulated, or paid to an employee for any time when the employee has not worked."

(e) In no event shall any employee who has been disabled and absent from duty as a result of a service-connected injury incurred in the course of employment with the City of Muskegon take vacation time off in any one year in excess of that provided for in Article 31, Vacations. Any vacation days accumulated, but not used prior to the injury in excess of the maximum under Article 31 shall be paid to the employee in the year the employee returns to duty.

ARTICLE 28. BEREAVEMENT LEAVE

(a) In the event there is a death in the immediate family of an employee, consisting only of spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, and grandparent-in-law, and the employee attends the funeral service, such shall be granted up to three (3) consecutive work days leave of absence with full pay. If the funeral is on a Saturday or Sunday, the three (3) consecutive work days must commence no sooner than the Wednesday prior to the funeral and extend no later than the Wednesday after the funeral.

In the event there is a death in the step family of an employee, consisting only of step-parent, step-grandparent, step-child, step-brother, step-sister, step-mother-in-law, step-father-in-law, step-son-in-law, step-daughter-in-law, step-brother-in-law, step-sister-in-law, step-grandchild, and step-grandparent-in-law, and the employee attends the funeral service, such shall be granted up to two (2) consecutive work days leave of absence with full pay. If the funeral is on a Saturday or Sunday, the two (2) consecutive work days must commence

no sooner than the Thursday prior to the funeral and extend no later than the Tuesday after the funeral.

An employee shall be granted one (1) day absence with pay in the event of a death in the family of such employee other than herein set forth, which shall be taken on the day of the funeral; provided the employee attends the funeral service.

(b) There shall be no bereavement leave for friends, other than fellow employees. Up to one (1) day special leave will be granted to attend funerals of fellow employees. In the event a substantial number of employees of a particular department would ask for time off to attend the funeral of a fellow employee, the needs of the department will be of primary concern, the Department Head will consider the needs in determining the number of employees to receive time off.

(c) Provided that twenty-four (24) hour notice is submitted, bereavement leave shall be credited to the pay period in which it is taken.

(d) Up to five (5) days of accumulated unused sick leave may be used by an employee each year for bereavement leave in order to attend the funeral service for any of those persons identified herein (in this Article), provided that the employee is required to travel either outside the State of Michigan, or two hundred fifty (250) miles, in order to attend the funeral service, and to provide documentation thereof.

(e) An employee may use (1) one of the five (5) days (sick leave used for bereavement leave), set forth in (d) above, each year to attend the funeral of a friend.

ARTICLE 29. HOLIDAY PROVISIONS

(a) The paid holidays at City Hall are designated as follows:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
	Day before New Year's Day

(b) Employees who work at other than City Hall shall have the holiday schedule consistent with the schedule at the building the employees work. No employee shall receive less than thirteen (13) days off as a combination of holiday/personal leave day. To the extent that an employee receives fewer than eleven (11) holidays, the employee shall receive a corresponding increased number of personal leave days.

(c) Paid holidays which fall on Saturday shall be recognized on the Friday preceding the holiday. Paid holidays which fall on Sunday shall be recognized on Monday following the holiday.

(d) Holidays shall not be accrued, accumulated, or paid to an employee for any time when the employee has not worked.

(e) Permanent part-time employees shall receive holiday pay on a pro-rated basis.

ARTICLE 30. PERSONAL LEAVE DAYS

(a) After the first year of employment, each employee shall be entitled to two (2) personal leave days per year subject to notice of twenty-four (24) hours in advance of the date requested.

(b) After the first six (6) months of employment, each employee shall be entitled to personal leave days on a pro rata basis.

(c) Personal leave days are not accumulative, but if not granted as time-off, they shall be compensated as a day's pay. If not requested, the days shall be forfeited.

(d) Personal Leave may be taken in one (1) hour increments if so requested by the employee.

(e) Each employee shall have the option to convert one (1) sick leave day per year to a personal leave day, which shall be used as permitted by this article.

(f) Personal leave days shall not be accrued or paid to an employee for any time the employee has not worked.

ARTICLE 31. VACATIONS

(a) Eligibility. An employee will earn credits toward vacation with pay in accordance with the following schedule:

1. One (1) day per month of employment, but not to exceed ten (10) days per year during the first five (5) years of continuous service.
2. One and one-quarter (1-1/4) days per month of employment, but not to exceed fifteen (15) days per year, beginning the sixth (6th) year of employment through fourteen (14) years of continuous service.

3. One and two-thirds (1-2/3) days per month of employment, but not to exceed twenty (20) days per year, beginning the fifteenth (15th) year of employment.

(b) Vacation Scheduling.

1. Vacations will be granted at such times during the year as requested by the employee subject to approval of the Department Head or his/her designee. If more than one employee in a Department should request the same time period or periods, then overall seniority within the clerical unit shall prevail.

Senior departmental employee(s) shall have first choice. They may choose units of not less than one (1) full scheduled work day. In selecting a single-day unit of vacation, the employee shall forfeit a right to a preferred choice by seniority unless arrangements are made with the Department Supervisor/Head thirty (30) days prior to the desired date, and provided further that departmental employees with more seniority have not previously selected such date or dates for their vacation to the extent that such scheduling would serve as a hardship on departmental employment needs.

Between December 1 and December 20 of the calendar year in which vacation is earned, management of the department shall prepare a calendar or schedule for vacations, which shall be circulated among employees with each department for their selection of vacation time in the next succeeding year. The Department head will determine the number of employees that can be on vacation during any given time. This schedule shall be completed by the employees within the department within forty-five (45) calendar days from the date of circulation, but no later than February 15th of the next succeeding year. As of February 15th of each year, the vacation schedules shall be posted in a conspicuous place within each department in order to allow for employees' changes as to vacation scheduling. Thereafter, management shall complete the vacation schedules no later than March 2nd of any calendar year, and they shall be posted as the final vacation schedules, subject only to the following:

Each employee shall have the right to make changes as to his/her personal vacation schedule following March 2nd of any calendar year except that no employee shall be able to declare seniority rights in altering said schedule after March 2nd.

2. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

3. A vacation may not be waived by an employee and extra pay received for work during that period.
4. No vacation shall be taken by an employee until the employee has been on the payroll beyond the probationary period.
5. Vacation Leave shall not be cumulative and shall be taken during the calendar year following the one in which it was earned.
6. The minimum increment for vacation use shall be four (4) hours.

(c) Vacation Pay.

1. Subject to Civil Service Rules and Regulations if an employee is discharged, laid off or retired, or severs his/her employment, he/she will receive any earned but unused vacation credit including that accrued in the current calendar year on a prorated basis. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
2. Rate During Vacation. Employees will be paid their regular pay while on vacation and will receive credit for any benefits provided for in this Agreement.
3. Vacation time shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.

ARTICLE 32. CHILD CARE EMERGENCY LEAVE

An employee who is unable to report for or remain at work due to a child care emergency may use any accrued leave.

ARTICLE 33. INSURANCE

(a) Qualifying Beneficiaries.

For employees who leave City employment after January 1, 1989, except to the extent the employee qualifies for immediate payable benefit from the General Employees' Retirement System, retiree health benefits will be limited as follows:

- 10 years of service - 50% of retiree health benefit
- 15 years of service - 75% of retiree health benefit
- 20 years of service - 100% of retiree health benefit

The City reserves the right to change, limit or eliminate the non-traditional health insurance providers.

For individuals hired by the City prior to January 1, 2003, retiree health insurance shall be provided to retirees under the age of 65 and their eligible dependents. Retirees over the age of 65 and their eligible dependents shall be covered under a "Supplement to Medical Plan" for the duration of this Agreement.

For individuals hired by the City after January 1, 2003, retiree health insurance shall be provided only if the retiree immediately qualifies for retirement benefits from the General Employees' Retirement System. If the retiree is eligible for health insurance, the insurance shall cover the retiree only. If the individual does not immediately draw a retirement benefit, no retiree health insurance shall be provided.

Employees hired after January 1, 2009 will not be eligible for retiree health benefits. Instead, the City and the employee will each pay 1% of wages into a Health Care Savings Plan (HCSP).

(b) Hospitalization.

The Employer agrees to provide employees and their dependents with the level of benefits equal to the group health plan presently in effect for the duration of this Agreement, a summary of which is attached as Appendix D. The plan shall include the base plan with coverage of a semi-private per diem room rate charged by hospitals in the Muskegon area and major medical coverage.

The major medical cap shall be:

- 1) Effective January 1, 1991, One Hundred Fifty Thousand (\$150,000) per person;
- 2) Effective January 1, 1997, Two Hundred Twenty-five Thousand (\$225,000) per person; and
- 3) Effective January 1999, Three Hundred Thousand (\$300,000) per person.

Effective January 1, 2012, employees shall pay a premium co-pay of 10% of the premium paid by the City on behalf of the employee, to be deducted from his/her paycheck.

For non-emergency in-patient hospital surgical care, covered employees or dependents shall be required to seek a second opinion, at the City's expense, prior to incurring hospital or surgical expenses. Failure to obtain a second opinion will result in a Two Hundred Fifty (\$250) deductible for such service.

The City reserves the right to change, limit or eliminate the non-traditional health insurance providers.

(c) Prescriptions.

Effective January 1, 2006, the City shall maintain, as agreed upon, a prescription drug plan with a Twenty Dollar (\$20) drug rider, for generic drugs, and a Forty Dollar (\$40) co-pay for brand names. If the brand name drug is equal or cheaper in price than the generic brand, the co-pay shall be Twenty Dollars (\$20).

For individuals who retire after January 1, 1999, for anyone eligible for a prescription drug plan, the co-pay for generic drugs shall be \$10 and \$15 for brand name drugs. This provision shall be applicable when the same provision is applicable to non-union employees and any other union.

For individuals who retire after January 1, 2006, for anyone eligible for a prescription drug plan, the co-pay for generic drugs shall be Twenty Dollars (\$20) and Forty Dollars (\$40) for brand name drugs. If there is no generic brand, then the generic brand co-pay shall apply.

(d) Life Insurance.

The employer agrees to pay the premiums for group term life insurance on the life of each employee in the face amount equal to the annual salary of each employee, but not less than Sixteen Thousand Five Hundred (\$16,500) Dollars.

(e) Optical and Dental Insurance.

Effective January 1, 2003, the employer agrees to pay the premiums for optical and dental insurance with a benefit level consistent with that provided to non-represented employees in 2003. The Employer will pay a lifetime maximum of \$2000.00 for orthodontia services.

(f) Long-term Disability Insurance.

Effective January 1, 1999, the employer agrees to pay the premiums for long term disability insurance, with a benefit level consistent with that provided non-represented employees.

(g) Employee Health Insurance Savings Account.

During the 2006-2008 collective bargaining agreement, the City will investigate the possibility of establishing an employee health insurance savings account in order to allow employees to contribute pre-tax monies to be used for health and prescription costs after retirement.

(h) The City's payment of the Health Reimbursement Account (HRA) deductible (\$1000 per individual; \$2000 per double or family) is contingent upon both the employee and spouse participating in the wellness program.

ARTICLE 34. DEFINED BENEFIT RETIREMENT PLAN

(a) **ELIGIBILITY.** The Defined Benefit Retirement Plan is applicable only to unit members hired on or before January 1, 2006.

(b) **TRANSFER TO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM.** Effective January 1, 2006, the assets and liabilities of the City of Muskegon General Employees' Retirement System associated with City employees represented by SEIU Local 517M (Clerical) shall be transferred to the Municipal Employees Retirement System (MERS). Employees shall no longer have any rights from claims against or participation in the City of Muskegon General Employees' Retirement System.

(c) **CONTRIBUTION RATE.** Employees shall contribute five percent (5%) of compensation as defined by MERS.

(d) **RETIREMENT BENEFIT.** An Employee who retires after January 1, 2006 shall be entitled to a retirement benefit pursuant to the MERS (B-3) Benefit Program. The pension multiplier shall be 2.25% of final average compensation (MERS FAC-3), not to exceed 80% of employee's final average compensation. Effective January 1, 2012, final average compensation shall not include more than 240 hours of leave time per year and shall not include any overtime paid on or after January 1, 2012. Employees shall also be entitled to the MERS RS50 spousal benefit.

(e) **DEFERRED RETIREMENT.** Effective January 1, 2006, a former Employee who is vested (MERS V-5) and is entitled to a deferred retirement benefit shall receive those deferred benefits afforded by MERS. A member who elects to receive a deferred retirement shall receive the benefit that was in place at the time they left employment.

(f) **DISABILITY BENEFITS.** Effective January 1, 2006, an Employee eligible for disability benefits, as determined by MERS, shall receive those disability benefits afforded by MERS (MERS F55/30).

(g) **RETIREMENT ELIGIBILITY.** Employees are eligible to retire at age sixty (60) with ten (10) years of service (MERS F60/10) or at age fifty-five (55) with thirty (30) years of service (MERS F55/30).

(h) **WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS.** To the extent allowed by MERS, an Employee who retires on or after January 1, 2006 may elect to be paid a refund of the accumulated contributions standing to the member's credit at the effective date of retirement. Upon election of this refund provision, the retiree's MERS pension payment options shall be reduced by an amount that is actuarially equivalent to the refunded accumulated contributions.

(i) **OUTSTANDING SICK LEAVE.** Accumulated sick leave hours paid out at retirement at one-half rate under Section 26(e) will be reclassified as vacation time for purposes of computing the final average compensation reported to MERS. The maximum number of reclassified sick leave hours included in the Employer's FAC computation will be 144 hours.

(j) **PURCHASING ADDITIONAL SERVICE CREDIT.** To the extent allowed by MERS, members may purchase additional service credit at actuarial cost.

(k) **POST-RETIREMENT BENEFIT ESCALATOR.** The City Commission will decide each year whether and to what extent a MERS Flexible E post retirement benefit shall be given.

ARTICLE 35. DEFERRED COMPENSATION

The employer agrees to match employee contributions to the Internal Revenue Code Section 457 (Deferred Compensation) retirement plan on a \$1 for \$1 basis in the amount of \$500 per employee per year.

ARTICLE 36. DEFINED CONTRIBUTION RETIREMENT PLAN

(a) **ELIGIBILITY.** The Defined Contribution Retirement Plan shall be available to all members of this unit that entered the unit after January 1, 2006 and any current employees who have opted to quit the Defined Benefit Retirement Plan and opted to join the Defined Contribution Retirement Plan. A decision to opt out of the Defined Benefit Retirement Plan and to join the Defined Contribution Retirement Plan is irrevocable.

(b) **CONTRIBUTIONS.** The City shall contribute three percent (3%) of compensation. The member in this plan may make a one-time election to either not contribute or to contribute three percent (3%) of compensation. If the member elects to contribute, then the City shall match that contribution, dollar for dollar. "Compensation" shall be Medicare taxable wages as reported on the employee's W-2 Form.

(c) **VESTING.** Member contributions, including any member contributions transferred from the Defined Benefit Retirement Plan, shall be fully vested when made. City contributions, including any non-member contribution transferred from the Defined Benefit Retirement Plan, shall become vested according to the following schedule:

20% after the first full year of service;
40% after the second full year of service;
60% after the third full year of service;
80% after the fourth full year of service; and
100% after the fifth full year of service.

A year of coverage will include time on the City's payroll and a member of the Defined Benefit Retirement Plan.

(d) TRANSFERS FROM DEFINED BENEFIT PLAN. With respect to money transferred from the Defined Benefit Plan, the affirmative election made by the defined benefit plan participant will result in a transfer of the greater of the employee's contributions to the Defined Benefit Plan and the present value of the individual's accrued benefit payable at their deferred retirement date as a life annuity. If the defined benefit plan participant is eligible to receive an immediate benefit, the transfer will be based upon the present value of the individual's accrued benefit payable immediately as a life annuity.

The defined benefit plan participants will be notified of their right to transfer to the Defined Contribution Plan. Defined benefit plan participants shall have until April 30, 2006 to elect to transfer. Failing to elect a transfer shall be deemed a refusal to transfer. A defined benefit plan participant who elects to transfer shall terminate their participation in the Defined Benefit Plan effective May 31, 2006. Assets shall be transferred as soon as possible and shall be based upon the values specified above as of May 31, 2006. Contributions shall commence in the Defined Contribution Plan with the pay period commencing May 21, 2006 with the first contribution occurring in June, 2006.

(e) INTERNAL REVENUE CODE COMPLIANCE. This plan shall fully comply with all Internal Revenue Code provisions, regulations, and rulings. To the extent that there is a conflict, the Internal Revenue Code supersedes any collective bargaining agreement provision.

ARTICLE 37. CONTINUING BENEFITS

Any employee privileges or benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

ARTICLE 38. DISTRIBUTION OF AGREEMENT/BULLETIN BOARDS

(a) The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

(b) The Employer agrees to provide bulletin boards at any City building where City employees work. Bulletin boards are for the purpose of posting notices and information pertaining to Union business.

ARTICLE 39. WORK PERFORMED BY SUPERVISORS

Supervisory employees, as defined by MERC, shall not be permitted to perform work within the bargaining unit except in cases of emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. This article shall not apply to confidential employees excluded from this Agreement.

ARTICLE 40. CIVIL SERVICE JURISDICTION

(a) For the duration of this Agreement, Civil Service Rules and Regulations as set forth in the Charter of the City of Muskegon, applicable to conditions of employment exclusive of provisions as set forth in this Agreement, shall be recognized as binding and adherent policies by the Employer and the Union.

(b) It is further agreed that in the event any provision(s) of said Civil Service Rules and Regulations is declared invalid, unenforceable or non-functional, the parties affected by this Agreement shall enter into immediate collective bargaining negotiations upon the request of the Employer or the Union for the purpose of arriving at mutually satisfactory replacements for such provisions.

ARTICLE 41. UNEMPLOYMENT INSURANCE

The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement.

ARTICLE 42. USE OF TEMPORARY HELP

The employer may use temporary nonbargaining unit individuals as follows:

- (a) the names of temporary employees and the departments in which they work will be provided to the Union on a monthly basis;
- (b) an individual temporary employee may fill a position for six (6) months. At the end of six (6) months, the position may be filled by a different temporary employee or by a city employee;
- (c) after a temporary employee has worked for the city for six (6) months, he or she may not work for the City for fifteen (15) calendar days.

ARTICLE 43. RESIDENCY

The Union acknowledges the City's desire to encourage residency but not require such for employees of this bargaining unit. Effective after signing the 1999-2002 contract, all employees who are members of this bargaining unit are free to maintain their residence at any location and are no longer bound by collective bargaining agreements requiring residency.

Union acknowledges that City may adopt, amend, modify or eliminate any incentive plan to encourage employees to live in the city. For purposes of any incentive, City reserves the right, in its sole discretion, to determine whether an employee is a resident. The incentives will not eliminate, change or modify any present benefit provided for in this collective bargaining Agreement.

ARTICLE 44. AFFIRMATIVE ACTION

The City and Union agree to reopen negotiations upon notification for the limited purpose of negotiating an affirmative action plan. The reopened negotiations would be limited to this issue.

ARTICLE 45. UNIFORMS AND DRY CLEANING ALLOWANCE FOR POLICE CLERKS

For Police Clerks required to wear uniforms, the City will purchase uniforms for employees with a limited maximum expenditure per employee of One Hundred Fifty (\$150) Dollars per year. Newly appointed employees shall be allowed an expenditure of Three Hundred (\$300) Dollars in the first twenty-four (24) months of service. Thereafter, the regular fiscal allowance shall apply on a pro rata basis to the number of months in any fiscal year.

Police Clerks will be allowed an annual dry cleaning allowance of Twenty-five (\$25) Dollars. The dry cleaning allowance will be payable on December 31 for all employees who have worked that complete year.

Uniform allowance and dry cleaning allowance may not be carried over, except as provided above, and shall be forfeited if not used. Payment shall be on a pro rata basis if an employee is not required to wear a uniform the entire year.

ARTICLE 46. DRUG AND ALCOHOL TESTING

The parties recognize and support the enactment of the Drug Free Workplace Act of 1988.

Effective January 1, 1996, all employees covered by this contract shall be covered by the City's Drug and Alcohol Policy. Drug testing will be applied as provided for in Appendix F. Random drug testing will apply only to employees in positions requiring a commercial drivers license.

ARTICLE 47. WAGE AND SALARY SCHEDULE

(a) Appendix A. A wage and salary agreement set forth in Appendix A shall be observed during the term of this Agreement. Appendix A shall reflect a 2.0% increase for 2014 with a 1.0% lump sum in July, and a 1.0% increase for 2015. In the year 2015, if any other bargaining unit receives a larger increase, then the unit shall receive the same increase. The parties shall reopen the contract in 2016 for the sole purpose of determining the wage increase, if any, for 2016.

Pursuant to MCL § 423.251b, after the expiration date of a collective bargaining agreement and until a successor collective bargaining agreement is in place, a public employer shall pay and provide wages and benefits at levels and amounts that are no greater than those in effect on the expiration date of the collective bargaining agreement. Accordingly, there will be no retro pay.

Step 1 shall be 75% of Step 2.

(b) Merit Pay Plan. Every employee covered by this Agreement shall each year be evaluated by the Supervisor or Department Head using the current performance evaluation form provided by the Civil Service Commission. Progression from one step to the next higher step shall occur on the first day of the pay period commencing closest to July 1 of each year if, and only if, the employee receives a score of average or better on the performance evaluation form, i.e., if the performance evaluation form is a five (5) point scale, the employee must receive a three (3) or higher to move to the next step.

When a step increase is not granted, the employee's supervisor shall notify the employee of such action and shall inform the employee of the reason prior to July 1. Failure to provide such notice shall not entitle the employee to the step increase. When a step increase is not granted, the employee shall have until October 1 as a probationary period for purposes of obtaining a merit pay increase. On October 1, the employee's supervisor may review the initial decision and shall inform the employee of his/her decision to grant or deny the merit pay increase. An employee who is not granted a step increase may appeal that decision to the City Manager or his delegate, but is not subject to the grievance procedure.

Effective July 1, 2003, in addition to the above possible increase on July 1, there shall be an automatic step increase upon passing probation.

(c) Direct Deposit. All payment shall be by full direct deposit of bi-weekly pay, including overtime payments.

(d) Bi-Lingual Payment. Bi-lingual employees, limited to union employees that are fluent in Spanish, will receive an annual payment of Three Hundred Dollars (\$300.00) payable at the end of each calendar year. The payment is made as compensation for acting as a translator for the City. Such service performed by the employee will be limited to within City Hall, unless the employee consents to leave City Hall. If at some point such service ceases, so does the obligation to make the annual payment.

ARTICLE 48. UNION CONFERENCES

The City shall establish a bank of thirty-two (32) hours per calendar year for the purpose of allowing union representatives to attend union conferences. No more than two SEIU representatives may use this bank per day. When the Union requests that employees attend union conferences, the employees shall receive compensation from this account. SEIU shall provide the City with the names of attending employees and the dates of conferences at least three (3) weeks prior to the meeting date. The City reserves the right to refuse attendance based upon weather conditions, staffing requirements, or other factors that would require the individual to perform his or her normal City duties. Upon completion of the conference, the Union shall reimburse the City for the hours deducted from the Union bank.

The City will charge the actual salary expense plus the cost of fringe benefits for the attending employee. The City shall be reimbursed either by check issued by the SEIU or by an offset of the union dues to be forwarded by the City to the SEIU. Deductions from the Union bank may be in increments of no less than eight (8) hours. Any time in the bank not spent by midnight on December 31 shall be lost. At 12:01 a.m. on January 1 of each year the time in the bank shall be increased to 32 hours.

ARTICLE 49. APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

- Appendix A - Classification and Rates
- Appendix B - Longevity
- Appendix C - Exclusions
- Appendix D - Insurance Benefit Summary
- Appendix E - Part-Time Employees
- Appendix F - Drug and Alcohol Testing

ARTICLE 50. SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors.

ARTICLE 51. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 2016.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) It is acknowledged that during the negotiations which resulted in the agreement, both the Union and City had unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, both the Union and the City agree that both parties shall not be obligated, unless by mutual agreement, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

(f) If during the life of the Collective Bargaining Agreement, the Civil Service Commission is no longer recognized by the City, the Union and City will renegotiate any affected articles addressing the Civil Service Commission.

(g) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, to: Service Employees International Union, Local 517M, 118 W. Maple Street, Wayland, MI 49348; and, if to the Employer, addressed to: City of Muskegon, City Hall, P.O. Box 536, Muskegon, MI 49443; or, to any such address as the Union or the Employer may make available to each other.

ARTICLE 52 – EMERGENCY MANAGER

Pursuant to the Local Government and School District Fiscal Accountability Act (“Act”), MCL § 141.1501 et. seq., an emergency manager may be appointed and he/she shall be allowed to reject, modify or terminate this collective bargaining agreement as provided for in the Act.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this _____ day of _____, 2014.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M

CITY OF MUSKEGON

Christine Fahl
Business Representative

Stephen Gawron, Mayor

Jan LeBrenz, Unit President

Ann Cummings, MMC, City Clerk

AGREEMENT

Between

CITY OF MUSKEGON

And

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 517M
(Clerical)

JANUARY 1, 2014 - DECEMBER 31, 2016

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- APPENDIX A- SALARY SCHEDULE EFFECTIVE JANUARY 1, 2014
- APPENDIX B - LONGEVITY PAY PLAN RULES AND REGULATIONS
- APPENDIX C - EXCLUSIONS
- APPENDIX D- 1989 HEALTH CARE PLAN
- APPENDIX E - MEMORANDUM OF AGREEMENT
PART TIME EMPLOYEES
- APPENDIX F- DRUG AND ALCOHOL POLICY

APPENDIX B

LONGEVITY PAY PLAN RULES AND REGULATIONS

1. Effective January 1, 2003, semi-annual longevity payments shall be paid in June and December using the following formula:

2% of Base Pay	after 5 years of service
4% of Base Pay	after 10 years of service
6% of Base Pay	after 15 years of service
8% of Base Pay	after 20 years of service
10% of Base Pay	after 25 years of service
2. Base Pay shall be equal to the lesser of actual annual gross salary or \$15,000.
3. All employees with five (5) years or more of service on June 1, 1957, will be eligible for longevity pay.
4. Employees with leaves of absences or a break in continuous service prior to January 1, 1957, will be regarded as continuous employees for longevity pay purposes. Any one whose employment with the City has been terminated after January 1, 1957, or who is not on the payroll as of January 1, 1957, will be considered as a new employee should he/she return.
 - 4a. Persons reinstated after a break in service will be granted their prior longevity status minus their last five (5) years accumulation upon re-employment. Each additional year of service after re-employment is to be added to this reduced credit for the next longevity increment. (Amended on February 11, 1969.)
 - 4b. Any employee receiving benefits from a City of Muskegon Retirement system shall not be entitled to longevity pay service credit for time worked prior to receiving their first pension benefit. (Amended on February 24, 1976.)
 - 5a. Any employee who reaches 5, 10, 15, 20, or 25 years of service on or before June 30, and is on the payroll as of June 1st will be eligible for one-half the longevity payment in June and each successive semi-annual payment in December and June thereafter.
 - 5b. Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 31, and is on the payroll as of December 1st will receive one-half the longevity payment in December and each successive semi-annual payment thereafter.

6. During the calendar year in which an employee retires under one of the City's retirement plans, he/she shall be entitled to receive, at the time of the semi-annual payment of longevity, a pro-rated portion of his/her longevity pay based on days worked. (Amended on March 22, 1960.)
7. All compensation for employees is subject to deduction for income tax, retirement, and social security benefits. (Police and Firemen excluded from social security deductions.)
8. Longevity will not accrue during unpaid leave of absence in excess of thirty (30) days.
9. Longevity shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.

Longevity rules adopted May 14, 1957	57-322
Amendment adopted March 22, 1960	60-133
Amendment adopted February 11, 1969	69-80
Amendment adopted February 24, 1976	76-76

APPENDIX C

EXCLUSIONS

1. City Manager's Secretary
2. Administrative Secretary to Personnel/Purchasing
3. Administrative Secretaries
4. Account Clerk IIs (finance department)
5. Administrative Aide - Public Works
6. Administrative Secretary in Planning Department
7. Effective January 1, 1995, Deputy City Treasurer
8. Effective January 1, 2003, Computer Technician
9. Effective January 1, 2003, Network Technician

APPENDIX E

MEMORANDUM OF AGREEMENT PART-TIME EMPLOYEES

DEFINITION

A part-time employee is an employee who is employed by the City on a regular basis and whose normal work schedule usually consists of less than 37.5 hours and more than 18.75 hours in a work week on a continuous basis.

WAGES & BENEFITS

1. The hourly rate for part-time employees will be based on the annual rate for their classification, as provided in Appendix A, divided by Two Thousand Eighty (2,080) hours.
2. Part-time employees will receive step increases based on the time in the position.
3. Sick leave and vacation will be accrued on a prorated basis according to the actual time worked.
4. Each employee shall be entitled to two (2) Personal Leave days per year.
5. No other benefits will accrue to part-time employees.
6. Part-time employee shall be entitled to holiday pay on a prorated basis.

MISCELLANEOUS

1. There shall be at least a fourteen (14) day notification of a substantial change in the work schedule of a part-time employee.
2. Current employees in the same or higher classifications will have the opportunity to submit a transfer request for part-time positions when they become available.